

AGREEMENT

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

**THE UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA,
THE MID-AMERICA CARPENTERS REGIONAL COUNCIL**

COVERING

HEAVY/HIGHWAY AND UTILITY CONSTRUCTION

**IN THE COUNTIES LISTED IN ARTICLE 1,
SCOPE OF AGREEMENT, C. TERRITORIAL SCOPE**

EFFECTIVE: MAY 1, 2026

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ARTICLE 1 SCOPE OF AGREEMENT

A. Work Covered

Heavy/Highway and Utility Construction including all work involved in the construction of roads, streets, alleys, highways, railroad work, airport runways, bridges, underpasses, overpasses, sidewalks, curbs, gutters, fences, guard rails, signs, landscaping, slope walls, retaining walls, and water lines when done in conjunction with highway work; dams, locks and dikes, boat slips, and ramps, and diving. Also including renewable energy within the scope and jurisdiction of this agreement, pump stations for locks and flood control, underground electrical and telephone systems and overland high tension transmission towers.

This does not include any disposal or treatment plants, water filtration plants, pumping stations (except for locks and flood control) sewage lift stations, or any structure for shelter, protection, comfort or convenience.

Employees in the bargaining unit shall perform all tasks assigned by the Employer.

The Employer shall not subcontract any on-site construction work covered by this Agreement to any contractor not signatory to this Agreement unless the subcontractor agrees to become signatory prior to commencement of any work. However,

- a) It is understood that there may be instances when competent, competitive Union subcontractors may not be available for certain specialty subcontracts which is defined as work not traditionally performed by the contractor. In such instances, the Employer will notify the Union at least ten (10) days, excluding weekends and holidays, prior to the commencement of work, and the Union will endeavor to locate competent, competitive Union subcontractors. If the Employer and the Union are unable to locate competent, competitive, subcontractors, it is understood and agreed that the Employer will be relieved of the above provision for such specialty subcontractors.
- b) It is further understood, when the owner has a requirement to subcontract a certain percentage of the work to Disadvantaged Business Enterprises, DBE; including Female Business Enterprises, FBE; and Minority Business Enterprises, MBE; there may be instances when competent, competitive DBE subcontractors, signatory to this Agreement, may not be available. In such instances, the Employer will notify the Union at least ten (10) days, excluding weekends and holidays, prior to the commencement of work, and the Union will endeavor to locate competent, competitive, DBE Subcontractors signatory to this Agreement. If the Employer and the Union are unable to locate competent, competitive, DBE Subcontractors signatory to this Agreement, it is understood and agreed that the Employer will be relieved of the above provision for such DBE Subcontractors.

85 **B. Occupational Scope**

86
87 **Carpenters**
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89 This Agreement shall cover all employees employed by the Employer engaged in work coming
90 under all classifications listed under the trade autonomy of the United Brotherhood of Carpenters and
91 Joiners of America.

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93 The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists
94 of the erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and
95 composition, and all other substitute materials. The handling, cleaning, erecting, installing and
96 dismantling of machinery, equipment and all materials used by members of the United Brotherhood.

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98 Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the
99 trade; Carpenters and Joiners; Millwrights; Pile Drivers; Bridge, Dock and Wharf Carpenters; Divers;
100 Underpinners; Timbermen and Core Drillers, the handling, erecting and installing material on any of
101 the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for
102 layout work incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all
103 the subdivisions of the trade, and the setting of pre-cast and pre-stressed beams, girders and decks.

104
105 The installation of all piling for structures of all types whether of wood, metal, or concrete. The
106 installation of all sheet piling and bracing of same. The installation of all shoring, underpinning and
107 lagging. The installation of all caissons. The removal of all materials pertaining to Pile Drivers work.
108 The fabrication, erection, stripping, and dismantling of all concrete forms whether of wood, metal, or
109 composition materials for structures of all sorts. This includes, but is not limited to footing forms, wall
110 forms, foundation forms of all descriptions, forms for concrete floors, beams and columns including
111 shoring thereof, screeds, bulkheads, the setting of all anchor bolts, and any rigging thereof. The
112 fabrications, erecting and dismantling of all falsework. The rigging, setting, fastening, aligning, leveling
113 and bracing of all precast concrete members. The placement of wooden or concrete sound barriers.
114 The erection of all prefabricated components whether manufactured on the job site or in a
115 manufacturing plant. The handling and unloading of materials related to all divisions and subdivisions
116 of the trade.

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118 The Union agrees that the above occupational scopes are claims for jurisdictional purposes
119 and are not intended to conflict with established practices.

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121 **Millwrights**
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123 Millwright occupational scope. This Agreement covers all millwright work including, but not
124 limited to the following: power rigging, and installation of all engine motors, dynamos, generators,
125 turbines, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, ball mills, roller mills,
126 hammer mills, escalators, manlifts, or any other mechanical device and installation of flywheels,
127 sheaves, pulleys, or drivers on same. The rebarbitting of all machinery, all cutting, burning, and
128 fabricating of all supports connected therewith. The repairing of all hand trucks, overhead chain
129 conveyors, and power driven conveyors. (Description of one type of conveyor; a conveyor is a
130 machine which, after assembled, will perform work the same as any other mechanical machine or
131 equipment.) All fabrication, installation, dismantling and maintaining of all conveyors, including screw,
132 belt, bucket, roller, and slate, spiral chutes, and all channel type free trolley, I-beams and all types of
133 monorails and tram rails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded,
134 and all supports and adjuncts connected therewith. All fabrication, installation, dismantling, and
135 maintaining of chain type, dragline, air-veyor, power-driven pipe-constructed conveyors including all

136 other supports and adjuncts necessary for their installation. All scales, drives, such as rope belt, chain,
137 friction, gears and rawhide. All driver screens, dodge belts and gears, extractors and expellers, all
138 agitators. Setting and maintaining of all portable mixers, the making, setting, drilling, and pouring of
139 all bolts for the installation of machinery and equipment. All coal handling machinery, drive crushers,
140 and conveyors of steel or wood, pile, or fiber. Framing and setting of all bridge trees of wood, all
141 foundation beams or timbers used for the reception of machinery. The handling of all hand and power
142 rigging. The erection of all derricks to be used by millwrights and the installation and dismantling of
143 machinery and any other work where millwright tools are used. The handling of all hand-power rigging
144 and cribbing required to unload, transfer, assemble, disassemble and set machinery, equipment, and
145 its adjuncts. The installation of all rigging beams whether they be temporary or permanent. The
146 installation of all air-veyors, cable draglines, and its guides, all hydraulic cylinders and linkage whether
147 they be operated by air, oil, or electricity. The fabrication, setting and dri-packing of all shims, sole
148 plates, and machine bases, whether they are steel, wood or fiber for the installation of machinery,
149 equipment, and its adjuncts. The installation of all precision setting of atomic reactor intervals. The
150 installation of all dam rollers in its entirety and its adjuncts, all machinery in regard to lock and dams,
151 all seals pertaining to tainter gates, all chain and chain guides pertaining to tainter gates will be
152 performed by millwrights. Installation and fabrication of machinery and conveyor bases, headers and
153 hangers. Installation, fabrication and welding of plastic materials. All gantry and overhead cranes
154 regardless of size or type; and installation of all materials handling conveyors whether they be
155 temporary or permanent; the handling of all optical tooling equipment, transits, laser, and precision
156 instruments for the setting of machinery; the installing of anchor bolts, cinch anchors, self tapping
157 anchors, and any device for the securing of machinery and its adjuncts; the forming, mixing of grout,
158 grouting, and dri-packing of all machinery; the installation of machinery foundations; the installation of
159 rotary valves, slide valves, (mechanical or hand operated) chutes and spouts regardless of gauge;
160 and the steam cleaning of all machinery; the handling, cleaning by any means, erecting, installing, and
161 dismantling of all machinery and equipment; the setting and machining of all sole plates regardless of
162 what they support; all drilling, tapping, and welding that may be required; lubrication of all equipment
163 and machinery is the work of millwrights; any exterior forms of the containment vessel; the complete
164 setting and leveling by any means of the ring girder or bases plus any necessary cleaning, scraping,
165 or machining; all apertures or openings; including access door frames, etc., in the containment vessel
166 will be rigged, placed, aligned, and secured by any means by millwrights; the placing, leveling, and
167 aligning of the reactor vessel, including the use of optical instruments, laser or laser beams; the
168 installation and securing of biological shield interior plates; exterior plates and/or forms for biological
169 shields where a void is poured with concrete shall be considered a form and shall be placed and
170 secured in its entirety by millwrights; the precision alignment and leveling, including bolting and
171 cleaning, scraping or machining and the measuring and torqueing of bolts; installation of the rod
172 pressure housing, push rods and drivers, shut- down rods and drives and guide sleeves; the field
173 welding in conjunction with the control rod drive housing will be performed by millwrights. The wiring
174 of core starters, core winders, or any similar work on machinery. The handling and installation of
175 vibratory conveyor. The set up and operation of all machine tools on the job site whether they be
176 portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc., used for the
177 setting and fitting of any equipment. The setting, welding, and installation of the supporting steel for
178 the control rod drives. The handling and installation of the supporting steels for the control rod drives.
179 The installation of lubricators and the lubrication of all machinery and equipment. The mixing, rodding,
180 and placing of all cement base materials, grout, por-rok, or any other material or substance used for
181 pumps, compressors, machinery, conveyors or any other equipment and related that is installed by
182 millwrights. The rigging and installation of all cylinders air or hydraulic regardless of their function. All
183 start up and run in crews for flushing of lubricating systems, filters and reservoirs. Lubricating systems
184 and filters, before and after initial starting of pumps, compressors, machinery and equipment to be
185 served shall be cleaned by millwrights. All cleaning of reservoirs and filling by any means of reservoirs.
186 Control of all equipment used for purpose of heating and/or cooling the oil flowing through lubricating
187 systems.

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This contract shall apply to all subdivisions of the trade in its entirety and without limitation. There are special provisions within this contract dealing with one subdivision of the trade or another and such special provision when clearly identified as being limited to the specific subdivision shall be so limited. Absent such limitation, this contract will apply in its entirety to all subdivision of the trade and whenever the term "Carpenter" or "Joiner" is used, it shall mean all subdivisions of all trades.

The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above it will nevertheless be considered as and treated as part of bargaining unit work if it is traditional work of the Carpenters.

The Union agrees that the above occupational scopes are claims for jurisdictional purposes, and are not intended to conflict with established practices.

Piledrivers

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The Employer recognizes that the jurisdiction of work performed on all pile driving operations including but not limited to the following; the driving of wood pile and the cutting, heading and pointing of same, the driving and removal of all steel piling, concrete pile, precast or cast in place, the cutting of same and poured in-place piling. Where it is necessary for signals to be given the operator of the drilling rig, in order to align, plumb and spot the drill, this part of the work shall be done by the Piledriver. The handling and insertion of the steel casing including the welding, bolting, and pulling of casing shall be the work of the Piledrivers; the installation and removal of all bracing and walers whether they be steel or wood; the erection of all trestles, falsework and docks, the job site erecting and dismantling of derricks, A-frames, cranes and gin poles when used in conjunction with piledriving work, the cribbing, shoring and underpinning of buildings; the erection, dismantling and jacking of pile load tests, the loading, unloading and distribution of all piling, waler, bracing and etc.; job site maintenance of all piledriving equipment; all burning, welding and the splicing of piling, welding of all plates, prior to the driving or after the installation of piling; the operation of all valves, including the pulling of rope or cable to trip the hammer, used in conjunction with piledriving operations, except when installed in the cab or a piledriving rig, the preparation of all barges and scrows, that are used for piledriving work, signaling of all cranes, gin poles, machinery and/or equipment pertaining to piledriving work, pile threader and all other work hereafter awarded to Piledrivers.

The Union agrees that the above occupational scopes are claims for jurisdictional purposes, and are not intended to conflict with established practices.

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C. Territorial Scope

The geographical scope of this Agreement includes all of the following counties: AGCI will work together with the United Brotherhood of Carpenters and Joiners of America to establish boundaries regarding each local union covered by this agreement. This agreement will no longer refer to IDOT districts but will refer only to the counties covered by this agreement in both the collective bargaining agreement and all wage addendums associated with this agreement. A map will be updated and made part of this agreement.

Adams	Effingham	Lee	Putnam
Boone	Fayette	Livingston	Richland
Brown	Ford	Logan	Rock Island
Bureau	Fulton	Macon	Sangamon
Calhoun	Greene	Macoupin	Scott
Carroll	Grundy	Marion	Schuyler
Cass	Hamilton	Marshall	Shelby
Champaign	Hancock	Mason	Stark
Christian	Henderson	McDonough	Stephenson
Clark	Henry	McHenry	Tazewell
Clay	Iroquois	McLean	Vermilion
Clinton	Jasper	Menard	Wabash
Coles	Jefferson	Mercer	Warren
Crawford	JoDaviess	Montgomery	Washington
Cumberland	Kane	Morgan	Wayne
DeKalb	Kankakee	Moultrie	White
DeWitt	Kendall	Ogle	Whiteside
Douglas	Knox	Peoria	Will
Edgar	LaSalle	Piatt	Winnebago
Edwards	Lawrence	Pike	Woodford

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ARTICLE 2 RECOGNITION

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The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of those employees engaged in performing work covered hereunder.

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The Union agrees to recognize the Associated General Contractors of Illinois as the sole and exclusive bargaining agent for all Employers engaged in work properly coming under the jurisdiction of the Union and classified as Heavy/Highway and Utility Construction, who have so authorized the Association.

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ARTICLE 3 MANAGEMENT RIGHTS

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It is understood and agreed that the direction of working forces and the right to employ, terminate, suspend, transfer, lay off, promote, demote or relieve employees of their duty shall be vested exclusively in the Employer, provided, however, that the Employer shall not use this right for the purpose of discriminating against any employee because of their membership or legitimate activities in the Union. It is understood that the Employer is to be the sole judge of the number of employees needed on any particular job, consistent with acceptable safety practices.

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ARTICLE 4 UNION SECURITY

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All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of their

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253 employment on the eighth (8th) day following the beginning of their employment or the effective date
254 of this contract whichever is the later as authorized in Section 8(a) (3) of the Labor Management
255 Relations Act of 1947 as amended by the Act of 1959. Upon written notice from the Union notifying
256 the Employer of the failure of any employee covered by the contract to complete or maintain their
257 membership because of non-payment of dues, the Employer shall, within twenty-four (24) hours of
258 such notice, discharge said employee. Provided further, that no employer or the Union shall
259 discriminate against an employee to whom membership was not available on the same terms and
260 conditions generally applicable to the members, or, if membership was denied the employee for
261 reasons other than the failure of the employee to tender the periodic dues and the initiation fees
262 uniformly required as a condition of acquiring membership. There shall be no discrimination with
263 respect to any term or condition of employment because of race, color, religion, sex, age, national
264 origin, disability, Vietnam-era veteran, disabled Veteran, or any other characteristic protected by law.

265 **ARTICLE 5 PROCURMENT OF LABOR**

266 The Union and the Employer recognize that the Union is in a position to aid the Employer in
267 recruiting needed employees who can meet the standards of the trade and who can promote the
268 efficiency and safety of the operations of the Employer. The Employer shall be at liberty to hire
269 employees in any manner under the National Labor Relations Act of 1947 as amended and the rules
270 and regulations of the National Labor Relations Board, and shall have the right to use the facilities of
271 the Union to recruit job applicants under certain conditions. The Employer agrees to notify the Union
272 when they are in need of new employees and the Union, when requested agrees to assist in securing
273 qualified applicants.

274 The selection of applicants for recommendation by the Union shall be on a non-discriminatory
275 basis and shall not be based on or in any way affected by Union membership, by-laws, rules,
276 regulations, constitutional provisions or any other aspect of Union membership, policies or
277 requirements. The Employer agrees to give all applicants fair consideration consistent with the policies
278 of the National Labor Relations Act, as amended. The Employer retains the right to reject any job
279 applicant recommended by the Union. Nothing in this paragraph shall be construed to limit the
280 Employer from hiring from other sources. The Employer shall have the sole responsibility of hiring.
281 Employees referred by the Union shall present introductory cards to the Employer.

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283 When the Employer requests the Union to recommend job applicants to the Employer, the
284 Employer shall specify the type and the nature of the work to be performed, and the Union shall
285 exercise due care in ascertaining their competence of the applicant or applicants to be recommended.
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287 **Movement of Bargaining Unit Personnel:**

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289 The Employer shall have unlimited movement of bargaining unit personnel throughout all
290 Counties listed in the jurisdiction of this collective bargaining agreement under ARTICLE 1 SCOPE
291 OF AGREEMENT Section C Territorial Scope.

292 **ARTICLE 6 FOREMAN/GENERAL FOREMAN**

293 When more than two (2) carpenters are employed, one (1) shall be assigned foremanship on
294 the job. A carpenter foreman shall not supervise more than twelve (12) carpenters. Where two (2) or
295 more foremen are employed on a project they shall not constitute more than fifty per cent (50%) of the
296 carpenter employees on the project.

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298 When twenty-six (26) or more journeymen carpenters are employed by one (1) Employer on a
299 particular project, exclusive of piledriving work, one (1) shall be designated by the Employer as
300 General Foreman.
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302 Foreman and General Foremen rates shall be included in Wage Addendums negotiated
303 between the Regional Councils and AGC of Illinois.

304 **ARTICLE 7 APPRENTICES**

305 It is mutually understood by the parties hereto that the use of apprentices shall be encouraged
306 on all jobs and they may be employed on the following basis: two (2) journeymen, one (1) apprentice;
307 four (4) journeymen, two (2) apprentices; six (6) journeymen, three (3) apprentices. Beyond that
308 number, they may be employed at the rate of one (1) additional apprentice to two (2) journeymen;
309 except with permission of the Joint Apprenticeship and Training Committee, where more apprentices
310 may be used.

311 An examination of apprentices shall be given by the Joint Apprenticeship Committee where
312 such Committee exists before each period of advancement or at other such times as may be
313 determined. In these examinations consideration shall be given to school attendance, progress, and
314 daily employment records of the apprentices.
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316 The wage scale for apprentices shall conform to the standards of the Carpenters Joint
317 Apprenticeship Program in each individual area.
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319 **ARTICLE 8 WORKDAY, WORKWEEK, OVERTIME SHIFT WORK AND**
320 **HOLIDAYS**

321 Section 1. Eight (8) consecutive hours exclusive of lunch period shall constitute a day's work
322 between the hours of 6:00 a.m. and 6:00 p.m. The starting time shall be determined at the pre-job
323 conference. A lunch period shall be allowed each employee to be taken between the fourth and fifth
324 hours, but may be changed by mutual agreement. If a lunch period cannot be given at the regularly
325 scheduled time, the employee shall be paid one-half (½) hour overtime for lost lunch period, with the
326 allowance of sufficient paid break to eat their lunch during the eight (8) hour work day. The regular
327 work week shall consist of five (5) consecutive eight (8) hour days commencing Monday at 6:00 a.m.
328 and ending Friday at 6:00 p.m. All time worked in excess of eight (8) hours per day Monday through
329 Friday and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except
330 as specified in Section 2 of this Article 8.
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332 Section 2. Where not prohibited by law and by prior notice to the Carpenters Regional Council
333 no later than the end of the last scheduled work day of the prior week, employers may schedule the
334 following work week on the basis of four-ten hour days, Monday through Thursday with Friday being
335 a make-up day if needed to complete the forty (40) hour week. Provided, overtime is paid at the rate
336 of one and one-half (1½) times the base wage rate for all hours worked over ten (10) in a day or over
337 forty (40) in a week and further provided however, that United Brotherhood of Carpenters members
338 shall receive overtime pay when any other craft working on the job at that time receives overtime pay.
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340 The above paragraph on four-ten hour days does not apply to the counties of Grundy, Iroquois,
341 Kane, Kankakee, Kendall, McHenry and Will.
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343 Section 3. All work performed on Sundays and the following legal holidays or days celebrated
344 as such, to wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day
345 after Thanksgiving and Christmas, shall be paid for at the rate of double time. Employees may request
346 off on Veteran's Day without pay. No work will be performed on Labor Day, except in extreme
347 emergency. If a holiday falls on a Sunday, it will be celebrated on the following Monday.
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349 Section 4. When Employees work overtime after 6:30 p.m., they shall be allowed an
350 additional half hour supper time with pay if the Employee continues to work. Every four (4) hours after

351 6:30 p.m. an additional half hour lunch period with pay shall be allowed except when the work is being
352 performed under the "special shift" provision in Section 7 below.
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354 The above provisions of Article 8 shall apply to all work, except for work performed in Grundy,
355 Kane, Kendall, McHenry and Will Counties. The provisions of APPENDIX 1 shall apply only to work
356 performed in Grundy, Kane, Kendall, McHenry and Will Counties.
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358 Section 5. A reasonable equal distribution of overtime shall be made by the contractor to all
359 employees on the project. The steward or their appointed substitute shall be offered all overtime work
360 providing they are qualified to do the work.
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362 Section 6. Shifts. When shifts are employed, the first shift shall be employed within the hours
363 specified in Article 8 as the regular workday. Shifts worked between any other hours shall be
364 considered as second or third shifts and shall be paid on the following basis. The second shift shall
365 receive eight (8) hours pay for seven and one-half (7½) hours work, and the third shift shall receive
366 eight (8) hours pay for seven (7) hours work.
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368 When shift work is scheduled to commence, the Employer agrees to contact the Union
369 Representative, not less than forty-eight (48) hours before such shift work is scheduled to start in
370 order that they may have ample time to assist in securing Employees necessary for such work. It is
371 understood and agreed that shift work will not be scheduled where less than three (3) consecutive
372 day's work is involved except in case of continuous pour on bridge deck, or slab, and in no case less
373 than two (2) consecutive eight (8) hour shifts.
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375 When shift work has been scheduled, the second and third shifts shall complete their work on
376 Friday nights or on any night preceding a holiday at the established minimum rate of pay. However,
377 should any shift be required to start prior to 6:00 a.m. Monday morning or 6:00 a.m. of any day
378 following a holiday or a day celebrated as such, the premium rate of eight (8) hours pay for seven
379 (7) or seven and one-half (7½) hours work shall not apply and the employees on such shift shall be
380 paid double time for actual hours worked.
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382 When working shifts, the same employee shall not work on more than one (1) shift in any
383 twenty-four (24) hour period. The conditions outlined herein shall also apply to foremen.
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385 Section 7. Special Shift. With prior notification by the Employer to the Union Representative,
386 if a special shift is required by an owner and/or if the Employer needs to perform work which cannot
387 be performed during regular working hours, employees may work a special shift and receive two
388 dollars (\$2.00) an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch
389 after the fourth hour. No employee may work on a special shift if they have performed bargaining unit
390 work that day during the regular working hours. The Employer's request for this special shift must
391 include the starting date, the approximate number of employees involved and the estimated conclusion
392 date. Other terms and conditions may be agreed to between the Union Representative and the
393 Employer.

394 ARTICLE 9 REPORTING TIME

395 Each employee shall give the contractor a telephone number where the employee may be
396 reached, which number the contractor shall call to notify the employee if there is to be no work.
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398 Such notice shall be reasonably in advance of starting time considering the distance the
399 employee must travel to the job. When weather conditions are unfavorable, employees who have no
400 telephone shall ascertain for themselves whether there will be work by contacting a carpenter working
401 on the same project who has a telephone or by calling (collect) the contractor.

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403 The contractor shall have no obligation to pay show-up time to those employees who the
404 contractor or their Union representative cannot by diligent effort contact to notify them there will be no
405 work because of inclement weather or conditions beyond the contractor's control. If an employee is
406 called to work after the regular starting time, then their day shall start at the regular starting time.
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408 If an employee is not called off and reports for work, whether or not work starts, the employee
409 shall receive not less than two (2) hours pay and may be required to remain at the project for the entire
410 two (2) hours to receive the pay. If an employee starts work after the first two (2) hours, or if the
411 employee is asked to remain on the job after the first two (2) hours, the employee shall receive four
412 (4) hours pay. The employee may be required to remain at the job to receive this pay. After four (4)
413 hours, the employee shall be paid only for time worked.
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415 The reporting time for Saturdays, Sundays and holidays shall be as stated above, however, in
416 the event inclement weather or equipment breakdown causes stoppage of work on those days,
417 employees will be paid for time actually worked, but in no event less than two (2) hours at the rate
418 applicable to that day.

419 **ARTICLE 10 RATES OF PAY, CONTRIBUTIONS AND DEDUCTIONS**

420 A. Rates of Pay. The minimum rates of pay for each county shall be as set forth in each of the
421 attached Wage Addendums.
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423 B. Contributions. The Employer agrees that all Pension, Annuity and Health and Welfare
424 contributions are to be made in accordance with the applicable Wage Addendum on behalf of
425 and for all hours worked by persons covered by this Agreement. The Employer agrees to be
426 bound by the terms of such Trust Agreements as they now exist and as they may hereafter be
427 amended, as if the terms of such Agreements were fully set forth herein. The Employer
428 understands and acknowledges that the Trustees of those Funds have the right to make
429 reasonable rules relating to the payment of fringe benefit contributions and pertaining to their
430 rights and remedies as against employers who are delinquent in making payment of such
431 contributions to the Funds. The Employer agrees to be bound by such rules as currently exist or
432 may from time to time be established or amended. Copies of such Trust Agreements and rules
433 can be obtained by the Employer by request from the applicable Fund Administrator or Trustee
434 of the Fund.
435

436 Payment of Annuity, Pension, and/or Health and Welfare contributions for an employee's work
437 in each locality shall be made to such funds and in such amounts as are identified in the applicable
438 wage addendum for that locality where the work is performed, provided that the designated fund is
439 signatory to a UBCJA National Reciprocal Agreement. In the event such Annuity, Pension and/or
440 Health and Welfare Fund is not signatory to the appropriate National Reciprocal Agreement, the
441 equivalent contribution amounts of the area where the work is performed shall be paid to the relevant
442 fund identified in the Collective Bargaining Agreement of the UBCJA affiliate in the employee's home
443 area, or in the event such home area fund refuses to accept that contribution, to the Carpenters Labor-
444 Management Pension Trust.
445

446 Provided further, that the Company may, at its discretion, submit the contributions to the
447 employee's home-area Local Union or Regional Council funds even if the work-area Local Union or
448 Regional Council funds and the employee's home-area Local Union or Regional Council funds are
449 signatory to a UBCJA National Reciprocal Agreement. If the Company chooses this option, it shall
450 provide sufficient proof to the work-area Local Union or Regional Council funds that the appropriate
451 contribution amount has been paid to the employee's home-area Local Union or Regional Council
452 funds. This option shall not be available if the employee's home-area Local Union or Regional Council

453 funds refuse to accept such payment. Furthermore, it is expressly understood that the Employer will
454 only be required to submit contributions to the above referenced funds in the amounts listed in the
455 collective bargaining agreements and/or wage addendums where the work is actually performed. This
456 provision is strictly limited to the Company's payment of Annuity, Pension and/or Health and Welfare
457 contributions required under the applicable work-area collective bargaining agreement to the work-
458 area Local Union or Regional Council. All other contributions and check-offs shall be paid to the
459 respective funds where the work is being performed as per the applicable addendum.

460
461 SUPERVISORS. The bargaining unit shall also include, for purposes of Pension and Welfare
462 Fund contributions only, such persons in the employ of the Employer referred to herein as
463 "supervisors", as that term is defined in the Labor-Management Relations Act of 1947, as amended,
464 provided that such supervisors:

- 465 a. has heretofore been included as a member of the "bargaining unit" on any basis,
466 under the terms of this collective bargaining agreement, any predecessor
467 collective bargaining agreement, or any other collective bargaining agreement
468 entered into by this Regional Council, and,
469
470 b. was an employee on whose behalf within the five (5) year period prior to the
471 effective date of this Agreement contributions were required to be made or were in
472 fact made for at least 5,000 hours worked.
473

474 It is expressly understood that the purpose of this provision is limited solely to permitting
475 persons who have participated in the aforesaid Pension and Welfare Funds as members of the
476 bargaining unit to continue to do so upon their promotion to management positions, and is in no
477 respects intended to include such persons within the scope of the bargaining unit for purposes of union
478 membership, collective bargaining, or any other provisions of this Agreement other than provisions
479 governing the payment of pension and welfare contributions.
480

481 It is further understood and agreed that since such supervisors are not subject to the wage
482 provisions of this Agreement, and may be paid on a salaried basis, contributions on behalf of such
483 persons to the Pension and Welfare funds shall be on the basis of one hundred sixty (160) hours for
484 each and every month during which such supervisor receives any wages from the Employer.
485

486 It is expressly understood that in the event the Employer is an unincorporated partnership or
487 sole proprietorship, any persons who is a partner or sole proprietor of the Employer is ineligible to
488 receive benefits from the Pension and Welfare Funds, and no contributions are payable to those
489 Funds on behalf of such persons. If, on the other hand, the Employer is a corporation, persons who
490 happen to own all or a portion of the stock of said corporation are "employees" of the Employer and
491 will be considered as included within the bargaining unit for purposes of wages and fringe benefit
492 contributions to the extent that they would qualify as such if they were not shareholders.
493

494 The parties recognize that individuals employed by corporations which are employers under
495 this Agreement may perform some work which is covered under this Agreement and other work which
496 is not. Some of these employees receive compensation in such a manner that it is difficult or
497 impossible to determine for purposes of fringe benefit contributions the precise number of hours for
498 which contributions are payable on their behalf to the Funds, and this uncertainty has created a need
499 for uniform and consistent rules which would be fair to all concerned. It is therefore agreed that when
500 an employee who is employed by a corporation performs both work covered under the terms of this
501 Agreement and work which is not covered under the Agreement, and if such person is paid on any
502 basis other than at the hourly wage rate specified in this Agreement for all hours worked by such
503 employee in any capacity whatsoever, and provided further that such employee is:

504 (a) shareholder, officer, and/or director of the corporation, or

505
506 (b) a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer,
507 and/or director of the corporation.
508
509

510 The Employer shall be required to make contributions on behalf of such employee on the basis
511 of one hundred sixty (160) hours for each month in which such employee received any compensation
512 from the corporation at the hourly contribution rates established elsewhere in this Agreement.

513 C. Within ten (10) days of a request by the Union for a particular project the Employer shall obtain
514 and furnish to the Union evidence of a surety bond in an amount as determined by the Union not
515 to exceed one hundred thousand dollars (\$100,000) guaranteeing payment of all fringe
516 contributions as set forth in the wage and fringe Addendums attached to this Agreement. The
517 Employer shall not cancel or terminate such bond without first providing thirty (30) days notice to
518 the Union. Provided, however, that Employers who have worked not less than three (3) years in
519 the State of Illinois and have made fringe benefit payments in accordance with the terms of this
520 contract for the preceding two years shall be exempted from said bonding obligation.
521

522 In the event the Union and/or Trustees are required to file suit by reason of an Employer's
523 failure to: (a) maintain their monthly Welfare, Pension, and Annuity contributions pursuant to the
524 attached Addendums, and a judgment is rendered in favor of the Union and/or Trustees, as part of
525 said judgment, a reasonable amount of the attorney's fees and court cost shall be awarded them by
526 the court. After the Union and/or Trustees are awarded said judgment, the Union shall have the right,
527 at its option, to require said Employer to furnish a suitable bond with a reputable Surety Company
528 guaranteeing his performance, as set forth in this section prior to any resumption of the instant
529 agreement with said employer.

530 It is agreed that on each anniversary day of any wage addendum to this Agreement the Union
531 will have the option of distributing any part of the negotiated increase into an existing Health and
532 Welfare and/or Pension Plan and/or Annuity or base wage rate, upon sixty (60) days from notice to
533 the Associated General Contractors of Illinois.
534

535 D. In addition to any contributions otherwise called for herein, the parties agree that the Employer
536 shall make a contribution as per the area wage schedule or area addendum for each employee
537 covered by this Agreement to the Carpenters International Training Fund (the "Training Fund").
538 Payment shall be made to the Carpenters International Training Fund, or to such collection agent
539 as is designated by the Carpenters International Training Fund on or before the 15th day of the
540 month following the month of the work performed. The Employer hereby agrees to be bound by
541 the Agreements and Declarations of Trust for the Carpenters International Training Fund as they
542 exist and as they may be amended or restated, and to such rules, regulations and other governing
543 documents adopted pursuant to such Trusts. Upon request, the Employer may receive the latest
544 annual report prepared for any or all of the above referenced Funds.
545

546 E. Industry Advancement Fund

547 1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry
548 Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid
549 at straight time or overtime to each employee working under this Agreement.

550 2. The contributions to the IAF shall be deposited each month, or at such other regular intervals
551 as may be determined by the Association, to the depository designated by the Association.
552 Such contributions shall be reported and sent to the depository designated by the Association
553 on a form that contains other contributions. Failure of an EMPLOYER to comply with this
554 Article shall be deemed a direct violation of the Agreement.

604

ARTICLE 12 PAYMENT OF WAGES

605

A. Weekly Pay Day

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607

Except as hereinafter provided, payment of wages shall be made once each week on the job during working hours. The Employer agrees to furnish with each payroll check or currency payment, a full statement of deductions and to make allowance for any charge made for cashing of checks drawn on out-of-town banks. Whenever the regular pay day falls on a recognized holiday, the employees shall receive their pay the day before such holiday. No more than three (3) working days pay shall be held back unless an agreement is reached with the Union Representative. Direct deposit payroll for company employees can be implemented if mutually agreed upon and with written consent of the employee.

615

616

The Employer shall furnish Form W2, Statement of Withholding, to each employee on or before January 31st of each calendar year to last known address.

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If an Employee is made to wait beyond the time the wages are due, they shall be paid at the straight time base rate for all the time they wait on the jobsite or four (4) hours at the straight time base rate for each day the check is late whichever amount is greater.

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B. Discharge and Lay-Off

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If an Employer qualifies for the bond exemption in Article 10, and needs to layoff or discharge an employee, the Employer may mail the employee's paycheck to the home address last provided by the employee. The mailed check must be postmarked on the next business day following layoff or discharge. If the check is not postmarked on the next business day, excluding Saturdays, Sundays and holidays, the employee shall receive two (2) hours pay at the straight time rate for each day that the check is late.

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If the Employer is not exempt from posting bond as outlined in Article 10, Section 8, and lays off an employee, the Employer shall pay employees all wages due at the time of layoff, and payment shall be made on the job, regardless of whether such layoff is temporary or permanent.

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In the event an employee covered by this contract is laid off or discharged, they shall be notified one (1) hour in advance of such lay-off in order that they may have one hour in which to put their tools in condition to report for work on another job. No employee covered by this Agreement shall be required to sharpen tools on their own time or take them home to sharpen while employed, but must have tools sharp when arriving on new job.

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ARTICLE 13 GENERAL CONDITIONS

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A suitable building, tool wagon or field box shall be furnished for the use of the carpenters only, location to be determined by the Employer, to keep their tools and clothes in, and under no circumstances will flammable materials be stored therein. In case of fire or major theft of the tools of the carpenters placed within said building, tool wagon or field box for safe keeping resulting from a break in after working hours, if suitable insurance covering such loss is not carried by the Employer, the Employer shall be responsible for such loss which shall not exceed a total maximum of five hundred dollars (\$500.00) in each individual case provided a list of tools was provided to the superintendent by the employee when commencing work. The employee claiming a loss must substantiate the value of their tools. Millwrights shall also be included in the above tool provision with the same listed restrictions

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- 555 3. The activities of the IAF shall be determined by the Association and shall be financed from the
556 payments herein provided for the advancement of the Heavy/Highway and Utility
557 Construction in the state of Illinois.
558
- 559 4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the
560 Association its payroll records to determine compliance with this article.
561
- 562 5. The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the
563 Association to enforce this Article is not subject to any of the grievance/arbitration provisions
564 of this Agreement. If the Association files a lawsuit against an EMPLOYER to collect
565 delinquent contributions under this Article, the EMPLOYER agrees that the Association shall
566 be entitled to recover interest of five per cent (5%) per annum on the unpaid or late-paid
567 contributions and to recover attorneys' fees and cost.
- 568 F. Notwithstanding any other provision of this Article, the parties agree that during the term of this
569 Agreement, with sixty (60) days prior written notice to the Associated General Contractors of
570 Illinois, the Union may redirect their contributions to another Health and Welfare, Pension or
571 Annuity plan or Apprenticeship Training Fund. Provided further, that any increase or decrease in
572 the contribution rate shall not take effect until the next wage anniversary date at which time a
573 new Wage Addendum shall list the changes, if any, in contributions. Because of the restrictions
574 in the Illinois Prevailing Wage Act, it is also agreed that the basic wage rate will not be reduced
575 to accommodate any changes in the fringe benefit contributions.

576 **ARTICLE 11 PREMIUM WORK**

577 The erection and dismantling of all towers and scaffolds when same is over forty (40) feet in
578 height from the base or other hazardous work where a free fall of forty (40) feet or more is possible
579 shall be paid for at the rate of two dollars (\$2.00) per hour above the minimum wage rate.
580

581 In order to promote skill advancement training for Carpenters and to further the professional
582 development of the craft, all carpenters will be encouraged to obtain a welding certification as required
583 by the project owner. As an incentive, the Employer agrees to pay an additional two dollars (\$2.00)
584 per hour to carpenters, who are or become certified welders, when they perform certified welding work
585 and provide current documentation as to being a certified welder.
586

587 When driving pile, the wage scale shall be two dollars (\$2.00) above the applicable wage rate
588 in the jurisdiction of which the work is being performed for employees who provide current
589 documentation as to being a certified welder.
590

591 Where any irritant treated lumber or material is used which is harmful to either body or clothing,
592 the wage scale shall be two dollars (\$2.00) per hour above the minimum scale of wages as set forth
593 in this contract. This does not include oiled forms.
594

595 If an employee is assigned to the handling of irritant treated material for one (1) hour or more
596 during any one half shift, he shall receive not less than four (4) hours pay at the premium rate. This
597 provision shall apply to shift work as well as to the regular eight (8) hour day.
598

599 When employees are required to work fifteen (15) feet or more below the ground level in
600 sheathed holes or water level in cofferdams, they shall be paid at the rate of two dollars (\$2.00) per
601 hour above the minimum hourly rate of wages for the various classifications.
602

603 There shall be no pyramiding of premiums for any Items listed in Article 11.

651 applying except the maximum amount of coverage shall be one thousand dollars (\$1,000) in each
652 individual case.

653
654 The Employer is to furnish conveyance for all carpenters tools being moved from one job to
655 another during working hours.

656
657 All Employees covered by this contract are to receive pay for moving from one job to another
658 during working hours. All Carpenters shall leave the employer's tool house, tool wagon or field box as
659 defined in paragraph 1 above, at the regular starting time. All Carpenters shall cease work at their
660 place of work at their regular quitting time. Time going from the aforementioned tool house, tool wagon
661 or field box and that part of the project where the work is in progress shall be considered as part of
662 the working day.

663
664 All power driven tools, special tools, such as mitre boxes, and necessary equipment for
665 keeping tools in proper condition such as emery wheels, files, etc., shall be furnished by the Employer.

666
667 No employee covered by this contract shall furnish, loan, lease, or rent to an Employer any
668 equipment or tools of any description. The Employer shall furnish boots and raincoats when needed.

669
670 Properly cooled drinking water, individual sanitary drinking cups, bottled water, and suitable
671 toilet facilities shall be furnished at all times.

672
673 There shall be at least one (1) journeyman carpenter available on the project while concrete is
674 being poured in forms other than footings and sidewalks, for checking the forms, anchor bolts, etc.

675
676 The Employer agrees to file a valid certificate of Worker's Compensation Insurance approved
677 by the State of Illinois and date of expiration of the policy with the Union, or its official representative,
678 which information shall be available to the public on demand. The Employer shall also have an
679 Employer's number and shall pay Social Security on any employee covered by this contract. They
680 shall further elect to come under the Illinois State Unemployment Insurance Act and pay
681 unemployment compensation insurance on all employees covered by this contract.

682
683 When Employers require employees to be moved to an area other than their respective
684 jurisdiction they shall be reimbursed for actual necessary expenses incurred.

685
686 The Employer shall furnish welding gloves, hoods and sleeve protectors for welders as
687 required for use on the job. Such equipment is to be returned to the Employer upon completion of the
688 project.

689 **ARTICLE 14 UNION REPRESENTATIVES**

690 Representatives of the Union shall not be denied access to the Employer's project office or to
691 any part of the Employer's project for the transaction of necessary business with the Employer of the
692 employees covered by this contract except for government or federal security reasons.

693 **Steward**

694
695 The Employer agrees to recognize the right of the Union Representatives of the Union to select
696 or appoint a Steward, who shall be a member of the Local Union where the work is being performed.
697 The Union shall select or appoint a Steward from among the Employer's current Employees as agreed
698 to by the Employer, excluding Foreman, or from the Employer's Unit Employees. Employer's Unit
699 Employees shall be defined as Employees who have two hundred fifty (250) hours previous work
700 experience with the Employer within the preceding twelve (12) months. The Steward's duties shall be
701

702 to see that all employees covered by this contract are in compliance with Article 4 (Union Security) In
703 accordance with the requirements of this contract, to hear and attempt to adjust disputes and
704 grievances, and in the case of accident, to see that the employees covered by this contract and their
705 personal belongings are cared for. Loss of time in caring for sick or injured employees shall be paid
706 for by the Employer in an amount not to exceed eight (8) hours at straight time.
707

708 A steward, after having satisfactorily completed five (5) working days of employment after the
709 Employer has been notified in writing of an employee being named steward for an Employer, shall not
710 be laid off or discharged without just cause so long as other employees covered by this contract,
711 except a foreman, are employed on the project. In no case shall the Steward be discharged, laid off
712 or fired until the Union Representative has been notified to the effect that their work or conduct is
713 unsatisfactory. When such charges are made against the Steward, the Employer, or their Union
714 Representative, shall meet with the Union Representative and attempt to settle the dispute. In the
715 event the respective representatives cannot reach an agreement the dispute shall be processed under
716 the terms as provided for in the arbitration section of this contract.
717

718 The Steward shall work as any other carpenter employee.

719 **ARTICLE 15 SETTLEMENT OF DISPUTES**

720 The parties agree that during the term of this Agreement, including any renewal period, or
721 during any pending arbitration proceedings or during any negotiations between the parties hereto as
722 to desired changes in this contract as herein provided, there shall be no strikes, lockouts, boycotts,
723 picketing, stoppage of work or slowdown of work.
724

725 With the exception of jurisdictional disputes, all differences of any kind (hereinafter referred to
726 as grievances) between the Employer and the Union which arise under this Agreement shall be
727 resolved in the following manner:
728

729 Step 1: Should any employee covered by this contract believe that he has been unjustly dealt
730 with or that any provision of this contract has been or is being violated, said employee or his
731 representative shall attempt to resolve the matter orally with the job superintendent or other authorized
732 representative of the Employer on the job site. If the grievance is not satisfactorily resolved the
733 grievance shall be handled as provided below.
734

735 Step 2: The grievance shall be reduced to writing and transmitted to the Employer. The
736 Employer must receive the written grievance within five (5) working days of the date when the
737 employee knew or should have known of the incident giving rise to the grievance. Failure to meet this
738 time limit shall automatically resolve the grievance in the Employer's favor.
739

740 Step 3: If the grievance referred to in Step 1 has not been satisfactorily resolved within five
741 (5) working days after the Employer has received the written grievance, the Employer or the
742 Union may request in writing to the other party within five (5) working days that a Joint Grievance
743 Committee be convened for the purpose of hearing and resolving the grievance. The written
744 correspondence at this step must state the question or issue involved. The Committee shall meet as
745 expeditiously as possible after notification and the Committee shall be composed of an equal number
746 of representatives appointed by the Executive Officer of the Regional Council of Carpenters involved
747 and the Associated General Contractors of Illinois, but in no event shall the Committee be composed
748 of less than two representatives from each party.
749

750 The Committee's decision shall be final and binding on the parties. However, if the Committee
751 deadlocks the matter, either the Regional Council of Carpenters involved or the Associated General
752 Contractors of Illinois may request arbitration.

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Step 4: In the event the Committee deadlocks and arbitration is requested, the matter shall be submitted to an impartial arbitrator for decision. The impartial arbitrator shall be selected as follows: one (1) person appointed by the Executive Officer of the Regional Council of Carpenters involved and one (1) person selected from the AGC of Illinois shall be responsible for selecting the arbitrator. The party requesting arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service, and the representative of the Union and the representative of the AGC of Illinois shall alternately strike the names provided by the FMCS until there is one remaining. The party requesting arbitration shall strike first. The list must contain an odd number of arbitrators. The remaining name shall be selected as the impartial arbitrator. The arbitration shall be held as expeditiously as possible and the decision of the arbitrator shall be final and binding on both parties.

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If the grievance is brought by a Local or by an Employer covered by this Agreement, the grievance shall be handled in the following manner.

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Step 1: The aggrieved party shall reduce the grievance to writing and present it to an authorized representative of the other party within ten (10) working days of the date the aggrieved party knew or should have known of the incident giving rise to the grievance. Failure to observe this time limit shall automatically resolve the grievance in favor of the other party. If the Employer or his authorized representative and the business representative of the Union cannot satisfactorily resolve the grievance within ten (10) working days of its presentation, either the Employer or the Local Union may request in writing within ten (10) working days that a Joint Grievance Committee be convened for the purpose of hearing and resolving the grievance. The written correspondence at this step must state the question or issue involved. The Committee shall meet as expeditiously as possible after notification and the Committee shall be composed of an equal number of representatives appointed by the Executive Officer of the Regional Council of Carpenters involved and the AGC of Illinois but in no event shall the Committee be composed of less than two (2) representatives from each party. The Committee's decision shall be final and binding on the parties. However, if the Committee deadlocks the matter, either the Regional Council of Carpenters involved or the Associated General Contractors of Illinois may request arbitration.

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Step 2: In the event the Committee deadlocks and arbitration is requested, the matter shall be submitted to an impartial arbitrator for decision. The impartial arbitrator shall be selected as follows: one (1) person appointed by the Executive Officer of the Regional Council of Carpenters involved and one (1) person selected by the AGC of Illinois shall be responsible for selecting the arbitrator. The party requesting arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service, and the representative of the Union and the representative of the AGC of Illinois shall alternately strike the names provided by the FMCS until there is one remaining. The party requesting arbitration shall strike first. The list must contain an odd number of arbitrators. The remaining name shall be selected as the impartial arbitrator. The arbitration shall be held as expeditiously as possible and the decision of the arbitrator shall be final and binding on both parties.

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ARTICLE 16 DRUG AND ALCOHOL POLICY

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Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any Employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under

802 this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying
803 compliance with this provision, when required by the Employer at the expense of the Employer.
804

805 Section 2. Provisions for employee drug or alcohol testing will be outlined in Employer policy
806 and procedures or as required in documentation by Project Owner. Drug and alcohol testing shall
807 consist of, but not limited to, pre-employment, random and reasonable cause. Reasonable cause shall
808 include for example but is not limited to, visible impairment, possession, reports of on duty use, prior
809 detection and rehabilitation, or involvement in an accident, injury or unsafe act.
810

811 Section 3. All drug and/or alcohol testing shall follow the procedures or future revisions outlined
812 by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in
813 compliance with all applicable state and federal laws regarding alcohol/drug testing.
814

815 Section 4. Personnel utilized for testing will be certified as qualified to collect samples and
816 adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be
817 certified by the Department of Health and Human Services and/or Substance Abuse and Mental
818 Health Services Administration (SAMHSA) approved.
819

820 Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates,
821 (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine)
822 or other drugs that may be specified by future Substance Abuse and Mental Health Services
823 Administration (SAMHSA) direction.
824

825 Section 6. Testing and test results. The collection of urine specimens, the chain-of-custody of
826 the specimen and the laboratory testing shall be in accordance with the guidelines established by
827 SAMHSA.

828 Random Tests

829 All employees covered by the random drug test policy will be included as part of the group from
830 which the Medical Review Officer (MRO) will randomly select employees by using a computer
831 generated selection of social security numbers for testing per the requirements of the Employer's
832 Policy.
833

834 On a periodic basis the MRO will select randomly a number for random testing during that
835 month.
836

837 Names selected will be forwarded to each Employer who will notify their employees selected
838 to be tested. The Employer will be given a date before which the individual must be tested. The persons
839 to be tested shall not be informed before the actual test is to be performed.
840

841 Failure of the Employer to accomplish the above requirements in the time allotted will cause
842 them to be out of compliance with the random testing requirements.
843

844 All tests shall be conducted using only urine specimens in accordance with current SAMHSA
845 guidelines. Sufficient amounts (a minimum of 60 cc) of the sample shall be taken to allow for an initial
846 test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-
847 custody procedures as established by SAMHSA. The sample collection will not be observed directly.
848 The testing procedure is designed to respect employee's rights to privacy.
849

850 The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a
851 question or a positive result arises from the initial test; a confirmation test must be utilized before action
852 can be taken against the employee. The confirmatory test will be by Gas Chromatography - Mass

853 Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at employee's time and
 854 expense. Confirmed positive samples will be retained by the testing laboratory in secured long term
 855 frozen storage for a minimum of one year. Handling and transportation of each sample must be
 856 documented through strict chain-of- custody procedures; specimen containers shall be labeled with a
 857 number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor
 858 and collecting agent. The labeling shall be done in the employee's presence. Every effort shall be
 859 made to assure the validity and accuracy of all tests.

860
 861 MRO Interview. When an employee receives a confirmed positive test, the Medical Review
 862 Officer (MRO) will interview the employee via telephone and give the employee an opportunity to
 863 explain any positive test results such as those that could be caused by prescription medication
 864 endorsed by a physician. After the interview, if the MRO confirms that the test results are positive, the
 865 Employer will be notified of the results. Results of the test will be held in the strictest confidence and
 866 only people with an absolute "need to know" can request such results unless released to do so by the
 867 employee.

868
 869 It is the intent of this program to comply with all laws and regulations promoting non-
 870 discrimination in employment.

871
 872 Except as set forth herein, no employee shall be required to sign any waiver of their rights.

873
 874 Test Results: Concentrations of a drug at or above the following levels shall be considered a
 875 positive test result when using the initial immunoassay drug screening test:

876 INITIAL TEST

877 Level-Nanogram/Milliliter (hereinafter referred to as ng/ml)

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2,000
Phencyclidine	25
Amphetamines	1,000

878
 879 Concentration of a drug at or above the following levels shall be considered a
 880 positive test result when performing a confirmatory Gas Chromatography/Mass
 881 Spectrophotometry test on a urine specimen that tested positive using a
 882 technologically different initial screening method:

CONFIRMATORY TEST	LEVEL ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150*
Opiates: Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines/Methamphetamine	500***

883

Phencyclidine 25
 Amphetamines/Methamphetamine 500***

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Bezolyecgonine

*** If methamphetamine, there must be >200 ng/ml of Amphetamines

884 Alcohol test levels at or above .02 shall be considered a positive test for safety-sensitive
885 equipment.
886

887 Section 7. Employees taking prescription medication which according to their physician has
888 physical or mental side effects which could cause impairment on the job site, may report the medication
889 to site supervision. Employees who report use of lawful medication as described above shall not be
890 disciplined for use of same.
891

892 Section 8. Any Employee with test results of negative shall be compensated for all hours lost.
893 If an Employee has a confirmed positive test, they will be (a) suspended without pay up to thirty (30)
894 days, or as determined by established company policy, (b) mandatory enrollment in a certified
895 rehabilitation program, at employee's own expense, and successful completion, (c) and agree to
896 periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation
897 program. A second positive or refusal to participate in a certified rehabilitation program after the first
898 positive test shall result in termination of employment.
899

900 Section 9. Termination under this provision, including the circumstances surrounding the
901 conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provision of
902 this contract.

903 **ARTICLE 17 SAFETY**

904 Section 1. It is recognized there are important roles to be performed by the employees, Union
905 officials and management in the prevention of accidents and ensuring a safe and healthy working
906 environment. The worksite should be maintained in a clean and orderly state, so as to encourage
907 efficient and safe operations.
908

909 Section 2. It is important to succeed in this cooperative effort because it is also recognized that
910 failure can mean hardship to the employee and a threat to the security of their family.
911

912 Section 3. It is because of these mutual benefits that the employees, Union officials and
913 management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working
914 environment.
915

916 Section 4. In regards to pilledriving crews, the parties recognize the Employers' right to
917 determine the size of the crew to safely do the job, provided however, all members of the crew shall
918 be from the bargaining unit.
919

920 Section 5. The Carpenters agree to use their training facilities to provide skill advancement
921 training in OSHA construction standards such as; Accident Prevention Responsibility, Asbestos,
922 Hearing Protection, Welding and Cutting, Scaffolding, Fall Protection, Excavations and Trenching,
923 Ladders, etc. to improve journeyman skills. The Carpenters shall use their training facilities to insure
924 that all Carpenters shall be required to successfully complete the Thirty-Hour OSHA (Occupational
925 Safety and Health Administration) Construction Safety Course. Thereafter, each Carpenter shall be
926 required to successfully complete the Thirty-Hour OSHA Construction Safety and Health Course every
927 two (2) years to maintain their safety awareness and competence. Employers may request referral of
928 Carpenters who have completed the Thirty-Hour OSHA course and refuse Carpenters who have not
929 completed the course without penalty.
930

931 Section 6. All Carpenters shall be responsible for wearing appropriate safety gear such as
932 boots, ear, eye, and head protection. The employer and all employees agree to abide by all federal,
933 state, local and company safety policies.
934

935 Section 7. Failure on the part of an employee to comply with safety rules established by the
936 Employer may be grounds for dismissal.

937
938 Section 8. CELL PHONES AND OTHER COMMUNICATION DEVICES. The use of
939 personal communication devices such as cellular phones are prohibited during work hours and in work
940 areas, unless the company has provided such devices to the employee for business use only, except
941 in case of emergency or use by the steward for union business.

942 **ARTICLE 18 MARKET RECOVERY**

943 Refer to Addendum I.

944 **ARTICLE 19 SAVINGS AND SEPARABILITY**

945 In the event that any article, paragraph or section of this contract and any amendments thereto
946 shall be invalid, then neither of the parties hereto shall be bound thereby, but the said article,
947 paragraph and section shall be deemed to be separable and the invalidity of any portion thereof shall
948 not affect the validity of the remainder of the contract.

949
950 It is the intention of the parties hereto to comply with all applicable provisions of State or
951 Federal law, and they believe that each and every part of this contract is lawful. All provisions of this
952 contract shall be complied with unless any of such provisions shall be declared invalid or inoperative
953 by final order of any court of competent jurisdiction. In such event, the Union or the Employer may, at
954 its option, require renegotiations of such individual provisions for the purpose of adequate legal
955 replacement thereof, each reserving the right of economic recourse in the event agreement cannot
956 be reached in such negotiations and such action shall not constitute a violation of this contract.

957 In the event of the invalidation of any section, sentence or article of this contract by any court
958 or board of competent jurisdiction, all remaining provisions of this contract shall remain in full force
959 and effect.

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ARTICLE 20 DURATION AND TERMINATION

This contract shall be effective May 1, 2026 expiring April 30, 2029. Effective May 1, 2026, all wage addendums will take effect May 1st of each year and shall be in effect through April 30th, of the following year.

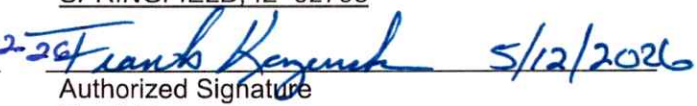
Should either party hereto desire to terminate this contract, they may do so by serving notice of a desire to terminate by U.S. Certified Mail not more than ninety (90) nor less than sixty (60) days prior to its termination date. In default of such notice, this contract shall continue upon the same terms and conditions as herein contained for a further period of one (1) year and so on from year to year until it is terminated by either party hereto giving such notice as herein provided.

IN WITNESS WHEREOF, The Associated General Contractors of Illinois has caused this contract to be executed by its duly authorized representatives and the Regional Councils

MID-AMERICA CARPENTERS REGIONAL COUNCIL

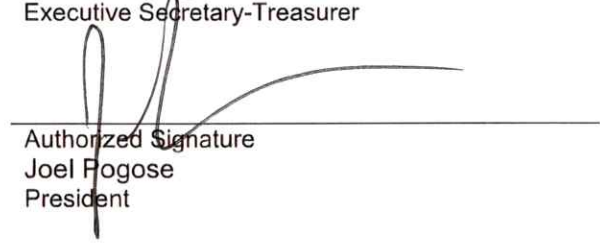
(please print or type firm name below)
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
3219 EXECUTIVE PARK DR
SPRINGFIELD, IL 62703





Authorized Signature
Kevin McLaughlin
Executive Secretary-Treasurer

Authorized Signature
Frank Kazenske
Director of Labor Relations



Authorized Signature
Joel Fogose
President

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APPENDIX 1

It is agreed that this APPENDIX 1 shall be attached to and become part of the Agreement negotiated between AGC of Illinois and the United Brotherhood of Carpenters and Joiners of America, covering Heavy/Highway and Utility Construction in Illinois, effective May 1, 2026 through April 30, 2029.

This APPENDIX 1 shall apply only to work performed in Grundy, Kane, Kendall, McHenry, and Will Counties as follows:

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GRUNDY COUNTY

Hours of Labor - Holiday - Overtime Pay. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Regular daily working hours shall be between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. All overtime will be double time except the two (2) hours after the regular or adjusted workday, and the first 8 hours of work performed on Saturday, which will be compensated for at time and one half (1½). Over eight (8) hours on Saturday will be paid at double time. No employee shall work after the regular established payday without receiving their wages in full each week. Authorized Union Representatives will have the right to inspect members' check/checks to see that proper wages and overtime are being paid. If mutually agreed, the hour of starting may be changed. No overtime work will be performed including Saturday, Sunday or holidays unless permission is granted by the Representative of the Local Union in the area where the work is to be performed.

All work performed on Sunday and the following holidays (or days celebrated as such) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be compensated for at double time.

The lunch period may be adjusted at the Employer's option during the placement of concrete to begin any time between 12:00 noon and 1:00 p.m. This is a deviation from the regular lunch of 12:00 noon to 12:30 p.m.

No overtime will be performed including Saturday, Sunday or holidays, unless permission is granted by the Representative of the Local Union in the area where the work is to be performed. On unscheduled overtime in excess of two (2) hours, Employer shall pay for Employee's dinner, which shall be a hot, full meal and paid one-half (½) hour's time to eat. When Employer and Employee agree, the above may be waived for one (1) hour, double time, above hours worked. The above shall repeat every four (4) hours.

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KANE, KENDALL & MCHENRY COUNTY

Hours of Labor - Holiday - Overtime Pay. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Regular daily working hours shall be between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. All overtime will be double time except the two (2) hours after the regular or adjusted workday, and the first eight (8) hours of work performed on Saturday, which will be compensated for at time and one half (1½). Over eight (8) hours on Saturday will be paid at double time. No Employee shall work after the regular established payday without receiving their wages in full each week. Authorized Union Representatives will have the right to inspect members' check/checks to see that proper wages and overtime are being paid. If mutually agreed, the hour of starting may be changed. No overtime work will be performed including Saturday, Sunday or holidays unless permission is granted by the Representative of the Local Union in the area where the work is to be performed.

1027 All work performed on Sunday and the following holidays (or days celebrated as such) New
1028 Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day,
1029 shall be compensated for at double time.

1030
1031 The lunch period may be adjusted at the Employer's option during the placement of
1032 concrete to begin any time between 12:00 noon and 12:30 p.m.

1033

WILL COUNTY

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1035 Hours of Labor - Holiday - Overtime Pay. Eight (8) consecutive hours shall constitute a day's
1036 work between the hours of 8:00 a.m. - 12:00 Noon, and 12:30 p.m. - 4:30 p.m. The regular work
1037 week shall consist of five (5) consecutive eight (8) hour days, commencing on Monday at 8:00 a.m.
1038 and ending Friday at 4:30 p.m., time worked by an Employee in excess of the regular eight (8) hours
1039 per day shall be paid at the rate of double time.

1040

1041 All work performed on Sunday and the following holidays: New Year's Day, Memorial Day,
1042 Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas - or any day
1043 celebrated as such - shall be paid for at the rate of double time. This double time shall commence at
1044 4:30 p.m. Friday or on any day preceding a holiday and shall end at 8:00 a.m. of the day following the
1045 holiday or the day recognized as a holiday.

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1047 The regular work day as described above may be adjusted for cause. In such event, the
1048 Employer must receive approval of the Representative of the Local Union with jurisdiction prior to
1049 affecting the adjusted work day schedule and in no case should the job begin before 6:00 a.m.

1050

1051 No work shall be performed on Labor Day except to save life or property. Permission must be
1052 secured from the Representative of the Local Union with jurisdiction for any work performed on any
1053 aforementioned holiday or days celebrated as such.

1054

1055 Any Holiday falling on a Sunday will be celebrated on the following Monday.

1056

1057 Any regular Employee of an Employer covered by this contract who reports for work on
1058 December 24 and/or December 31 shall receive eight (8) hours pay for four (4) hours work.

1059

1060 Labor Day shall be a paid holiday. Employees shall receive eight (8) hours pay.

1061

1062 With respect to the last Friday prior to Christmas and the last Friday prior to New Year's Day,
1063 during the term of this Agreement, Employees who were (or are in the future) told not to report for
1064 work shall receive, for each of said days, four (4) hours straight time pay or Employees who worked
1065 (or work) four (4) hours shall receive eight (8) hours of pay and Employees who worked (or work) eight
1066 (8) hours shall receive twelve (12) hours of pay. Whether to work a portion of a day, a whole day or
1067 not to work at all shall be at the option of the Employer.

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ADDENDUM I – MARKET RECOVERY/SPECIAL PROJECTS AGREEMENT

The Union Representative with the approval of the Mid-America Carpenters Regional Council shall have the authority to make contract adjustments during the term of this Agreement. Any such adjustments or modifications shall be granted on a project by project basis only. When adjustments are approved by the Mid-America Carpenters Regional Council, the following procedure shall be strictly adhered to:

Step 1. Any individual Employer signatory to this Agreement may request in writing contract adjustments for a specific project. Such requests shall be directed to the appropriate Representative who shall forward the request to the Regional Council for final approval of all adjustments and modifications necessary to assure continuous work opportunities for employees.

Step 2. Once the Regional Council agrees to contract adjustments in writing the individual Employer(s) requesting the adjustment and The Associated General Contractors of Illinois shall be immediately notified. Any adjustments which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening. However as noted above, they must be confirmed in writing as soon as possible.

Step 3. Any adjustments or modifications granted for a specific project shall be available to all signatory Employers bidding work on the project. It shall, however, be the responsibility of the individual Employers to request information regarding any possible adjustments.

The modification made through the use of Special Projects Addendum I shall only apply to a specific project and for a stated duration and clearly delineate the specific adjustments and modifications. The modification made through the use of the Special Projects Addendum I shall only apply to that specific project.

This Special Project Agreement shall be valid for the duration of the project.

This Addendum is an attachment to the Agreement between The Associated General Contractors of Illinois and Mid-America Carpenters Regional Council and becomes effective May 1, 2026, and remains in effect until the expiration of the Agreement.

DATED THIS FIRST DAY OF MAY, 2026.

MID-AMERICA CARPENTERS REGIONAL COUNCIL

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
3219 EXECUTIVE PARK DR
SPRINGFIELD, IL 62703

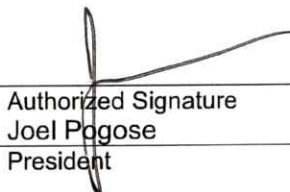


5-12-26

 5/12/2026

Authorized Signature
Kevin McLaughlin
Executive Secretary-Treasurer

Authorized Signature
Frank Kazenske
Director of Labor Relations


Authorized Signature
Joel Pogose
President