

**CHICAGO REGIONAL COUNCIL
OF CARPENTERS**

TERM OF AGREEMENT
JUNE 1, 2008 through MAY 31, 2010

THIS AGREEMENT is effective June 1, 2008 through May 31, 2010, by and between **MID-AMERICA REGIONAL BARGAINING ASSOCIATION** for and on behalf of the present and future members, together with such other employers who become signatory to this Agreement (referred to herein as "EMPLOYER or EMPLOYERS") and the **CHICAGO REGIONAL COUNCIL OF CARPENTERS**, for and on behalf of the Local Unions under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (hereinafter referred to as the "UNION").

This Agreement shall be in full force and effect from June 1, 2008 through May 31, 2010.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I
BARGAINING UNIT**

1.1 The Bargaining Unit shall consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work at the construction site covered by the occupational jurisdiction of the "UNION" including, but not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials; concrete forming, gang forms; the handling, erecting, installing and dismantling of machinery and equipment, hydraulic jacking and raising, and the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools. The Bargaining Unit shall also consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work as Carpenters and Joiners, Millwrights, Pile Drivers; Bridge Dock and Wharf Carpenters, Divers, Underpinners, and Timbermen and Core drillers; Ship Wrights, Boat Builders and Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers, and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Casket and Coffin Makers; Furniture Workers, Reed and Rattan Workers; Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders, and Show, Display, and Exhibition Workers and Lathers, regardless of material used; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the Trade. However, the Union agrees that it will not interfere with existing practices of other unions affiliated with the Building Trades.

RECOGNITION

1.2 The ASSOCIATION and the EMPLOYER recognizes the UNION as the sole and exclusive Bargaining Representative for the Employees, now or hereafter employed in the Bargaining Unit for the purpose of Collective Bargaining in respect to pay, wages, hours of employment, or other conditions of employment. All work covered by this Agreement shall be performed by the Employees in this Bargaining Unit.

1.3 Any Employee of this Bargaining Unit may perform any or all of the work described herein provided he observes the special rules as described for the particular subdivision or specialty of the trade.

1.4 The EMPLOYER and the UNION agree that neither party shall discriminate against any person directly or indirectly, in such matters as race, creed, color, sex, national origin, age or religion.

ARTICLE II **UNION SECURITY**

2.1 Maintenance of Membership: All Employees now included in the Bargaining Unit represented by the UNION and having a membership therein must, during the term hereof, as a condition of employment maintain their membership in the UNION.

2.2 All other Employees covered by this Agreement shall, as a condition of employment, become members of the UNION after the seventh (7) day of, but not later than the eighth (8) day following the beginning of, such employment, or the effective date of this Agreement, whichever is later and they shall maintain such membership as a condition of continued employment as hereinafter provided.

2.3 Any Employee who refuses or fails to become a member of the UNION or refuses or fails to maintain his membership therein in accordance with the provisions of Sections 1 and 2 of this Article, shall forfeit his right of employment, and the EMPLOYER shall, within three (3) working days of being notified by the UNION in writing as to the failure of an employee to join the UNION or to maintain his membership therein, discharge such employee. For this purpose the requirements of membership and maintaining membership shall be in accordance with State and Federal Laws. The EMPLOYER shall not be in default unless it fails to act within the required period after receipt of written notice.

2.4 The EMPLOYER shall, on the day that he hires an Employee who is not a member of the UNION, notify the UNION, or the Job Steward of the name, address and date of initial employment of such Employee, as well as the jobsite. In the absence of a Job Steward, the EMPLOYER also agrees to advise the Employee of the provisions of this Article.

ARTICLE III **SUB-CONTRACTING**

3.1 The parties hereto being in the Construction Industry qualify under the proviso of Section 8(e) of the National Labor Relations Act, 1947 as amended.

3.2 EMPLOYER shall not contract or subcontract any work coming within the jurisdictional claims of the UNION to any person, firm or corporation not covered by a Collective Bargaining Agreement with the UNION, provided, however, that the provisions of this paragraph shall apply only to the contracting and subcontracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.

3.3 EMPLOYER, in recognition of the territorial and occupational jurisdiction of the UNION, shall not subcontract or contract out jobsite work coming within the jurisdiction of the Carpenters Union nor utilize on the jobsite the services of any other person, company or concern to perform such work that does not observe the same wages, fringe benefits, hours and conditions of employment as enjoyed by the Employees covered by this Agreement.

3.4 Any EMPLOYER who sublets any of the work coming within the jurisdiction of Carpenters shall assume the obligations of any subcontractor to the extent of Carpenter labor employed on work under contract with the EMPLOYER for prompt payment of Employee's Wages, Health and Welfare, Pension and Apprentice Training Contributions, including reasonable attorney's fees incurred in enforcing the provisions hereof, provided the subcontractor is not bonded as provided for in Article XV hereof. The UNION will, upon written request, furnish written certification to any EMPLOYER as to whether a Subcontractor is adequately bonded including expiration date of bond, and that wages and payments to Health and Welfare, Pension and Apprentice Contributions are current. The UNION also agrees to notify MARBA of any subcontractor whose

bond is being terminated. If the Employees are withdrawn from any job in order to collect contributions to the Carpenters Health and Welfare, Pension and Apprentice Training Program, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days notice of the intention to remove Employees from the job is given to the EMPLOYER and the subcontractor by the UNION by registered mail.

The EMPLOYER shall furnish the UNION with the names of its subcontractor(s) on each jobsite and with a copy of the subcontractors' surety or cash bond agreement evidencing that such subcontractor(s) is obligated to this Agreement and has posted the bond required by Article XV. Such EMPLOYER, from the date the UNION receives such information and for the work performed on the specific referenced jobsite, will not be liable for the subcontractor's wage or fringe benefit obligation. If the UNION notifies the EMPLOYER in writing that the subcontractor is no longer properly bonded, then from that date and for work subsequently performed in the specific referenced jobsite the EMPLOYER'S liability under this section for such subsequent work will resume until such time as the proper bond has been replaced.

3.5 If an EMPLOYER, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement the EMPLOYER shall require such subcontractor to be bound by all provisions of this Agreement, or the EMPLOYER shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Pension Fund and the Chicago Regional Council of Carpenters Apprentice Training Fund, as provided in Articles XII, XIII, and XIV of this Agreement.

ARTICLE IV WAGES

4.1 The rate of wages shall be as follows:

(a) Effective June 1, 2008 Wages and Fringe Benefit contributions shall total \$57.67 per hour

Effective June 1, 2009, \$3.40 economic increase to be allocated by the Union.

The allocation among the wages and any other contributions shall be at the discretion of the Executive Committee of the UNION. Notice in writing of the allocation shall be given to the EMPLOYER by the UNION thirty (30) days prior to the effective date.

(b) The Apprentice rates of wages shall be as follows:

- 1st Year 40% of Journeyman's Wages
- 2nd Year 50% of Journeyman's Wages
- 3rd Year 65% of Journeyman's Wages
- 4th Year 80% of Journeyman's Wages

SHOW UP TIME

4.2 Any Employee reporting for work on direction of the EMPLOYER or in the course of the regular job schedule and not being put to work for any reason shall receive two (2) hours pay. Employees who are notified by the EMPLOYER not to report for work shall not be entitled to any pay under this provision. EMPLOYERS may notify Employees by telephone at least two (2) hours prior to the start of work not to report for work. Employees will be required to provide the EMPLOYER with a telephone

number that can be used to notify them not to report for work.

MINIMUM HOURS AFTER WORK COMMENCED

4.3 If an Employee commences work on a job the minimum pay he shall receive for that day shall be four (4) hours pay, except for conditions such as weather, fire, accident or other unavoidable cause beyond the control of the EMPLOYER.

4.4 EMPLOYER further agrees upon request of the Chicago Regional Council of Carpenters to provide copies of payroll checks prior to their being delivered to any Employee to the business representative by facsimile or delivered to his office.

4.5 EMPLOYER agrees that, by appointment, and within forty-eight (48) hours of notice during the normal working days, he or his representative will meet with, at EMPLOYER'S office or shop, anyone designated by the President of the UNION for the purpose of inspecting lists of Employees, payroll records, and time cards solely to determine whether the provisions of this Agreement are being complied with.

ARTICLE V PAY DAY

5.1 Employees shall be paid once each week, not later than 4:30 p.m. on the regularly established payday, except in cases of holidays in which case they may be paid on the following workday. Wages are to be paid in full up to two (2) workdays preceding the regular designated payday. Wages may be paid by mail or by electronic deposit as directed in writing by the employee. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If the EMPLOYER fails to have sufficient funds for wages due, or for pay checks issued, he shall pay in addition thereto a sum equal to the costs incurred in collecting same, including reasonable attorney's fees. If the EMPLOYER issues a check for the payment of wages or fringe benefits which is returned due to a lack of sufficient funds, the EMPLOYER shall be required to make all payments of wages and fringe benefits in cash or by certified check, and in addition the EMPLOYER will be required to reimburse each Employee for any charges assessed.

PAY ON TERMINATION OF EMPLOYMENT

5.2 (a) Involuntary Dismissal.

BY DISCHARGE

EMPLOYER may discharge any Employee at any time on any working day provided, however, Employee is given fifteen (15) minutes with pay to gather his tools, and is immediately tendered in hand on the job all wages due him. The parties hereto agree that the payment procedure upon discharge, as outlined above, is a condition precedent to lawful discharge.

BY LAY-OFF

When an Employee is laid off due to lack of work, he shall be paid immediately all wages due him to date and he shall receive at least one-hour notice prior to 4:30 p.m. In the event such notice is not given, EMPLOYER shall pay one (1) hour of wages in addition to all wages due him. However, when the one (1)

hour penalty is in effect, then in that event the one-hour wages shall be mailed to the home of the Employee within a twenty-four (24) hour period. If he is not paid on the job at the time he is laid off, he shall be paid four (4) hours of additional pay all of which shall be included in his last paycheck.

(b) Voluntary Termination of Employment:

When an Employee quits his job on his own accord, he may be required to wait, at the option of the EMPLOYER, until the next regular pay day for the wages due him.

5.3 In the event that an Employee does not receive the wages according to the foregoing, then in that event he shall be paid in addition thereto at the regular rate, all time he spends, (1) waiting to be paid, and/or (2) all time expended by him to receive his pay, but in no event less than one (1) hour of pay not more than four (4) hours for any time so spent. Saturdays, Sundays and National Holidays are excluded.

5.4 (a) Employees working from a "Bos'ns Chair", or suspended from cables or ropes shall receive not less than twenty-five (\$.25) cents per hour above the applicable rate of journeyman's pay.

(b) Employees required to work on or with any materials that are treated with any creosote material, or acid that may cause rashes, burns, or toxic reaction, or are required to wear any type of special breathing apparatus as protection against inhalation of noxious gas or dust, shall not receive less than twenty-five (\$.25) cents per hour above the applicable rate of journeyman's pay.

(c) The EMPLOYER shall furnish any necessary protective medication such as petroleum jelly, to prevent burns from said creosote or chemicals which may prove injurious to the skin. Gloves shall also be furnished by the EMPLOYER.

(d) Nothing in this section of this Agreement (premium pay) shall be so construed as to prohibit the opening to arbitration between the EMPLOYER and the UNION at any time during the term of this Agreement of any work to be performed by Employees of such nature as the UNION deems hazardous or which makes exceptional demands on an Employee's health and safety and thereby qualify for premium pay, which is not covered by Articles in this section.

(e) In the event that the UNION notifies the EMPLOYER that certain work is hazardous in nature, as defined in sub-section (b) above, a determination shall be made to establish the wage scale as well as working conditions and such scale shall be retroactive to commencement of such hazardous work.

5.5 EMPLOYER agrees to provide Employee with a statement each payday setting forth the following information:

- (1) Hourly rate and number of hours worked in payroll period;
- (2) Gross Salary;
- (3) Itemization of each and every deduction being made against Gross Salary.

Said statement can be part of a stub attached to Employee's payroll check.

ARTICLE VI HOURS OF LABOR

6.1 (a) Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour off from 12:00 noon to 12:30 p.m. for lunch. However, upon notice to the Union, the Employer may begin work at 7:00 a.m. and end at 3:30 p.m. with one half (1/2) hour off from 12:00 noon to 12:30 p.m. for lunch. The lunch period may be adjusted at the Employer's option during placement of concrete only, in any one-half (1/2) hour period between 12:00 noon and 1:00 P.M. The regular workday as described above may be adjusted for cause. In such event, the EMPLOYER must receive approval of the Business Representative of the District of the Regional Council of Carpenters prior to affecting the adjusted workday schedule and in no case should a job begin before 6:00 A.M.

(b) Provided, however, upon twenty-four (24) hours written notice to the Business Representative of the District or Regional Council, the UNION will grant an adjusted workday which shall be at the option of the Employees upon certification of the job steward.

(c) When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place between the Chicago Regional Council of Carpenters and the EMPLOYER and permission is granted by the Chicago Regional Council of Carpenters. Contractors utilizing the provision shall notify the Chicago Regional Council of Carpenters by requesting the pre-job conference on the form provided by the Chicago Regional Council of Carpenters. By mutual consent of the EMPLOYER and the UNION, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of five (5) consecutive days. All Employees working under this provision shall receive eight (8) hours pay for seven and one-half (7-1/2) hours work. Any and all work in excess of seven and one-half (7-1/2) hours work in this provision shall be paid at a rate of double time. An EMPLOYER who violates this section shall pay as a penalty double time for all hours worked.

6.2 There shall be no work done on the following holidays designated herein or days celebrated as such, except with written approval of the UNION and when work is authorized, the rate of pay shall be at the rate of double time:

NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.

6.3 Overtime shall be paid for work done before and after the regular workday or the adjusted workday as defined above, except where shift work has been approved. Work performed between 8:00 A.M. and 4:30 P.M. on Saturday or during the first eight (8) hours of an approved adjusted workday on Saturday shall be paid at the rate of time and one-half. Overtime pay for work performed after 4:30 P.M. on Saturday or after the first eight (8) hours of an approved adjusted workday on Saturday and the start of the regular or adjusted workday on Monday, shall be paid at the rate of double time. In the event that there is more than one (1) shift of work on Saturday, overtime pay for all hours of work on Saturday shall be paid at the rate of double time.

6.4 The first two (2) hours of overtime work after working a regular eight (8) hour work day or an approved adjusted work day, Monday through Friday, shall be paid for at the rate of time and one-half and shall not be mandatory but shall be at the option of the Employee. All other overtime shall be paid for at the rate of double time. At the discretion of the EMPLOYER overtime will be permitted for work as required for emergencies such as for the protection of life or property, weather protection, completion of work caused by breakdown of deliveries or failures in concrete form work. In all other cases, overtime work shall require permission of the Business Representative of the District or the Regional Council, for each such case.

6.5 All Employees shall be given time in which to gather their tools prior to quitting time.

6.6 The hours of work for which an Employee shall receive pay shall commence and terminate at the facility provided for Carpenters to change their clothes, provided however, that said facility is at ground level. In the event that such facility is other than at ground level, "time" shall commence and terminate at ground level.

6.7 When an Employee is directed either expressly or impliedly to go from one jobsite to another, he shall be paid for all time spent in traveling from the initial site to any other site.

6.8 Employees who are required to work during the regularly defined lunch hour period shall eat not later than one (1) hour after the normal lunch period.

6.9 If an Employee covered by this Agreement sustains an accidental injury arising out of his employment which requires immediate medical care off the premises, during working hours, such Employee shall be paid his regular wages for the time necessarily spent in going to a physician's office, medical center or hospital, as well as the time required to return to the jobsite. Except in unusual circumstances, this provision shall be effective only on the date of the injury, unless subsequent visits during working hours are required by EMPLOYER'S physician(s). When it is necessary for an Employee to be taken to a hospital immediately following an injury, he shall be taken to the hospital nearest to the jobsite at the EMPLOYER'S

expense.

6.10 Safe and adequate transportation form a jobsite following an injury other than for a minor injury, shall be furnished by the EMPLOYER. The Job Steward shall be notified of all such injuries. If the Steward determines that someone must accompany the injured Employee to the hospital, medical center, physician's office, or Employee's home, the EMPLOYER shall select such person, who shall be compensated at the regular rate for such services. However, nothing contained in this Section 6.9 and Section 6.10 shall prevent an EMPLOYER from discharging an Employee for adequate cause.

In the event an Employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, not shall he be dismissed during the period of medical care required by said injury, unless there is no work available with his EMPLOYER of which he is capable to perform, or unless his dismissal is due to conditions beyond the control of the EMPLOYER.

TRANSPORTATION

6.11 An Employee who is required to travel to a jobsite shall be reimbursed for lodging when required to remain away from his home overnight. The expense allowance for lodging for each night shall be a minimum of fifty dollars (\$50.00) per night.

6.12 On all mill jobs or other jobs where the men cannot drive to the jobsite the EMPLOYER shall furnish transportation to the jobsite when the distance to greater than three-tenths (3/10ths) of a mile.

6.13 On all jobs where the Employees are required to use EMPLOYER transportation to the jobsite, wages shall commence at 8:00 A.M.

6.14 In the event that the employees are required to work outside the geographic jurisdiction of their home local, they shall be paid the higher rate of wages and fringe benefit contribution rates under the agreement covering the employee's home local or the agreement covering the area where the work is being performed.

In the event that the employees are required to perform work outside the geographic jurisdiction of the Union and the employer is not covered by an agreement with an affiliate of the United Brotherhood of Carpenters and Joiners of America, the terms and conditions of this Agreement shall be binding with respect to the employee being required to work outside the geographic jurisdiction of the Union.

ARTICLE VII SHIFT WORK

7.1 There shall not be more than one (1) shift of work (8:00 A.M. to 4:30 P.M.) performed in any one (1) day and at any one (1) jobsite, except with UNION permission.

7.2 A pre-job conference shall take place between the President of the Chicago Regional Council of Carpenters and the Business Representative of the District, wherein the work will be performed, and with the EMPLOYER or his representative before shift work will be allowed.

7.3 No shift work shall be permissible unless the shifts shall run a minimum of five (5) consecutive working days. When a jobsite qualifies for the use of a second and third shift the following shall be applicable:

- (1) The First Shift shall start at 8:00 A.M. and end at 4:30 P.M., which shall be eight (8) hours.
- (2) The Second Shift shall start at 4:30 P.M. and end at 12:00 midnight.
- (3) The Third Shift shall start at 12:00 midnight and end at 7:30 A.M.
- (4) The Second and Third Shifts shall receive eight (8) hours pay for seven (7) hours worked.
- (5) Lunch hours for shift work shall be:

First Shift – 12:00 noon to 12:30 P.M.

Second Shift – 8:30 P.M. to 9:00 P.M.

Third Shift – 4:00 A.M. to 4:30 A.M.

7.4 Employees required to work through their specified lunch hour shall be paid double time for that period.

7.5 Any work done in excess of eight (8) hours on the first shift and in excess of seven (7) hours on the second shift and third shift shall be paid wages at the rate of double time.

7.6 All Employees working between the hours of 8:00 A.M. Saturday and 8:00 A.M. Monday shall be paid wages at the rate of double time.

7.7 No Employee shall work more than one (1) shift in any twenty-four (24) hour period.

7.8 In the event permissible shift work does not fulfill the requirements as stated above, except for conditions beyond EMPLOYER'S control, time worked will revert to premium wages for the second and third shift.

7.9 In the event of municipal work requiring shifts to occur at times other than those specified in the Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by Owner, Contractor and Union.

ARTICLE VIII INSURANCE

8.1 EMPLOYER agrees to furnish to the UNION a Certificate of Insurance from an insurance company authorized to do business in the State of Illinois covering liability under the provisions of the Illinois Worker's Compensation Act.

8.2 It is agreed that all EMPLOYERS not otherwise required to pay contributions under the Illinois Unemployment Compensations Act, and regardless of the number of men employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions thereunder.

ARTICLE IX SAFETY

9.1 The EMPLOYER agrees to adhere to and comply with the provisions of OSHA, the Illinois Health and Safety Act; standards of the American National Standards Institute; the Safety Provision of the Walsh Healy Public Contracts Act; Local Building and Safety Codes and shall also comply with manufacturers' specifications for safe operation of equipment.

9.2 Should a Carpenter be required by law to accompany any Safety Inspector, City, State or Federal (O.S.H.A.) on a Safety Inspection of the jobsite, he shall do so with pay.

