

AGREEMENT  
BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA

COVERING

HIGHWAY / HEAVY CONSTRUCTION

HIGHWAY DISTRICTS 2, 3, 4, 5, 6, 7 AND  
PORTIONS OF ILLINOIS HIGHWAY DISTRICT 1 AND DISTRICT 8

EFFECTIVE: September 1, 2001

EXPIRES: July 31, 2006

ENTERED  
DATE 11/20/01

RECEIVED  
OCT 09 2001  
HEARTLAND REGIONAL  
COUNCIL OF CARPENTERS

## HIGHWAY AND HEAVY AGREEMENT PREAMBLE

These Articles of Agreement, entered into this 1st day of September, 2001 by and between the Associated General Contractors of Illinois, engaged in highway and heavy construction and/or any other employer hereinafter referred to as the Employer, who becomes signatory to this Agreement, and the District/Regional Councils and Local Unions affiliated with the United Brotherhood of Carpenters and Joiners of America, within the State of Illinois, hereinafter referred to as the Union.

Any Employer represented by the Association as referred to above may receive the benefits and assume the obligations of this contract with the Union by signing an exact contract and by agreeing to be bound by the terms and provisions thereof.

Where the term "Employee" or "Employees" is used in this contract, it shall mean only such employees as are covered by this contract.

Due to various reorganizations within the United Brotherhood of Carpenters and Joiners of America and to aid in the comprehension of this Agreement, where the term "District Council" is used, it is understood that this includes the term "Regional Councils" or any future term that the Carpenters shall use to define this designation.

It is agreed that the liability of the Employers who accept, adopt and sign this contract, or a facsimile thereof, shall be several and not joint, and the liability of the Carpenters District Councils and Local Unions, parties of the second party, shall be several and not joint.

The purpose of this contract is to arrive at a mutual understanding between the signatory Employers and the Union regarding hours of work, working conditions, minimum wage scale, overtime pay; to stabilize employment and improve working conditions, promote safety and the welfare of the employee, economy of operation, elimination of waste, quality of service and the protection of property; to establish a procedure for the peaceful adjudication of disputes and grievances and to set up the method by which these results are to be attained.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by members of the United Brotherhood.

Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade; Carpenters and Joiners; Millwrights; Pile Drivers; Bridge, Dock and Wharf Carpenters; Divers; Underpinners; Timbermen and Core Drillers, the handling, erecting and installing material on any of the above divisions or subdivisions; 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, and the setting of pre-cast and pre-stressed beams, girders and decks.

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

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

#### Millwrights

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

and torqueing of bolts; installation of the rod pressure housing, push rods and drivers, shut-down rods and drives and guide sleeves; the field welding in conjunction with the control rod drive housing will be performed by millwrights. The wiring of core starters, core winders, or any similar work on machinery. The handling and installation of vibratory conveyor. The set up and operation of all machine tools on the job site whether they be portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc., used for the setting and fitting of any equipment. The setting, welding, and installation of the supporting steel for the control rod drives. The handling and installation of the supporting steels for the control rod drives. The installation of lubricators and the lubrication of all machinery and equipment. The mixing, rodding, and placing of all cement base materials, grout, por-rok, or any other material or substance used for pumps, compressors, machinery, conveyors or any other equipment and related that is installed by millwrights. The rigging and installation of all cylinders air or hydraulic regardless of their function. All start up and run in crews for flushing of lubricating systems, filters and reservoirs. Lubricating systems and filters, before and after initial starting of pumps, compressors, machinery and equipment to be served shall be cleaned by millwrights. All cleaning of reservoirs and filling by any means of reservoirs. Control of all equipment used for purpose of heating and/or cooling the oil flowing through lubricating systems.

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

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,

## ARTICLE 2 RECOGNITION

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.

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 Highway and Heavy Construction, who have so authorized the Association.

## ARTICLE 3 MANAGEMENT RIGHTS

It is understood and agreed that the direction of working forces and the right to 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 his 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.

## ARTICLE 4 UNION SECURITY

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

- (b) Steward from the Local Union or Regional/District Council where work is being performed.
- (c) Employee from Local Union or Regional/District Council where work is being performed.
- (d) Employer's discretion.
- (e) Employee from Local Union or Regional/District Council where work is being performed.

All other journeymen and apprentices are added by repeating steps (d) and (e). One foreman is excluded from the above and may be moved freely within the geographical area covered by this Agreement.

#### ARTICLE 6 FOREMAN

When more than two (2) journeymen carpenters are employed, one (1) shall be assigned foremanship on the job. All employees shall be classified as foreman when they specify work, place men, pass on qualifications of workmen, or give orders direct to employees for performance of carpenter work. A carpenter foreman shall not supervise more than twelve carpenters. Where two (2) or more foremen are employed on a project they shall not constitute more than fifty per cent (50%) of the carpenter employees on the project. Beginning with the 2002 Wage Addendum anniversary dates, foremen shall receive no less than one dollar and seventy-five cents (\$1.75) per hour above the journeyman rate of pay. On the next termination date of each Local or District/Regional Council's Wage Addendum thereafter, foreman rates are to be negotiated locally as a part of the Wage Addendum.

#### GENERAL FOREMAN

When twenty-six (26) or more journeymen carpenters are employed by one Employer on a particular project, exclusive of piledriving work, one shall be designated by the Employer as General Foreman. Beginning with the 2002 Wage Addendum anniversary dates, the General Foreman shall receive no less than two dollars and fifty cents (\$2.50) per hour above the journeyman rate of pay. On the next termination date of each Local or District/Regional Council's Wage Addendum thereafter, general foreman rates are to be negotiated locally as part of the Wage Addendum.

#### ARTICLE 7 APPRENTICES

It is mutually understood by the parties hereto that the use of apprentices shall be encouraged on all jobs and they may be employed on the following basis: Two journeymen, one apprentice; four journeymen, two apprentices; six journeymen, three

Thanksgiving Day, day after Thanksgiving and Christmas, shall be paid for at the rate of double time. Employees may request off on Veteran's Day without pay.

Section 4. When men work overtime after 6:30 p.m., they shall be allowed an additional half hour supper time with pay. Every four (4) hours after 6:30 p.m. an additional half hour lunch period with pay shall be allowed except when the work is being performed under the "special shift" provision in Section 7 below.

Section 5. A reasonable equal distribution of overtime shall be made by the contractor to all employees on the project. The steward or his appointed substitute shall be offered all overtime work providing he is qualified to do the work.

Section 6. When shifts are employed, the first shift shall be employed within the hours specified in Article 8 as the regular workday. Shifts worked between any other hours shall be considered as second or third shifts and shall be paid on the following basis. The second shift shall receive eight (8) hours pay for seven and one-half (7 1/2) hours work, and the third shift shall receive eight (8) hours pay for seven (7) hours work.

When shift work is scheduled to commence, the Employer agrees to contact the Business Representative of the Union not less than forty-eight (48) hours before such shift work is scheduled to start in order that he may have ample time to assist in securing men necessary for such work. It is understood and agreed that shift work will not be scheduled where less than three (3) consecutive day's work is involved except in case of continuous pour on bridge deck, or slab, and in no case less than two (2) consecutive eight (8) hour shifts.

When shift work has been scheduled, the second and third shifts shall complete their work on Friday nights or on any night preceding a holiday at the established minimum rate of pay. However, should any shift be required to start prior to 6:00 a.m. Monday morning or 6:00 a.m. of any day following a holiday or a day celebrated as such, the premium rate of eight (8) hours pay for seven (7) or seven and one-half (7 1/2) hours work shall not apply and the employees on such shift shall be paid double time for actual hours worked.

When working shifts, the same employee shall not work on more than one (1) shift in any twenty-four (24) hour period. The conditions outlined herein shall also apply to foremen.

Section 7. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive one dollar and fifty cents (\$1.50) an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the

## B. Contributions

The Employer agrees that Pension and Welfare Fund contributions under this Agreement are to be made to the Carpenters Welfare Fund of Illinois and Carpenters Pension Fund of Illinois, Central Illinois Health & Welfare Fund, Construction Industry Welfare Fund, Construction Industry Retirement Fund, Kankakee and Iroquois Counties Benefit Fund, Southern Illinois Benefits Corporation, Danville Carpenters Health, Welfare and Pension Funds, and Construction Workers Pension Funds at the hourly rates specified elsewhere in this Agreement, and that such contributions are to be made on behalf of all persons covered by this Agreement for all hours worked by such persons for the Employers.

The Employer agrees to be bound by the terms of the Trust Agreements establishing the Carpenters Welfare Fund of Illinois and Carpenters Pension Fund of Illinois, Central Illinois Health & Welfare Fund, Construction Industry Welfare Fund, Construction Industry Retirement Fund, Kankakee and Iroquois Counties Benefit Fund, Southern Illinois Benefits Corporation, Danville Carpenters Health, Welfare, and Pension Funds, and Construction Workers Pension Funds as they now exist and as they may hereafter be amended, as if the terms of such agreements were fully set forth herein. The Employer understands and acknowledges that the Trustees of those Funds have the right to make reasonable rules relating to the payment of fringe benefit contributions as specified in this Agreement, and pertaining to their rights and remedies as against employers who are delinquent in making payment of such contributions to the Funds. The Employer agrees to be bound by such rules as currently exist or may from time to time be established or amended. Copies of such rules can be obtained by the Employer by request from the Fund Administrator.

Payment of annuity, pension and/or health and welfare contributions for an employee's work in each locality shall be made to such funds and in such amounts as are identified in the applicable collective bargaining agreement for that locality where the work is performed, provided that the designated fund is signatory to a UBCJA National Reciprocal Agreement. In the event such annuity, pension and/or health and welfare fund is not signatory to the appropriate National Reciprocal Agreement, the equivalent contribution amounts of the area where the work is performed shall be paid to the relevant fund identified in the collective bargaining agreement of the UBCJA affiliate in the employee's home area, or, in the event such home area fund refuses to accept that contribution, to the Carpenters Labor-Management Pension Trust.

Provided further, that the Company may, at its discretion, submit the contributions to the employee's home-area local union or District/Regional Council funds even if the work-area local union or District/Regional Council funds and the employee's home-area local union or District/Regional Council funds are signatory to a UBCJA National Reciprocal Agreement. If the Company chooses this option, it shall provide sufficient proof to the work-area local union or District/Regional Council



of the Employer is ineligible to receive benefits from the Pension and Welfare Funds, and no contributions are payable to those Funds on behalf of such persons. If, on the other hand, the Employer is a corporation, persons who happen to own all or a portion of the stock of said corporation are "employees" of the Employer and will be considered as included within the bargaining unit for purposes of wages and fringe benefit contributions to the extent that they would qualify as such if they were not shareholders.

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

- (a) shareholder, officer, and/or director of the corporation, or
- (b) a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer, and/or director of the corporation.

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

Within ten (10) days of a request by the Union for a particular project the Employer shall obtain and furnish to the Union evidence of a surety bond not to exceed twenty-five thousand dollars (\$25,000) guaranteeing payment of all fringe contributions as set forth in the wage and fringe Addendums attached to this Agreement. The Employer shall not cancel or terminate such bond without first providing thirty (30) days notice to the Union. Provided, however, that Employers who have worked not less than three (3) years in the State of Illinois and have made fringe benefit payments in accordance with the terms of this contract for the preceding two years shall be exempted from said bonding obligation altogether.

In the event the Union and/or Trustees are required to file suit by reason of an Employer's failure to: (a) maintain his monthly Welfare and Pension contributions pursuant to the attached Addendums, and a judgment is rendered in favor of the

## ARTICLE 11 PREMIUM WORK

The erection and dismantling of all towers and scaffolds when same is over forty (40) feet in height from the base or other hazardous work where a free fall of forty (40) feet or more is possible shall be paid for at the rate of seventy-five (75) cents per hour above the minimum wage rate.

Where creosoted piling, lumber or material is used the wage scale shall be one dollar (\$1.00) per hour above the minimum scale of wages as set forth in this contract. This does not include oiled forms.

Where any other irritant treated piling, lumber or material is used which is harmful to either body or clothing, the wage scale shall be seventy-five (75) cents per hour above the minimum scale of wages as set forth in this contract. This does not include oiled forms.

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

When employees are required to work fifteen (15) feet or more below the ground level in sheathed holes or water level in cofferdams, they shall be paid at the rate of seventy-five (75) cents per hour above the minimum hourly rate of wages for the various classifications.

## ARTICLE 12 PAYMENT OF WAGES

### A. Weekly Pay Day

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 working days pay shall be held back unless an agreement is reached with the business representative.

The Employer shall furnish Form W-2, Statement of Withholding, to each employee on or before January 31st of each calendar year to last known address.

toolwagon or field box as defined in paragraph 1 above, at the regular starting time. All Carpenters shall cease work at their place of work at their regular quitting time. Time going from the aforementioned toolhouse, toolwagon or field box and that part of the project where the work is in progress shall be considered as part of the working day.

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

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

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

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

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

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

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

#### ARTICLE 14 UNION REPRESENTATIVES

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

Failure to meet this time limit shall automatically resolve the grievance in the Employer's favor.

Step 3: If the grievance referred to in Step 1 has not been satisfactorily resolved within 5 working days after the Employer has received the written grievance, the Employer or the Union may request in writing to the other party within 5 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 District Council of Carpenters involved and the Associated General Contractors of Illinois, but in no event shall the Committee be composed of less than two 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 District Council of Carpenters involved or the Associated General Contractors of Illinois may request arbitration.

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: 1 person appointed by the Executive Officer of the District Council of Carpenters involved and 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.

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.

Step 1: The aggrieved party shall reduce the grievance to writing and present it to an authorized representative of the other party within 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 can not satisfactorily resolve the grievance within 10 working days of its presentation, either the Employer or the Local Union may request in writing within 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 District Council of

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

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

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

#### Random Tests

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

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

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

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

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

The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test; a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography - Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at employee's time and expense. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be

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

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoylcegonine

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

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

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

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

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

#### ARTICLE 17 CERTIFIED WELDERS

In order to promote skill advancement training for Carpenters and to further the professional development of the craft, all carpenters will be encouraged to obtain a welding certification as required by the project owner. As an incentive, the Employer agrees to pay an additional fifty-cents (\$.50) per hour to carpenters, who are or become certified welders, when they perform certified welding work.

automatically apply to any prevailing wage job where the Contractor is bidding against non-signatory or bonafide non-union contractors.

- (a) All wages and fringe benefits shall be paid as set forth in the prevailing wage project contract document for the duration of the project.
- (b) All overtime shall be paid in accordance with applicable state or federal law.
- (c) Show-up pay shall be one (1) hour.
- (d) All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

#### ARTICLE 20 SAVINGS AND SEPARABILITY

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

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

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

#### ARTICLE 21 DURATION AND TERMINATION

The term of this contract shall be for fifty-nine (59) months commencing September 1, 2001 and ending July 31, 2006.

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.

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 - AMENDED SCHEDULE A**

revised 4/30/00

To be attached to and become a part of the Carpenters Heavy and Highway District #2 Agreement. This Schedule A is recognized as part of the Heavy and Highway Agreement between the Associated General Contractors of Illinois engaged in heavy and highway construction within Illinois Highway District #2 and the Heartland Regional Council of Carpenters: Zone 1 - Local Union 790 (Dixon, Illinois) and Local Union 792 (Rockford, Illinois), covering the counties of Boone, Carroll, DeKalb, JoDaviess, Lee, Ogle, Stephenson, Whiteside, and Winnebago; Zone 2 - Local Union 195 (Ottawa, Illinois) covering the counties of Bureau and Stark; Zone 3 - Local Union 166 (Rock Island, Illinois) covering the counties of Henry, Henderson, Mercer and Rock Island.

A) The following constitutes the hourly rates and fringe benefits for each Local Union signatory to this Agreement.

**Zone 1**

Effective May 1, 2000 through July 31, 2001 there will be a one dollar and fifty cent (\$1.50) increase to the total package which will be \$31.53.

Effective August 1, 2001 through July 31, 2002 there will be a one dollar and fifty cent (\$1.50) increase to the total package which will be \$33.03.

Effective August 1, 2002 through July 31, 2003 there will be a one dollar and fifty cent (\$1.50) increase to the total package which will be \$34.53.

Effective August 1, 2003 through July 31, 2004 there will be a one dollar and fifty cent (\$1.50) increase to the total package which will be \$36.03.

Effective August 1, 2004 through July 31, 2005 there will be a one dollar and fifty cent (\$1.50) increase to the total package which will be \$37.53.

**Zone 2**

Effective May 1, 2000 through July 31, 2001 there will be a one dollar and thirty cent (\$1.30) increase to the total package which will be \$31.33.

Effective August 1, 2001 through July 31, 2002 there will be a one dollar and thirty cent (\$1.30) increase to the total package which will be \$32.63.

Effective August 1, 2002 through July 31, 2003 there will be a one dollar and thirty cent (\$1.30) increase to the total package which will be \$33.93.

Effective August 1, 2003 through July 31, 2004 there will be a one dollar and thirty cent (\$1.30) increase to the total package which will be \$35.23.

Effective August 1, 2004 through July 31, 2005 there will be a one dollar and thirty cent (\$1.30) increase to the total package which will be \$36.53.

**Zone 3**

Effective May 1, 2000 through July 31, 2001 there will be a one dollar and ten cent (\$1.10) increase to the total package which will be \$31.13.

Effective August 1, 2001 through July 31, 2002 there will be a one dollar and ten cent (\$1.10) increase to the total package which will be \$32.23.

Effective August 1, 2002 through July 31, 2003 there will be a one dollar and ten cent (\$1.10) increase to the total package which will be \$33.33.

Effective August 1, 2003 through July 31, 2004 there will be a one dollar and ten cent (\$1.10) increase to the total package which will be \$34.43.

Effective August 1, 2004 through July 31, 2005 there will be a one dollar and ten cent (\$1.10) increase to the total package which will be \$35.53.

Should any Local Union desire to distribute any part of the hourly rate to negotiated funds, they may do so by sixty (60) day advanced written notice to the Heartland Regional Council of Carpenters for Illinois Highway District #2 who shall then transmit the same to the AGC of Illinois. Changes shall only be made annually on agreement's anniversary dates and under no circumstances can monies be deducted from the base wage rate. Whereupon, an agreement in writing describing such change(s) shall be incorporated into this Agreement.

B) Should any Local Union desire to institute a new or change an existing provision for Dues Check-off during the term of this Agreement, they shall likewise give sixty (60) day advanced written notice to the Heartland Regional Council of Carpenters for Illinois Highway District #2 who shall be in the form and



**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 - ZONE 3 LOCAL UNION 166  
APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

To be attached to and become a part of the collective bargaining agreement between the Associated General Contractors of Illinois and the Heartland Regional Council of Carpenters Local Union No. 166, Rock Island, Illinois, covering the counties of Henderson, Henry, Mercer, and Rock Island in Illinois.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2003-7/31/2004**

The minimum wage to be paid to APPRENTICES under the Standards of the Quad-City Builders Tri-City Carpenters Joint Apprentice & Training Program shall be the following percentages of the rate paid to journeymen.

First Year (50%) Wage Rate	<b>\$12.27</b>
Health & Welfare	5.30
Pension	2.97
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$21.08</b>

Second Year (60%) Wage Rate	<b>\$14.72</b>
Health & Welfare	5.30
Pension	3.58
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$24.14</b>

Third Year (75%) Wage Rate	<b>\$18.41</b>
Health & Welfare	5.30
Pension	4.05
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$28.30</b>

Fourth Year (85%) Wage Rate	<b>\$20.86</b>
Health & Welfare	5.30
Pension	4.05
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$30.75</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy four cents (\$.74) for all apprentices.

HEARTLAND REGIONAL COUNCIL OF  
CARPENTERS LOCAL UNION NO. 166

*Dan O'Connell*

DAN O'CONNELL, EXECUTIVE SECY-TREAS.



ASSOCIATED GENERAL CONTRACTORS OF  
ILLINOIS

*Ray Hawkins*

RAY HAWKINS, DIRECTOR OF LABOR RELATIONS

DATED August 1, 2003

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 – ZONE 1 LOCAL UNION 790  
APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

Heartland Regional Council of Carpenters Local Union No. 790, Dixon, Illinois, covering the whole county of Carroll, DeKalb, Stephenson, Whiteside, Lee, and Jo Daviess counties in Illinois; and the southern portion of Ogle county as follows: east to the extended longitudinal line of Winnebago County, north to the line four (4) miles north of the city of Oregon, and thereon east to the eastern longitudinal boundary of Ogle County.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2004-7/31/2005**

The minimum wage to be paid to APPRENTICES under the Standards of the Heartland Regional Council of Carpenters (Local Unions 195, 678, 790, 792) JATC Program shall be the following percentages of the rate paid to journeymen.

First Year 1 <sup>st</sup> 6 months (40%) Wage Rate	<b>\$9.92</b>
Health & Welfare	6.30
Pension	4.86
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$21.62</b>

First Year 2 <sup>nd</sup> 6 months (50%) Wage Rate	<b>\$12.40</b>
Health & Welfare	6.30
Pension	5.90
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$25.14</b>

Second Year 1 <sup>st</sup> 6 months (60%) Wage Rate	<b>\$14.87</b>
Health & Welfare	6.30
Pension	5.90
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$27.61</b>

Second Year 2 <sup>nd</sup> 6 months (70%) Wage Rate	<b>\$17.35</b>
Health & Welfare	6.30
Pension	5.90
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$30.09</b>

Third Year (80%) Wage Rate	<b>\$19.83</b>
Health & Welfare	6.30
Pension	5.90
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$32.57</b>

Fourth Year (90%) Wage Rate	<b>\$22.31</b>
Health & Welfare	6.30
Pension	5.90
Supplemental Pension	.10
Apprenticeship	.40
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$35.05</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy four cents (\$.74) per hour for all apprentices. A savings/vacation deduction will be deducted at \$1.00 per hour.

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 – ZONE 1 LOCAL UNION 792  
APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

Heartland Regional Council of Carpenters Local Union No. 792, Rockford, Illinois, covering the counties of Boone, Winnebago, Northern ½ of Ogle in Illinois.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2004-7/31/2005**

The minimum wage to be paid to APPRENTICES under the Standards of the Heartland Regional Council of Carpenters (Local Unions 195, 678, 790, 792) JATC Program shall be the following percentages of the rate paid to journeymen.

First Year 1 <sup>st</sup> 6 months (40%) Wage Rate	<b>\$10.42</b>
Health & Welfare	<b>4.80</b>
Pension	<b>5.21</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$20.78</b>

First Year 2 <sup>nd</sup> 6 months (50%) Wage Rate	<b>\$13.03</b>
Health & Welfare	<b>4.80</b>
Pension	<b>6.33</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$24.51</b>

Second Year 1 <sup>st</sup> 6 months (60%) Wage Rate	<b>\$15.63</b>
Health & Welfare	<b>4.80</b>
Pension	<b>6.33</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$27.11</b>

Second Year 2 <sup>nd</sup> 6 months (70%) Wage Rate	<b>\$18.24</b>
Health & Welfare	<b>4.80</b>
Pension	<b>6.33</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$29.72</b>

Third Year (80%) Wage Rate	<b>\$20.84</b>
Health & Welfare	<b>4.80</b>
Pension	<b>6.33</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$32.32</b>

Fourth Year (90%) Wage Rate	<b>\$23.45</b>
Health & Welfare	<b>4.80</b>
Pension	<b>6.33</b>
Apprenticeship	<b>.31</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$34.93</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy eight cents (\$.78) per hour for all apprentices. A savings/vacation deduction will be deducted at \$1.00 per hour.

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 – ZONE 2 LOCAL UNION 195  
APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

Heartland Regional Council of Carpenters Local Union No. 195, Ottawa, Illinois, covering the counties of Bureau and Stark in Illinois.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2004-7/31/2005**

The minimum wage to be paid to APPRENTICES under the Standards of the Heartland Regional Council of Carpenters (Local Unions 195, 678, 790, 792) JATC Program shall be the following percentages of the rate paid to journeymen.

First Year 1 <sup>st</sup> 6 months (40%) Wage Rate	<b>\$9.50</b>
Health & Welfare	5.56
Pension	4.65
Supplemental Pension	.10
Retirement Savings	.00
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$20.35</b>

First Year 2 <sup>nd</sup> 6 months (50%) Wage Rate	<b>\$11.88</b>
Health & Welfare	5.56
Pension	5.45
Supplemental Pension	.10
Retirement Savings	.39
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$23.92</b>

Second Year 1 <sup>st</sup> 6 months (60%) Wage Rate	<b>\$14.26</b>
Health & Welfare	5.56
Pension	5.45
Supplemental Pension	.10
Retirement Savings	1.12
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$27.03</b>

Second Year 2 <sup>nd</sup> 6 months (70%) Wage Rate	<b>\$16.63</b>
Health & Welfare	5.56
Pension	5.45
Supplemental Pension	.10
Retirement Savings	1.12
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$29.40</b>

Third Year (80%) Wage Rate	<b>\$19.01</b>
Health & Welfare	5.56
Pension	5.45
Supplemental Pension	.10
Retirement Savings	1.12
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$31.78</b>

Fourth Year (90%) Wage Rate	<b>\$21.38</b>
Health & Welfare	5.56
Pension	5.45
Supplemental Pension	.10
Retirement Savings	1.12
Apprenticeship	.50
UBC National Funds	.04
<b>TOTAL PACKAGE</b>	<b>\$34.15</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy one cents (\$.71) per hour for all apprentices.

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 - ZONE 3 LOCAL UNION 166  
APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

Heartland Regional Council of Carpenters Local Union No. 166, Rock Island, Illinois,  
covering the counties of Henderson, Henry, Mercer, and Rock Island in Illinois.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2004-7/31/2005**

The minimum wage to be paid to APPRENTICES under the Standards of the Carpenter Training Center of the Quad Cities JATC Program shall be the following percentages of the rate paid to journeymen.

First Year (50%) Wage Rate	<b>\$12.46</b>
Health & Welfare	<b>5.66</b>
Pension	<b>4.41</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$23.07</b>

Second Year (60%) Wage Rate	<b>\$14.95</b>
Health & Welfare	<b>5.66</b>
Pension	<b>4.41</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$25.56</b>

Third Year (75%) Wage Rate	<b>\$18.69</b>
Health & Welfare	<b>5.66</b>
Pension	<b>4.41</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$29.30</b>

Fourth Year (85%) Wage Rate	<b>\$21.18</b>
Health & Welfare	<b>5.66</b>
Pension	<b>4.41</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$31.79</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy five cents (\$.75) for all apprentices.