

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MID-AMERICA CARPENTERS REGIONAL COUNCIL**

**AND**

**NORTHERN ILLINOIS BUILDING CONTRACTORS  
ASSOCIATION INC**

**Covering Commercial Work**

**performed in the Illinois counties of:**

**Boone, Carroll, Jo Daviess, portion of Lee,**

**Portion of Ogle, Stephenson, Whiteside, Winnebago**

**EFFECTIVE JUNE 1, 2025 - MAY 31, 2028**

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1                                   **COLLECTIVE BARGAINING AGREEMENT**

2           This Collective Bargaining Agreement ("Agreement") is made and entered into this  
3 first day of June, 2025 between the Mid-America Carpenters Regional Council ("Union")  
4 and the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION,  
5 INC.("N.I.B.C.A."), on behalf of itself and the Employer members it represents and also the  
6 individual contractors who are signatory hereto hereinafter referred to as the "Employer".

7           Any Employer, when working within the jurisdiction of the Mid-America Carpenters  
8 Regional Council but outside the geographical scope of Local 790 or Local 792, shall sign  
9 and be bound to the terms of the effective Carpenter Collective Bargaining Agreement in  
10 that area.

11          NOW THEREFORE, it is hereby AGREED that the following provisions apply for  
12 work performed within the geographical scope described in ARTICLE I, SECTION 3 hereof  
13 as follows:

14                                   **ARTICLE I RECOGNITION AND SCOPE**

15   **ARTICLE I, SECTION 1 BARGAINING UNIT AND RECOGNITION**

16          The Union is hereby recognized by the Employer as the sole and exclusive collective  
17 bargaining representative for all Employees engaged in performing work coming within the  
18 classification of Carpenter including general foremen, foremen, journeymen, and  
19 apprentices, with respect to wages, hours of work and all other terms and conditions of  
20 employment. The Employees in the bargaining unit, and only the employees, shall perform  
21 all of the work described in this Agreement.

22   **ARTICLE I, SECTION 2 EMPLOYER**

23          The Employer shall employ one or more Employees under the terms and provisions of  
24 this Agreement, whenever such employing contractor has any carpenter work to be  
25 performed.

26   **ARTICLE I, SECTION 3 GEOGRAPHICAL SCOPE**

27          The geographical territory of this Agreement consists of the Illinois counties of  
28 Boone, Carroll, Jo Daviess, a portion of Lee, a portion of Ogle, Stephenson, Whiteside and  
29 Winnebago.

30          The territory of Carpenters Local Union No. 790 shall be the counties of Carroll, Jo  
31 Daviess, the portion of Lee county defined as west of Brooklyn Road, the portion of Ogle  
32 County defined by the following boundaries: N. Leaf River Road, E. Brick Road, and  
33 Meridian Road, Stephenson and Whiteside (see map).

34          The territory of Carpenters Local Union No. 792 shall be the counties of Boone,  
35 Winnebago and the portion of Ogle defined by the following boundaries: N. Leaf River  
36 Road, E. Brick Road, Meridian Road and IL Route 72 (see map).

37   **ARTICLE I, SECTION 4 EQUAL REPRESENTATION**

38          The Union realizing its duty under the National Labor Relations Act, as amended,  
39 and to the extent that it is the exclusive representative, recognizes that it must represent  
40 all Employees in the bargaining unit equally, without discrimination, irrespective of  
41 membership or non-membership in the Union.

42   **ARTICLE I, SECTION 5 OCCUPATIONAL SCOPE**

43          The partial description of occupational scope contained in this agreement is not  
44 intended to define all work performed by all trade subdivisions of the United Brotherhood of

45 Carpenters and Joiners of America. When the term "Carpenters and Joiners" is used, it  
46 shall mean all the subdivisions of the trade.

47 The parties understand that it is not practical to define the occupational scope in  
48 complete detail within this agreement. Accordingly, even though specific tasks may not be  
49 listed or defined in this agreement they will nevertheless be considered as and treated as  
50 part of the occupational scope if, the task is traditionally the work of the Carpenters and  
51 Joiners, or a specific assignment is made by the employer.

52 The Union's claim of jurisdiction therefore includes, but is not limited to the milling,  
53 fashioning, joining, assembling, erection, fastening, dismantling or deconstruction of all  
54 material of wood, plastic, metal, fiber, cork and composition, and all other substitute  
55 materials; the manufacturing of all materials where the skill, knowledge, and training of  
56 the Employees are required, either through the operation of machine or hand tools;  
57 Carpenters and Joiners, Pile Drivers, Bridge, Millwrights, Dock and Wharf Carpenters,  
58 Divers, Underpinners, and Timbermen and Core Drillers; Shipwrights, Boar Builders and  
59 Ship Carpenters, Joiners and Caulkers, Cabinetmakers, Bench Hands, Stair Builders,  
60 Millmen, Wood and Resilient Floor Layers, and Finishers, Asbestos Removal and related  
61 work, Shinglers, Siding Installers of materials made of wood, plastic, metal, fiber, cork,  
62 composition, cement panels, brick and stone; Insulators, Spray Foam Applicators, Gutter  
63 and Downspout Installers, Acoustic and Dry Wall Applicators; Garage and Rolling Shutter  
64 Door Installers, Refrigeration Panel and Insulated Metal Panel Installers, Bathroom  
65 Accessory and Toilette Partition Installers, installation of gym equipment, bleachers and  
66 lockers made of wood, plastic, metal, fiber and composition; Shorers and House Movers,  
67 Loggers, Lumber and Sawmill Workers, Casket and Coffin Makers; Jobsite and Modular  
68 trailer setting, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box  
69 Makers, Railroad Carpenters, Scaffold Builders, and Car Builders; and all those engaged in  
70 the operation of wood working or the machinery required in the fashioning, milling, or  
71 manufacturing of products used in the trade, or engaged as helpers to any of the above  
72 divisions or subdivisions; burning, welding, rigging and the use of any instrument of tool  
73 for layout work, builder's levels, transits and construction lasers, incidental to the trade,  
74 material handling, staging products and materials to be installed, site preparation and  
75 clean-up. Also the erecting, constructing, installing and completing of all light iron  
76 construction, furring; making and erecting of brackets, clips and hangers; wood, wire and  
77 metal lath; plasterboard or other material which takes the place of same to which plastic or  
78 acoustical material is adhered; corner beads, all floor construction; arches erected for the  
79 purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

80 All carrying bars, perlins and furring, regardless of size; light iron and metal furring  
81 of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomeroy, T-Bar, H-  
82 Bar, Z-Bar, metal spines and other ceiling bars or systems for the receipt of metal lath, rock  
83 lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs  
84 such as Stran Steel, Penn Metal, Soule Trucson, or other trade names of metal studs, and  
85 all other types of light iron or metal studs, no matter what the manufacturer, when such as  
86 studs are to receive a dry wall finish, such as gypsum board, wallboard, headwalls, wooden  
87 paneling, etc or when such studs are to receive metal lath, rock lath or other material for  
88 the application of plaster or other sprayed on wet material; and all other light iron furring  
89 erected to receive lath and plaster or acoustical materials.

90 The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire  
91 mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of  
92 all descriptions as well as the placing of all hangers and all inserts used for the purpose of

supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other apparatuses connected therewith.

The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxlinum board, bishopric celotex, gypsum lath, rock lath, sheetrock or any other types of material erected to receive or hold plaster or acoustical material.

The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, stop or screed for plastic material.

The unloading, handling, setting, leveling, and including the erection of racks, shelving, metal trim, and kick plates, of all walk-in coolers and refrigerated cases.

Installation of reinforced concrete construction and concrete forming including Sonotube type forms.

The installation and repair of all door jambs or door frames constructed of wood, metal, or any other material that any type of door will be attached to. The attachment of the door and all hardware required to do so, or, as well as all door hardware such as locks, panic bars, closures, or any other related hardware to make the door functional.

Installation of playground equipment and wooden fence erection.

All installations, erection, and connection of, but not limited to, building integrated photovoltaic arrays, solar shingles, ground mount systems (commercial, industrial, and residential), roof mount systems (commercial, industrial, and residential), and utility scale ground mount systems (shade structures, self-supporting structures, parking structures, awning structures) solar panels, arrays, modules, concentrating panels, flat panels, photovoltaic panels, including their supporting structures, shade structures, stand alone, etc., both on and off shore. Structural upgrades to buildings or roof systems, including but not limited to, installation or replacement of joists, purlins, beams, laminated beams, ledger bolts, ledgers, expansion joints, sheeting, and applying or replacing of roofing materials.

The Carpenters work involved with these systems include, but are not limited to excavation, layout, benchmarks, digging footings, setting footings, setting of all forms, placement of concrete, blackouts, templates for bolts, lift points, knee braces, cross braces, stripping of forms, rigging, erection of structures (metal, steel, alloy, wood, plastic, or any substitute material or composite), setting, plumbing and aligning, welding, drilling, cleaning, and caulking.

In addition, but not limited to, setting and placing towers, columns, pedestals, cross members, setting ballast systems, placing and setting blocks, sleepers, setting framework and supports (plastic, metal, wood, or any substitute material or composite), setting of steel trackers supports and tracker racking, setting of single and dual axis tracking systems, dual axis trackers, dual tracking towers, drive systems and gears, generators, hydraulics and inverters, connection of panels to framework or each other, connection of plug and play components, installation of multi service raceways, installation of mounts, shoes, or pads.

Affixing of all materials with nails, bolts, screws, adhesive, or any new methods of connection, adhesion or joining.

In addition, but not limited to, use of all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including but not limited to all moving of machinery, materials, or equipment, making of skids and crates, skidding and un-skidding, crating and uncrating: installation of lubrication and/or hydraulic lines or piping and also provide the site maintenance of such systems including but not limited to panel cleaning, replacement / repair, and servicing / lubrication as may be needed.

The above work shall also include the removal or replacement of such items.

When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

#### **ARTICLE I, SECTION 6 INSTALLERS OF FLOOR AND WALL PRODUCTS**

By way of illustration and not limitation, the work of installers of Floor and Wall Products consists of preparation and/or forming of all materials, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, for installing on floors, walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios, pool perimeters, area ways, all other like or similar applications and as simulated turf.

Installation of all resilient floor, wall, ceiling and simulated turf materials to include linoleum, rubber, asphalt, mastipave, vinyl, plastic, metal, cork, wood and all similar materials in sheet, interlocking tile, performed or seamless compound form of liquid, plastic, epoxy, urethane or materials of like nature.

Installation of carpet, carpet tiles, rugs or runners and cutting or fitting of same, whether installed by tacked, tackless, glue-down, self-adhering, any manner of tape adhesion, stapled, or loose-lay method on wood, steel, concrete, plaster, plastic or base of like or similar composition.

Installation of all lining felt, carpet pad, underlayment compositions, matting, linen crash and/or like or similar materials.

Installation of all resilient type, carpet type and ceramic type materials on floors, walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios, pool perimeters, area ways, all other like and similar applications and as simulated turf.

The take-up and relaying, spreading of all adhesives, priming of all surfaces, sanding and necessary patching and preparation, removal of old material, finishing where required to complete Manufacturers' process, handling, distributing and unpacking, drilling of holes and insertion of sockets, pins, dowels or similar fastening device, placing or stripping, fitting of all devices for the attachment of material and the installation of all metal, rubber, vinyl, wood and/or plastic trim or accessory materials, the aforementioned to cover materials listed in above jurisdiction.

#### **ARTICLE I, SECTION 7 COMMERCIAL CONSTRUCTION DEFINED**

Commercial construction is herein defined as all work in connection with construction, alteration, and/or repair on a structure which is not considered a personal dwelling. Any structure built and/or maintained by partnership or corporation (such as senior assisted living buildings, nursing homes or any medical facility requiring a license to operate) will be considered commercial under the terms of this Agreement. A mixed-use building shall be regarded as commercial construction.



## **ARTICLE II MANAGEMENT RIGHTS**

### **ARTICLE II, SECTION 1 CONSTRUCTION PROJECTS AND WORKING FORCES**

The Union recognizes that the Employer has the right to plan, direct and control operations of construction projects. 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 duties 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.

### **ARTICLE II, SECTION 2 SELECTION OF GENERAL FOREMAN AND FOREMAN**

The selection of craft general foreman and foreman shall be entirely the responsibility of the Employer, it being understood that in the selection of such general foreman and foreman, the Employer will give primary consideration to a qualified member available in the local area. After giving such consideration the Employer may select such general foreman or foreman from other areas. General Foreman and Foreman shall take orders from individuals designated by the Employer.

## **ARTICLE III SUBCONTRACTING**

- a) The parties hereto being in the Construction Industry qualify under the proviso of Section 8 (e) of the National Labor Relations Act, 1947 as amended.
- b) EMPLOYER shall not contract or subcontract any work coming within the jurisdiction of the UNION to any person, firm or corporation not covered by this Collective Bargaining Agreement with the UNION, provided, however, that the provisions of this paragraph shall apply only to the contracting and subcontracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.

## **ARTICLE IV UNION SHOP**

### **ARTICLE IV, SECTION 1 MAINTENANCE OF MEMBERSHIP**

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

### **ARTICLE IV, SECTION 2 CONDITION OF EMPLOYMENT**

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

### **ARTICLE IV, SECTION 3 FORFEITURE OF EMPLOYMENT**

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

**ARTICLE IV, SECTION 4 NOTIFICATION OF NEW HIRE**

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

**ARTICLE V GRIEVANCES AND ARBITRATION**

**ARTICLE V, SECTION 1 GRIEVANCES AND ARBITRATION**

Except as provided in ARTICLE XII and ARTICLE XV relating to the employer's obligation to submit contributions to the fringe benefit trust funds and ARTICLE XIV relating to the Employer's obligation to secure a wage and fringe benefit bond, any dispute concerning the proper interpretation and application of this Agreement shall be resolved according to the provisions contained in this article.

All grievances shall be filed under the provisions of this Article within two (2) weeks of the event first giving rise to the grievance.

**STEP ONE:**

A grievance shall first be taken up between the Union's Business Representative and a designated representative of the Employer.

**STEP TWO:**

In the event the grievance cannot be resolved by the Step One conference within seven (7) working days after the receipt by the Union and the Employer of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in ARTICLE V, SECTION 2 and shall be decided within thirty (30) days of submission.

**ARTICLE V, SECTION 2 JOINT COMMITTEE**

The Joint Grievance Committee shall consist of an equal number of representatives designated by the Union and the Employer Association (NIBCA) but in no event more than three (3) representatives for each side. The Joint Grievance Committee is responsible for scheduling a time and location to hear and receive evidence from the parties and shall have the discretion to establish the appropriate procedures and remedy for resolving the disputes.

The Union or the Employer may appoint alternates.

**ARTICLE V, SECTION 3 COMMITTEE RESOLUTION**

The decision of the Joint Grievance Committee shall be final and binding upon the parties and no appeal may be taken from the decision of the Committee. The Committee shall have the authority to award fees and costs to the prevailing party.

**ARTICLE V, SECTION 4 ARBITRATION**

If the Joint Committee is unable to resolve a grievance by majority vote, the grievance shall be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Employer cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both Parties to the arbitration and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement. The Arbitrator shall have no authority to add to, subtract from, or modify the terms and provisions of this agreement.

## **ARTICLE VI NO STRIKES, WORK STOPPAGES AND LOCKOUTS**

Except for disputes arising under ARTICLE XI , ARTICLE XIII , and ARTICLE XIV of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement. There shall be no lockouts by the Employer during the term of this Agreement.

## **ARTICLE VII HIRING PROCEDURE**

### **ARTICLE VII, SECTION 1 PROCEDURE**

- A. Before the Employer commences work on any job, the Employer shall first give the Union reasonable advance notice of this fact. The notice can be given by mail or telephone and must include the location of the work.
- B. The Employer shall advise the Union of all available openings and job requirements within two (2) working days of the manning requirement. The Union recognizes that the Employer has the right to plan, direct and control operations of construction projects.
- C. A pre-job conference shall be held upon written request to the Employer by the Union and/or Northwestern Illinois Building and Construction Trades Council prior to commencement of the work. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, the probable starting date and duration of the job.
- D. When an Employer is engaged in work within the geographical territory of this Agreement, not less than sixty-six percent (66%) of the carpenters employed by the Employer shall be from the members of the bargaining unit who are residents within the geographic jurisdiction of this Agreement.
- E. The Union shall be given an opportunity to refer qualified applicants for employment. All such applicants referred shall have an introduction slip from the Union.
- F. Union members so referred shall be given preference or priority by the Employer over non-referred applicants, however, the Employer shall have the sole and exclusive right of accepting or rejecting the applicants so referred.
- G. Nothing herein shall prohibit the Employer from hiring or recruiting Employees from any source it desires.
- H. Any carpenter required by the Employer to participate in requirements for employment (e.g. company orientation, Fitness-for-Duty, Customer Access Authorization, Drug Testing) shall be paid for that time required to complete such requirements, including all time required for travel.

### **ARTICLE VII, SECTION 2 DISCRIMINATION**

Neither the Union nor the Employer shall, jointly or severally, at any time during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any Employee or applicant for employment by reason of race, color, creed, sex, age, national origin, ethnicity, physical or mental disability, religion, pregnancy, genetic information, military or veteran status, citizenship status, or any other protected status under any applicable federal, state, and local laws.

## **ARTICLE VIII REPRESENTATIVE/JOB STEWARD**

### **ARTICLE VIII, SECTION 1 REPRESENTATIVE**

The Representative shall have access to any project where Carpenters are performing work.

### **ARTICLE VIII, SECTION 2 BASIC PRINCIPLES OF A JOB STEWARD**

The parties agree that the following basic principles apply to the selection of the Job Steward:

- A) The Union requires that a Steward must fully protect the interest of the Union.
- B) The Employer requires that the Steward be a carpenter who can efficiently perform their duties as a carpenter and who will not disrupt the job unnecessarily in discharging their duties as a Steward.
- C) The Steward shall be a member of Local Union 790 if the work to be performed is located at a jobsite in the Local Union 790 territory as defined in ARTICLE I, SECTION 3 . The Steward shall be a member of Local Union 792 if the work to be performed is located at a jobsite in Local Union 792 territory as defined in ARTICLE I, SECTION 3 .

### **ARTICLE VIII, SECTION 3 CONDITIONS.**

To meet the two (2) basic principles agreed to by the parties, it is further agreed:

- A) The Job Steward shall be a working carpenter selected by a Representative of the Union.
- B) The Union shall have the right to replace any steward at any time.
- C) If there is any dispute as to any of the Sections or subsections of this Article, the provisions of ARTICLE V will apply.
- D) No Steward shall be laid off or discharged for acting in the capacity of a Steward and performing the following:
  - Reporting members dues delinquencies, violations of the Collective Bargaining Agreement, Carpenters employed seven (7) days or more who have not become members of the Union, and other disputes or grievances of members.

### **ARTICLE VIII, SECTION 4 NO AUTHORITY**

The Steward shall not have authority to adjust violations of the Collective Bargaining Agreement, collect any money due the Union from any person or applicant for membership.

### **ARTICLE VIII, SECTION 5 STEWARD REQUIRED**

Whenever one or more carpenters are required to work, one shall be the regularly designated Steward. In the absence of the Steward, an acting Steward shall be appointed by the Union or the regularly designated Steward. The Steward shall be the last employee laid off. No Steward shall be laid off unless prior notice is given to the Union.

## **ARTICLE IX WORK DAY AND HOLIDAYS**

### **ARTICLE IX, SECTION 1 WORK DAY, WORK WEEK**

Eight hours constitutes a day's work, Monday through Friday beginning between 6:00 a.m. and 8:00 a.m. At the contractor's option, the workday may be ten (10) hours per day, Monday through Thursday after approval of the representative at the local union. The work week shall be forty (40) hours. In the event of the utilization of the four 10-hour days,

Friday may be used as a makeup day if a work day is lost due to inclement weather. The Employer shall be responsible for all record-keeping requirements. This includes requiring that all employees record their time worked during each and every work shift.

Additionally, Employees shall accurately record their own hours worked during each and every work shift by utilizing an electronic devise or paper form provided to them by the employer. However, nothing in this agreement prohibits employees from voluntary choosing to record their hours worked through their own personal electronic devices, provided they properly utilize the time tracking software system adopted by and relied on by the Employer. Said software will not utilize any tracking system or software for employees.

#### **ARTICLE IX, SECTION 2 BREAK PERIOD AND LUNCH**

The EMPLOYER shall be allowed to establish a regular lunch period no more than five and one half (5 1/2) hours after the start of the shift or a time agreed upon between the Employer and the Representative. A ten (10) minute break period shall be allowed at a midpoint between the starting time of the shift and the established lunch break on an eight (8) hour shift. It is understood that the employee shall take their break in close proximity to their working area. When an employer establishes a shift of ten (10) hours or more, a second ten-minute break period will be implemented at a halfway point between lunch time and quitting time.

An employee working through the lunch period shall receive one and one half (1 1/2) time for such work during the lunch period along with being afforded a reasonable period on company time to eat their lunch.

#### **ARTICLE IX, SECTION 3 SHOW-UP PAY AND MINIMUM TIMES**

Employees who are not notified at least one (1) hour prior to their regular start time and report for work at the direction of the Employer and who are not placed to work for any reason, shall receive two (2) hours show-up time at the regular rate of pay. Any Employee working over two (2) hours shall receive four (4) hours' pay; any Employee working over four (4) hours shall receive six (6) hours' pay and any Employee working over six (6) hours shall receive eight (8) hours' pay.

#### **ARTICLE IX, SECTION 4 SHIFT WORK**

Shift work may be established with the consent of the Union. The starting time for the first or day shift shall be Monday through Friday between 6:00 a.m. and 8:00 a.m., and shall consist of eight (8) hours work for eight (8) hours pay at the base wage rate and fringe benefits. Any shift starting after 8:01 a.m. shall consist of seven and one-half (7 ½) hours work for which the employee shall receive eight (8) hours pay and fringe benefits. Any shift starting after 6:01 p.m. shall consist of seven (7) hours work for which the employee shall receive eight (8) hours pay and fringe benefits. Shift work starting after 6:01 p.m. on a Sunday and continuing onto Monday morning shall be paid at double time rate of pay for the duration of said shift. In addition, any employee not working on the day shift shall receive for hours worked a premium pay of ten percent (10%) of the base wage rate. All work performed on Saturday, Sunday or Holidays, regardless of start time shall receive the appropriate overtime rate.

#### **ARTICLE IX, SECTION 5 OCCUPIED SPACE WORK**

On work such as alteration and repair to stores, offices and occupied buildings, the Union may vary the starting time and overtime provisions relating to occupied space when requested. A pre-job conference shall take place before the commencement of the project.

**ARTICLE IX, SECTION 6 HOLIDAYS**

Holidays to be recognized and observed shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or the days celebrated as such. When the holiday falls on Sunday, it shall be celebrated on Monday. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday.

**ARTICLE IX, SECTION 7 LABOR DAY**

There shall be no work whatsoever done on Labor Day, except if it is necessary to preserve life or prevent damage to property.

**ARTICLE X WAGES AND PREMIUMS**

**ARTICLE X, SECTION 1 JOURNEYMAN WAGE RATE.**

The minimum total package increase for all carpenters working within the jurisdiction of Local Union 790 shall be:

Effective June 1, 2025 - Total package increase \$4.00

Effective June 1, 2026 - Total package increase \$3.99

Effective June 1, 2027 - Total package increase \$3.74

The minimum total package increase for all carpenters working within the jurisdiction of Local Union 792 shall be:

Effective June 1, 2025 - Total package increase \$4.09

Effective June 1, 2026 - Total package increase \$4.08

Effective June 1, 2027 - Total package increase \$3.82

In the event the Pension Fund is not at or above 90% funded in accord with the Pension Protection Act of 2006 or other successor legislation as of June 1st of each contract year, the Union shall allocate a minimum of twenty five cents (\$0.25) per hour to the Pension Fund.

The allocation among wages and other contributions with the exception of the Construction Industry Advancement Fund, ARTICLE XII, SECTION 1 shall be at the discretion of the Executive Committee of the Union. Notice in writing of the allocation shall be given to the Employer by the Union prior to the effective date.

**ARTICLE X, SECTION 2 FOREMAN**

Where there are four (4) or more carpenters on any job site, one (1) local journeyman shall be designated a foreman, and no foreman shall supervise more than ten (10) carpenters.

The wages of a foreman shall be not less than eleven percent (11%) above the hourly journeyman wage rate.

**ARTICLE X, SECTION 3 GENERAL FOREMAN**

Where there is a General Foreman supervising other carpenter foremen, the General Foreman shall receive not less than sixteen percent (16%) above the hourly journeyman wage rate.

**ARTICLE X, SECTION 4 OVERTIME**

Time and one-half shall be paid for all work performed outside the regular established working hours as specified in ARTICLE IX, SECTION 1. In the event it

becomes necessary to work an Employee or Employees during the regular lunch period, the Employee shall take a thirty (30) minute lunch on company time. If overtime is worked making the work day more than ten (10) hours, there shall be an additional lunch period of no less than thirty (30) minutes on company time. Double time shall be paid on Sundays and also work performed on any of the legal holidays and/or days celebrated as such as specified in ARTICLE IX, SECTION 6 , and after 12 hours.

#### **ARTICLE X, SECTION 5 CREOSOTE, WELDING & PILEDIVING PREMIUM**

A premium of not less than five percent (5%) above the hourly wage rate shall be paid to an Employee for pile driving, working with creosote and welding with a state certification, working with a cutting torch.

#### **ARTICLE X, SECTION 6 TRAVEL PAY OUTSIDE AREA**

In the event that an employee is required to travel to a job site outside the territorial jurisdiction as described in ARTICLE I, SECTION 3 , the Employer agrees to compensate the employee for all reasonable expenses incurred, including reimbursement for mileage, lodging, and meal expenses.

#### **ARTICLE X, SECTION 7 MOVING PAY**

The Employer agrees that all Employees covered by this Agreement are to receive full wages and benefits per ARTICLE IX while moving from one job to another during working hours and while traveling in, loading or unloading a company vehicle that leaves from or returns to a company warehouse or yard.

#### **ARTICLE X, SECTION 8 MINIMUM PREMIUMS**

When an Employee performs work described in ARTICLE X , they shall be paid at the applicable rate for their entire shift.

### **ARTICLE XI PAYMENT OF WAGES AND TERMINATION**

#### **ARTICLE XI, SECTION 1 PAYMENT OF WAGES**

All wages shall be paid weekly with no more than two (2) days' pay held back by the Employer. In addition, the payment of wages shall be made during working hours. If they are not paid during working hours, they shall be paid two (2) hours additional straight time wages and benefits on their next paycheck. Wages may be paid by mail or by electronic deposit as directed in writing by the Employee. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If the Employer lays Employees off prior to payday, the Employer shall pay them all wages due at the time of the layoff and such payment shall be made on the job. If certain circumstances arise where it is impracticable for the Employer to make payment of wages due at the time of the layoff, the representative of the Union may waive this provision.

#### **ARTICLE XI, SECTION 2 CHECK STUBS**

The Employer agrees to give each Employee a check stub or a receipt showing the amount deducted from the gross paycheck and also the amount paid for fringe benefits.

#### **ARTICLE XI, SECTION 3 TERMINATION OF EMPLOYMENT**

When an Employee is discharged, they shall be paid immediately all wages due to date. They shall receive their paycheck on the job site at that time. If they are not paid on the job site at the time they are discharged, they shall be paid four (4) hours additional pay prior to or on the next regular Employer scheduled payday, also four (4) hours fringe benefit

contributions shall be remitted to the funds. It is recommended that the Employer furnish the Employee and the Union with a copy of a termination notice stating the reason for the discharge of the Employee.

**ARTICLE XI, SECTION 4 VOLUNTARY TERMINATION OF EMPLOYMENT**

When an Employee quits on their own account, they may be required to wait, at the option of the Employer, until the next regular pay day for the wages due.

**ARTICLE XII FRINGE BENEFITS AND WAGE DEDUCTIONS**

**ARTICLE XII, SECTION 1 CONSTRUCTION INDUSTRY ADVANCEMENT FUND**

In addition to the per hour wage rates, the Employer shall contribute an amount specified on the Wage and Fringe Benefits allocation sheet per hour for each actual hour worked by each Employee represented by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its rules and regulations and the Trustees now serving. Primary purposes of the Advancement Fund are safety education, and other education, promotion and the common good of the Construction Industry. If the Employer chooses not to contribute to this fund, the amount herein will be added to the apprenticeship contribution.

**ARTICLE XII, SECTION 2 WORKING ASSESSMENT**

Upon receipt of any Employee's written authorization, which shall be irrevocable for successive yearly periods and may only be revoked by giving written notice by registered mail to the Employer and the Union not more than thirty (30) days prior to the end of such applicable yearly period or prior to the termination date of any succeeding collective bargaining agreement, whichever occurs sooner, the Employer shall deduct from such Employee's wages an amount to be determined by the Mid-America Carpenters Regional Council together with a list of the names of Employees from whose pay deductions were made. Notification in first year is at option of Union. The Mid-America Carpenters Regional Council reserves the right to directly collect or direct a depository of the working assessment.

**ARTICLE XII, SECTION 3 PROJECT FIRST RATE**

A Project First Rate contribution per hour will be made on forms provided by the Union, and shall be an amount as determined by the Executive Committee of the Union and specified on the Wage and Fringe Benefits allocation sheet. By mutual consent, at any time, the monies from said contribution will revert to the employee's base rate. The Mid-America Carpenters Regional Council reserves the right to directly collect or direct a depository of the Project First Rate contribution.

**ARTICLE XII, SECTION 4 WELFARE AND PENSION**

The Employer agrees that Pension and Welfare Fund contributions required by this Agreement are to be made to the Heartland Healthcare Fund, Carpenters Pension Fund of Illinois, and the Mid-America Carpenters Regional Council Supplemental Retirement Fund at the hourly rates as determined by the Executive Committee of the Union, and that such contributions are to be made on behalf of all bargaining unit employees for all hours worked by such bargaining unit employees for the Employer on all projects worked within the territory of Local Union 790 as described in ARTICLE I, SECTION 3.

The Employer agrees that Retirement and Welfare Fund contributions required by this Agreement are to be made to the Construction Industry Welfare Fund of Rockford, the



Construction Industry Retirement Fund of Rockford, and the Carpenters Pension Fund of Illinois at the hourly rates as determined by the Executive Committee of the Union, and that such contributions are to be made on behalf of all bargaining unit employees for all hours worked by such bargaining unit employees for the Employer for all projects worked within the territory of Local Union 792 as described in ARTICLE I, SECTION 3 . The contribution for the Carpenters Pension Fund of Illinois will be remitted to the Construction Industry Funds of Rockford and the Construction Industry Funds of Rockford will then remit the contribution onto the Carpenters Pension Fund of Illinois.

The Employer may make contributions for hours worked by superintendents and other management personnel for whom contributions to the pension and welfare funds were heretofore made when such individuals were employed as journeymen carpenters. Such contribution rate shall be determined by the trustees of the applicable pension and welfare funds but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund, Carpenters Pension Fund of Illinois, and the Mid-America Carpenters Regional Council Supplemental Retirement Fund. Also, in no event shall the rate be less than one hundred seventy-three (173) hours for each month to the Construction Industry Welfare and Retirement Funds of Rockford.

The Employer shall make welfare contributions on behalf of each of its employees who hold management or supervisory positions including owners and direct relatives of owners (father, mother, son, daughter, brother and sister) who are also engaged in any work falling within the jurisdiction covered by this Agreement in an amount determined by the trustees of the applicable welfare funds but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund and no less than one hundred seventy three (173) hours for each month to the Construction Industry Welfare Fund of Rockford.

The Employer shall also make pension contributions on behalf of the aforementioned management and supervisory employees who perform covered work into the Carpenters Pension Funds of Illinois, Mid-America Carpenters Regional Council Supplemental Retirement Fund, and Construction Industry Retirement Fund of Rockford as specified as journeyman pension contribution on the wage and fringe benefit allocation sheet for each actual hour worked. The management or supervisory employees performing covered work must maintain membership in the Union in accordance with ARTICLE IV .

The collection of amounts due under this Article shall not be subject to the Arbitration provision contained in ARTICLE V herein.

#### **ARTICLE XII, SECTION 5 VACATION FUND**

If during the term of this Agreement the Union elects to participate in a Vacation Fund established by the Union, it may do so provided the Union gives written notice to the N.I.B.C.A. and the individual contractors not less than thirty (30) days prior to implementation. The hourly vacation deduction as designated by the Mid-America Carpenters Regional Council shall be deducted from the Employee's net wages.

#### **ARTICLE XII, SECTION 6 UBC NATIONAL FUNDS**

The Employer(s) and the Union recognize the need for quality training of apprentices and journeymen to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution determined by the Executive Committee of the Union as designated for in the applicable zone in the wage and fringe benefit allocation sheet for

each hour worked for each employee covered by this agreement to the Carpenters International Training Fund ("Training Fund"). Payment shall be made to the Carpenters International Training Fund or to such collection agent as it is designated by the Training Fund on or before the 20<sup>th</sup> day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust. The Mid-America Carpenters Regional Council reserves the right to directly collect or designate a depository for the UBC National Funds contribution at a later date.

Payments shall be made to the Wilson-McShane Corporation or the Construction Industry Funds of Rockford, depending upon the location of the project worked. The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended.

#### **ARTICLE XII, SECTION 7 TRUST AGREEMENTS AND COMPLIANCE WITH LAW**

All payments required to be made to the respective Funds as set forth in this Article shall be made in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required to be completed shall be so completed. As regards the enforcement of collections and the payment of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund. In addition, the administrator and the various documents establishing the various funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal and/or State laws pertaining to the subject matter relative to each individual Fund.

#### **ARTICLE XII, SECTION 8 LEGAL TERMS OF TRUST AGREEMENTS**

The Employer agrees to be bound by the terms of all the Trust Agreements establishing all these 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 administration of the Funds, including rules pertaining 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 the payment of such contributions to the Funds. The Employer agrees to be bound by such rules as they 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.

#### **ARTICLE XII, SECTION 9 COLLECTION OF FRINGE BENEFITS AND DEDUCTIONS**

The negotiating parties agree that by mutual consent a new depository for all fringe benefit contributions and any other payroll deduction referred to in this agreement may be established.

#### **ARTICLE XIII FAILURE TO PAY WAGES, DEDUCTIONS AND/OR FRINGE BENEFITS**

In the event that any Employer signatory to this Agreement has failed to pay wages, deductions and/or fringe benefit payments as set forth in this Agreement and/or the Employer has failed to have sufficient funds in the bank (or the account was closed) to meet all pay checks issued to the Employees; the Union shall have the right to immediately withhold and withdraw the services of its members from such Employer, until all wages,

deductions and/or fringe benefits are paid by cashier's check or by certified check. Every such employee withheld shall be paid for all time withheld up to eight (8) hours per day until all wages, deductions and/or fringe benefit contributions are paid. When such failure to pay violation has occurred, the Employer shall be obligated to pay weekly, by cashier's check or by certified check, all wages, deductions and/or fringe benefit payments due for the duration of all work to be performed. The Employer shall pay all attorney fees and costs incurred in collecting such sums that are due.

## **ARTICLE XIV BONDING**

### **ARTICLE XIV, SECTION 1**

Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such Bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the UNION as Trustee for the benefit of Employees employed by the EMPLOYER and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice Training Funds. Such surety bond and/or cash bond shall be executed only on a uniform bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President of the UNION, the principal amount of the bond shall be:

One (1) to Five (5) Employees \$10,000

Six (6) to Ten (10) Employees \$15,000

Eleven (11) to Fifteen (15) Employees \$20,000

For those Employees in excess of Fifteen (15) \$50,000

The Association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of \$50,000. The Union may withdraw bargaining unit Employees from EMPLOYERS who fail to maintain the bond required by this Article.

### **ARTICLE XIV, SECTION 2**

The EMPLOYER assigns all right, title and interest in the Surety bond and/or cash bond to the Union and Fringe Benefit Trust Funds, which shall have a priority interest to such Funds, and supersede the claims of all EMPLOYER'S creditors.

### **ARTICLE XIV, SECTION 3**

This Article shall not be subject to the Settlement of Disputes provisions contained in ARTICLE V .

## **ARTICLE XV APPRENTICE TRAINING**

### **ARTICLE XV, SECTION 1 MID-AMERICA CARPENTERS REGIONAL COUNCIL APPRENTICESHIP AND TRAINING CENTER, ROCKFORD CAMPUS**

The Employer Association and the Union have established the Mid-America Carpenters Regional Council Apprenticeship and Training Program, Rockford Campus. The Rockford Campus will have an Advisory Committee consisting of an equal number of representatives from management and labor selected in accordance with the Agreement and Declaration of Trust of the Mid-America Carpenters Regional Council Apprenticeship and Training Program under which the Committee is governed and maintained. The Committee will encourage the usage of the training programs for apprentices and

journeymen and shall endeavor to keep apprentices working for the various Employers in the area.

## **ARTICLE XV, SECTION 2 HIRING OF APPRENTICES**

The Employer shall only hire Employees in the classification of apprentice who are registered and indentured with the Mid-America Carpenters Regional Council Apprenticeship and Training Program, Rockford Campus or any successor training program affiliated with the Union.

## **ARTICLE XV, SECTION 3 NONCOMPLIANCE AND REMOVAL**

Any apprentice who fails to comply with the Apprenticeship Standards, the rules and regulations of the Apprenticeship and Training Fund, or who fails to attend school, as required, shall be discharged by the Employer immediately upon receipt of notification to such effect. If an individual so discharged, believes that the facts upon which they were discharged are false, they may challenge such facts by filing a written statement with the Union and the Employer within three (3) working days from the date of such discharge and within five (5) working days thereafter, a hearing shall be held before an equal number of Employer and Union representatives for the purpose of passing upon the claim of such individual. In the event of a disagreement between the Union and the Employer, the matter shall be deemed in dispute and submitted to arbitration in accordance with ARTICLE V, SECTION 4.

## **ARTICLE XV, SECTION 4 EXPULSION OF APPRENTICE**

The Employer and the Union shall be notified within twenty four (24) hours of the expulsion of any Apprentice by the Advisory Committee.

## **ARTICLE XV, SECTION 5 RATIO OF APPRENTICES TO JOURNEYMEN**

The Employer and the Union agreed to promote the apprenticeship program by having apprentices employed on all jobs where there are a sufficient number of journeymen employed. The ratio of apprentices to journeyman is one (1) apprentice for each four (4) journeymen.

## **ARTICLE XV, SECTION 6 APPRENTICE WAGE RATES**

All apprentices shall receive the following percentages of the journeyman wage rate:

FIRST YEAR	1 <sup>st</sup> 6 Months	40% of Journeyman Scale
	2 <sup>nd</sup> 6 Months	50% of Journeyman Scale
SECOND YEAR	1 <sup>st</sup> 6 Months	60% of Journeyman Scale
	2 <sup>nd</sup> 6 Months	70% of Journeyman Scale
THIRD YEAR		80% of Journeyman Scale
FOURTH YEAR		90% of Journeyman Scale

In addition, the Employer shall make all fringe benefit contributions and wage deductions as required by ARTICLE XII of this Agreement; except that there shall be the following pension/retirement contributions per hour:

Effective 6/1/25-5/31/2028	Pension Contribution	Retirement Savings Contribution
First Year	25% of Journeyman Pension rate	25% of Journeyman Retirement Savings rate
Second Year	25% of Journeyman Pension rate	25% of Journeyman Retirement Savings rate

Third Year	50% of Journeyman Pension rate	50% of Journeyman Retirement Savings rate
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Effective 6/1/25-5/31/2027	Pension Contribution	Retirement Savings Contribution
Fourth Year	50% of Journeyman Pension rate	50% of Journeyman Retirement Savings rate

Effective 6/1/27-5/31/2028	Pension Contribution	Retirement Savings Contribution
Fourth Year	60% of Journeyman Pension rate	60% of Journeyman Retirement Savings rate

#### **ARTICLE XV, SECTION 7 APPRENTICE CONTRIBUTION**

The contribution rate shall be determined by the Executive Committee of the Union and submitted to the Mid-America Carpenters Regional Council Apprenticeship and Training Program or such other fund affiliated with the Union as the Union may designate in its sole discretion. The collection of amounts due under this Article shall not be subject to the Arbitration provision contained in ARTICLE V herein.

### **ARTICLE XVI WORKING CONDITIONS**

#### **ARTICLE XVI, SECTION 1 DRINKING WATER AND FACILITIES**

Proper drinking water, individual sanitary drinking cups, and suitable toilet facilities, and suitable lighted and heated places for employees to eat and change clothes shall be provided.

#### **ARTICLE XVI, SECTION 2 CARPENTERS ON CONCRETE POURS**

There shall be at least one (1) journeyman carpenter present while concrete is being poured in forms, checking the forms, anchor bolts, etc.

#### **ARTICLE XVI, SECTION 3 INJURED EMPLOYEES**

If an Employee is injured and cannot return to work, the Employee shall be paid for the entire day.

#### **ARTICLE XVI, SECTION 4 PICKUP TIME**

Employees shall be allowed ten (10) minutes pickup time at the end of each day's work to pick up and put away tools and change clothes. The Employees shall remain on the job until quitting time. Where job conditions require time in excess of ten (10) minutes, the additional time as may be required will be allowed upon prior arrangements between the Steward and the Employer or their representative.

#### **ARTICLE XVI, SECTION 5 INCLEMENT WEATHER**

No Employee shall be required to work during extremely hot, or extremely cold weather. If work is conducted during inclement weather, the Employer shall furnish waterproof wearing apparel when necessary and the Employee shall return same at the end of each day's work or when the need for it is over.

#### **ARTICLE XVI, SECTION 6 CALL IN**

Employees shall notify the Employer in case they are unable to report for work.

## **ARTICLE XVII TOOLS**

### **ARTICLE XVII, SECTION 1 TOOLS**

Each Employee is required to furnish, for their individual use only, all of those hand tools customarily required of a carpenter, to perform their duties. However, no Employee shall furnish any four (4) foot or over level, any mitreboxes, special cutting knives, power planes, power emery wheels, electric cords, electric driven tools, appliances, special tools, vehicles or any battery-operated tools. Such must be furnished by the Employer. No Employee shall be allowed to transport sawhorses, ladders, brackets, lumber or company tools with their own vehicle while traveling from one job to another.

### **ARTICLE XVII, SECTION 2 TOOL STORAGE**

The Employee shall at all times be responsible for their personal tools during working hours. The Employer shall provide a safe and secure place on the jobsite for storage of tools after working hours. The Employer shall pay fifty percent (50%) of the replacement value of any tools lost, stolen or damaged while in such safe and secure place as designated by the Employer.

### **ARTICLE XVII, SECTION 3 TOOL SHARPENING**

The Employer shall furnish and make available at the jobsite, all equipment generally and customarily used to sharpen the various tools used by the Employees hereunder. Sharpening of Employee own tools shall be the choice of the Employee, at all times, although the Employee may permit their tools to be sharpened other than on the jobsite by and at the expense of the Employer. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. The company representative is to establish a day of each week for tools to be sharpened.

### **ARTICLE XVII, SECTION 4 USE OF EQUIPMENT**

There shall be no limit on production by Employees or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of Employees assigned to any crew or to any service.

## **ARTICLE XVIII SAFETY, HEALTH AND DRUG TESTING**

### **ARTICLE XVIII, SECTION 1 SAFETY AND HEALTH**

The Employer and the Union agree that safety and health are a mutual obligation, and therefore agree that they will conform to the OSHA, Federal, State and Local safety and health regulations. Hardhats must be worn at all times. Employers are to furnish safety equipment, when necessary, which shall include by way of illustration, and not limitation, hardhats, welding hoods, sleeves, vests, and gloves. Safety equipment shall be returned upon termination of employment.

### **ARTICLE XVIII, SECTION 2 DRUG TESTING**

In circumstances where the project owner, developer or non-signatory general contractor mandate testing procedures that are different than the terms contained in this Article, the Union and the Employer may agree to modify the terms of this Article.

- 1) The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.
- 2) Definitions.

- 789 a) Company Premises – The term “Company Premises” as used in this policy  
790 includes all property, facilities, land, buildings, structures, automobiles, trucks and  
791 other vehicles owed, leased or used by the company. Construction job sites for which  
792 the company has responsibility are included.
- 793 b) Prohibited Items & Substances – Prohibited substances include illegal drugs  
794 including controlled substances, look alike drugs and designer drugs), alcoholic  
795 beverages, and drug paraphernalia in the possession of or being used by an employee  
796 on the job.
- 797 c) Employee – Individuals who perform work for the EMPLOYER, including, but  
798 not limited to, management, supervision, engineering, craft workers and clerical  
799 personnel.
- 800 d) Accident – Any event resulting in injury to a person or property to which an  
801 employee, or contractor/contractor’s employee, contributed as a direct or indirect  
802 cause.
- 803 e) Incident – An event which has all the attributes of an accident, except that no  
804 harm was caused to person or property.
- 805 f) Reasonable Cause – Reasonable cause shall be defined as excessive tardiness,  
806 excessive absenteeism, and erratic behavior such as noticeable imbalance,  
807 incoherence, and disorientation.
- 808 3) Confidentiality
- 809 a) All parties to this policy and program have only the interests of employees in  
810 mind, therefore, encourage any employee with a substance abuse problem to come  
811 forward and voluntarily accept our assistance in dealing with the illness. An  
812 employee assistance program will provide guidance and direction for an employee  
813 during the employee’s recovery period. If an employee volunteers for help, the  
814 company will make every reasonable effort to return the employee to work upon the  
815 employee’s recovery. The company will also take action to assure that the illness is  
816 handled in a confidential manner.
- 817 b) All actions taken under this policy and program will be confidential and  
818 disclosed only to those with a “need to know”.
- 819 c) When a test is required, the specimen will be identified by a code number, not  
820 by name, to insure confidentiality of the donor. Each specimen container will be  
821 properly labeled and made tamper proof. The donor must witness this procedure.
- 822 d) Unless an initial positive result is confirmed as positive, it shall be deemed  
823 negative and reported by the laboratory as such.
- 824 e) The handling and transportation of each specimen will be properly  
825 documented through the strict chain of custody procedures.
- 826 4) Rules-Disciplinary Actions-Grievance Procedures
- 827 1. Rules – All employees must report to work in a physical condition that will  
828 enable them to perform their jobs in a safe and efficient manner. Employees shall not:
- 829 a) Use, possesses, dispense or receive prohibited substances on or at the job site;  
830 or
- 831 b) Report to work with any measurable amount of prohibited substances in their  
832 system.
- 833 2. Discipline – when the company has reasonable cause to believe an employee is  
834 under the influence of a prohibited substance, for reasons of safety, the employee may be  
835 suspended until test results are available. If no test results are received after three (3)  
836 working days, the employee, if available, shall be returned to work with back pay. If the

test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a) Applicants testing positive for drug use will not be hired.
- b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- c) Employees who refuse to cooperate with testing procedures will be terminated.
- d) Employees found in possession of drugs or drug paraphernalia will be terminated.
- e) Employees found selling or distributing drugs will be terminated.
- f) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with an employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, an employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

5) Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a) A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b) A test may be administered in the event a supervisor has reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c) Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- e) Employee may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Instituted on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

6) Rehabilitation and Employee Assistance Program



a) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the employee to enroll in the Member Assistance Program (MAP) for that treatment, and will also counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

b) If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

c) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will than result in disciplinary action as previously outlined in this policy and program.

### **ARTICLE XVIII. SECTION 3 DEVELOPMENT OF A LABOR-MANAGEMENT PROGRAM**

The Northern Illinois Building Contractors Association (NIBCA), Independent employers and the Union agree to establish a committee to discuss, develop and negotiate a third party administrated, Drug Testing Program and a joint Labor-Management Drug Testing Trust Fund that conforms to state and federal programs.

## **ARTICLE XIX WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCES**

### **ARTICLE XIX, SECTION 1 WORKERS COMPENSATION INSURANCE**

The Employer shall carry workers compensation insurance on all Employees covered by this Agreement as provided for in the Worker's Compensation Act of the State of Illinois. A copy of the insurance certificate shall be filed with the Union.

### **ARTICLE XIX, SECTION 2 UNEMPLOYMENT COMPENSATION INSURANCE**

The Employer shall elect to become an Employer subject to the terms and provisions of the applicable state and federal unemployment laws. In the event the Employer fails to comply with these requirements, the Employer shall become liable for the unemployment compensation insurance payments due to the Employee.

## **ARTICLE XX FAVORED NATIONS**

If during the term of this agreement, the Union enters into an agreement covering the commercial construction work performed within the geographic jurisdiction of this Agreement, the Employer or Employer Association, at its option, may immediately become bound by the agreement which contains the more favorable terms in its totality, with the exception of agreements covered under Addendum 1 – Special Projects Agreement. The Employer or Employer Association may not select certain items of a differing agreement and take those elements into the existing agreement. The change must be from one complete agreement to another complete agreement.

**ARTICLE XXI DURATION, TERMINATION AND AMENDMENT**

**ARTICLE XXI, SECTION 1 DURATION AND TERMINATION**

This Agreement shall become effective June 1, 2025 through May 31, 2028 and shall automatically renew itself from year to year thereafter unless either party gives notice in writing to the other party at least sixty (60) days prior to the contract expiration date that it desires to terminate the agreement. Notice to modify the contract Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

**ARTICLE XXI, SECTION 2 MUTUAL AMENDMENT AT ANY TIME**

If any items arise during the contract period, this agreement may be opened only to resolve such items if mutually agreed upon by the Union and the Employer.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be approved and executed in the same manner as this Agreement.

**ARTICLE XXII CONFLICT WITH LAW**

It is the intention of the parties hereby to comply with the State and Federal labor laws and the provisions of the National Labor Relations Act, as amended, and in the event any Article or Section is declared to be unlawful, then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

**ARTICLE XXIII ENTIRE AGREEMENT OF THE PARTIES**

This Agreement contains the full and complete understanding and agreement between the parties and expressly supersedes any and all prior or contemporaneous agreements or understandings, whether express or implied, which may have existed between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the First day of June, 2025.

MID-AMERICA CARPENTERS  
REGIONAL COUNCIL

NORTHERN ILLINOIS BUILDING CONTRACTORS  
ASSOCIATION INC

1111 S ALPINE RD SUITE 202  
ROCKFORD, IL 61108  
Phone: 815-229-5636  
Fax: 815-286-4856

  
Authorized Signature  
KEVIN MCLAUGHLIN  
EXECUTIVE SECRETARY-TREASURER

  
Authorized Signature  
DAVID ANSPAUGH  
EXECUTIVE DIRECTOR

  
Authorized Signature  
JOEL POGOSE  
PRESIDENT

**ADDENDUM I – SPECIAL PROJECTS AGREEMENT**

The Business Agent 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 granted by the Representative with the approval of 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 Business Agent who shall forward the request to the Representative of the Regional Council for final approval of all adjustments and modifications necessary to assure continuous work opportunities for employees.

Step 2. Once a Representative of the Regional Council agrees to contract adjustments in writing the individual Employer(s) requesting the adjustment and N. I. B. C. A. 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 may be withdrawn at any time by either party.

This Addendum is an attachment to the Agreement between the Northern Illinois Building Contractors Association Inc and Mid-America Carpenters Regional Council and becomes effective June 1, 2025, and remains in effect until the expiration of the Agreement.

DATED THIS FIRST DAY OF JUNE, 2025.

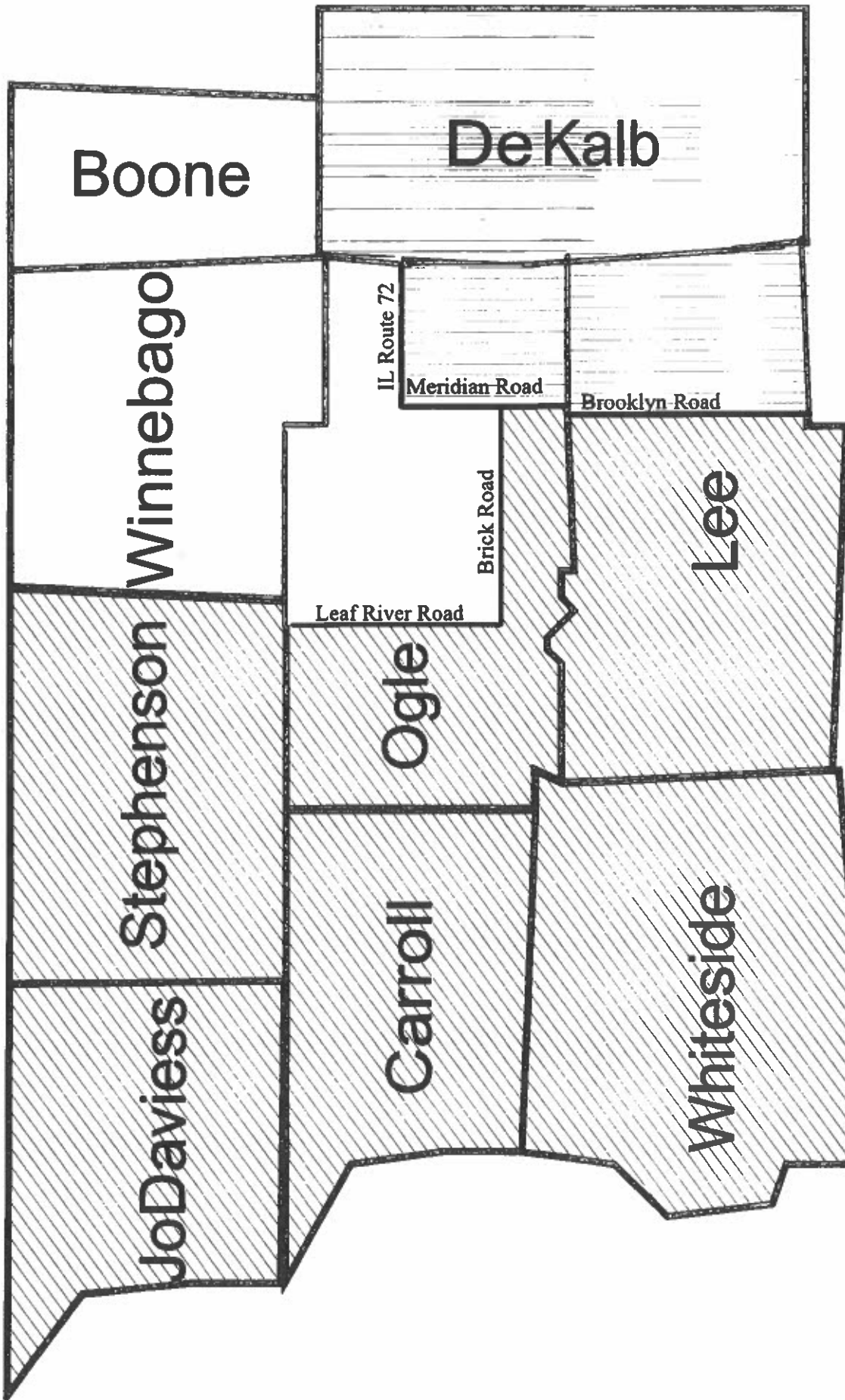
MID-AMERICA CARPENTERS  
REGIONAL COUNCIL

NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION INC  
1111 S ALPINE RD SUITE 202  
ROCKFORD, IL 61108  
Phone: 815-229-5636  
Fax: 815-226-4856

  
Authorized Signature  
KEVIN MCLAUGHLIN  
EXECUTIVE SECRETARY-TREASURER

  
Authorized Signature  
DAVID ANSPAUGH  
EXECUTIVE DIRECTOR

  
Authorized Signature  
JOEL POGOSE  
PRESIDENT



**Local 790/792 NIBCA Agreement - Illinois counties of Boone, Carroll, Jo Daviess, a portion of Lee, a portion of Ogle, Stephenson, Whiteside, and Winnebago.**

**\* Local 790(RF)geographical territory:** counties of Carroll, Jo Daviess, the portion of Lee County defined as west of Brooklyn Road, the portion of Ogle County defined by the following boundaries: N Leaf River Rd, E Brick Rd, and Meridian Rd, Stephenson, and Whiteside.

**\* Local 792 geographical territory:** counties of Boone, Winnebago and the portion of Ogle defined by the following boundaries: N Leaf River Road, E Brick Road, Meridian Road and Illinois Route 72.

**Local 790 DeKalb Agreement:** geographical territory: DeKalb County in its entirety and the portion of Ogle County defined by the following boundaries: Illinois Route 72, Meridian Road, and the Southern Ogle County Line, and the portion of Lee County defined as east of Brooklyn Road.