

Diving Agreement Preamble

These Articles of Agreement, entered into this 1st day of May 2021, 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 Regional/District 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 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 Regional/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.

This Agreement constitutes the sole and complete agreement between both parties hereto, there is no other.

**ARTICLE 1
SCOPE OF AGREEMENT**

A. Work Covered

All work coming under the jurisdiction of divers and tenders including the operation and maintenance of this equipment shall be performed by members of the United Brotherhood of Carpenters.

a) It is understood that there may be instances when competent, competitive Union subcontractors may not be available for certain specialty subcontracts which is defined as work not traditionally performed by the contractor. In such instances, the Employer will notify the Union at least ten (10) days, excluding weekends and holidays, prior to the commencement of work, and the Union will endeavor to locate competent, competitive Union subcontractors. If the Employer and the Union are unable to locate competent, competitive, subcontractors, it is understood and agreed that the Employer will be relieved of the above provision for such specialty subcontractors.

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

B. Territorial Scope

The geographical scope of this Agreement includes all of the following counties:

Adams	Effingham	Lee	Putnam
Boone	Fayette	Livingston	Richland
Brown	Ford	Logan	Rock Island
Bureau	Fulton	Macon	Sangamon
Calhoun	Greene	Macoupin	Scott
Carroll	Grundy	Marion	Schuyler
Cass	Hamilton	Marshall	Shelby
Champaign	Hancock	Mason	Stark
Christian	Henderson	McDonough	Stephenson
Clark	Henry	McHenry	Tazewell
Clay	Iroquois	McLean	Vermillion

Clinton	Jasper	Menard	Wabash
Coles	Jefferson	Mercer	Warren
Crawford	JoDavieess	Montgomery	Washington
Cumberland	Kane	Morgan	Wayne
DeKalb	Kankakee	Moultrie	White
DeWitt	Kendall	Ogle	Whiteside
Douglas	Knox	Peoria	Will
Edgar	LaSalle	Piatt	Winnebago
Edwards	Lawrence	Pike	Woodford

**ARTICLE 2
RECOGNITION**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all Divers, Tenders and all other 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 Heavy and Highway 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 employ, terminate, suspend, transfer, lay off, promote, demote, or relieve employees of their duty shall be vested exclusively in the Employer, provided, however, that the Employer shall not use this right for the purpose of discriminating against any employee because of 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 eight (8th) day following the beginning of their employment or the effective date if 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 if any employee cover 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

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.

ARTICLE 5 PROCUREMENT OF LABOR

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

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

When the Employer requests the Union to recommend job applicants to the Employer, the Union shall exercise due care in ascertaining the competence of the applicant or applicants to be recommended.

ARTICLE 6 RATES OF PAY, CONTRIBUTIONS AND DEDUCTIONS

A. Rate of Pay

A diver, not furnishing his own equipment shall receive twice the regular journeyman heavy and highway wage rate in the geographic area where he is working for any day or part thereof during which he is required to descend below the surface down to fifty (50) feet. This shall be called a wet day.

A tender will be paid the journeyman heavy-highway wage rate in the geographic area where he is working.

The heavy and highway wage rate for the geographic areas are attached to and make a part of this Agreement.

When the diver furnishes his own diving equipment but not air compressor, the rate shall be a minimum of twenty-five dollars (\$25.00) for use of equipment for each and every day the equipment is on the jobsite.

Living expenses and travel reimbursement for divers and tenders while beyond commuting distance shall be negotiated between the Employer and Employee. Commuting distance is defined as sixty (60) miles between the diver's home and the jobsite.

All the time spent in the decompression chambers shall be at a regular straight time or overtime rates, whichever shall apply.

B. Contributions

The Employer agrees that all Pension, Annuity and Health and Welfare contributions are to be made in accordance with the applicable Wage Addendum on behalf of and for all hours worked by persons covered by this Agreement. The Employer agrees to be bound by the terms of such Trust Agreements 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 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 Trust Agreements and rules can be obtained by the Employer by request from the applicable Fund Administrator or Trustee of the Fund.

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 wage addendum 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 Regional/District Council funds even if the work-area Local Union or Regional/District Council funds and the employee's home-area Local Union or Regional/District 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 Regional/District Council funds that the appropriate contribution amount has been paid to the employee's home-area Local Union or Regional/District Council funds. This option shall not be available if the employee's home-area Local Union or Regional/District Council funds refuse to accept such payment. Furthermore, it is expressly understood that the Employer will only be required to submit contributions to the above referenced funds in the amounts listed in the collective bargaining agreements and/or wage addendums where the work is actually performed. This provision is strictly limited to the Company's payment of Annuity, Pension and/or Health and Welfare contributions required under the applicable work-area collective bargaining agreement to the work-area Local Union or Regional/District Council. All other contributions and check-offs shall be paid to the respective funds where the work is being performed as per the applicable addendum.

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

(a) has heretofore been included as a member of the “bargaining unit: on any basis, under the terms of this collective bargaining agreement, any predecessor collective bargaining agreement, or any other collective bargaining agreement entered into by this Regional/District Council, and

(b) was an employee on whose behalf within the five (5) year period to the effective date to this Agreement contributions were required to be made or were in fact made for at least 5,000 hours worked.

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

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

It is expressly understood that in the event the Employer is an unincorporated partnership or sole proprietorship, any persons who is a partner or sole proprietor of the Employer is ineligible to receive benefits from 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 benefits 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 one hundred sixty (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 in an amount as determined by the Union not to exceed one hundred thousand dollars (\$100,000) 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 (2) years shall be exempted from said bonding obligation.

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, Pension and Annuity contributions pursuant to the attached Addendums, and a judgment is rendered in favor of the Union and/or Trustees, as part of said judgment, a reasonable amount of the attorney's fees and court cost shall be awarded them by the court. After the Union and/or Trustees are awarded said judgment, the Union shall have the right, as its option, to require said Employer to furnish a suitable bond with a reputable Surety Company guaranteeing his performance, as set forth in this section prior to any resumption of the instant agreement with said employer.

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

C. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution as per the area wage schedule or area addendum for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America National Apprenticeship & Training Fund (the "Training Fun"). The parties also agree that the Employer shall make a contribution as per the area wage schedule or area addendum for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America National Health & Safety Fund (the "Health Fund") and the United Brotherhood of Carpenters and Joiners of American Labor Management Fund. Payment shall be made to the Training Fund, Health Fund, Labor Management Fund, or to such collection agent as is designated by the Training Fund, Health Fund or Labor Management Fund on or before the fifteenth (15th) 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, Health Fund and Labor Management 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 Trusts. Upon request, the Employer may receive the latest annual report prepared for any or all of the above referenced Funds.

D. Notwithstanding any other provision of this Article, the parties agree that during the term of this Agreement, with sixty (60) days prior written notice to the Associated General Contractors of Illinois, the Union may redirect their contributions to another Health and Welfare, Pension or Annuity plan. Provided further, that any increase or decrease in the contribution rate shall not take effect until the next wage anniversary date at which time a new Wage Addendum shall list the changes, if any, in contributions. Because of the restrictions in the Illinois Prevailing Wage Act, it is also agreed that the basic wage rate will not be reduced to accommodate any changes in the fringe benefit contributions.

ARTICLE 7 WORKDAY, WORKWEEK, OVERTIME, SHIFT WORK AND HOLIDAY

Section 1. Eight (8) consecutive hours exclusive of lunch period shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m. The starting time shall be determined in the pre-job conference. A lunch period shall be allowed each employee to be taken between the fourth and fifth hours but may be changed by mutual agreement. If a lunch period cannot be given at the regularly scheduled time, the employee shall be paid one-half (1/2) hour overtime for lost lunch period, with the allowance of sufficient paid break to eat their lunch during the eight (8) hour workday. The regular work week shall consist of five (5) consecutive eight (8) hour days commencing Monday 6:00 a.m. and ending Friday at 6:00 p.m. All time worked in excess of eight (8) hours per day Monday through Friday and all time worked on Saturday shall be paid for at the rate of time and one-half (1 ½) except as specified in Section 2 of this Article 7.

Section 2. Where not prohibited by law and by prior notice to the Carpenters Regional/District Council no later than the end of the last scheduled workday of the prior week, employers may schedule the following work week on the basis of four-ten hour days, Monday through Thursday with Friday being a make-up day if needed to complete the forty (40) hour week. Provided, overtime is paid at the rate of one and one-half (1 ½) times the base wage rate for all hours worked over ten (10) in a day or over forty (40) in a week and further provided however, that United Brotherhood of Carpenters members shall receive overtime pay when any other craft working on the job at that time receives overtime pay.

The above paragraph on four-ten hour days does not apply to the counties of Grundy, Iroquois, Kane, Kankakee, Kendall, McHenry and Will.

Section 3. All work performed on Sundays and the following legal holidays or days celebrated as such, to wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas, shall be paid at the rate of double time. Employees may request off on Veteran's Day without pay. No work will be performed on Labor Day, except in extreme emergency. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

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.

The above provisions of Article 8 shall apply to all work, except for work performed in Grundy, Kane, Kendall, McHenry, and Will Counties. The provisions of APPENDIX 1 shall apply only to work performed in Grundy, Kane, Kendall, McHenry, and Will Counties.

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

Section 6. SHIFTS. 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 ½) 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 (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.

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 estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

ARTICLE 8 REPORTING TIME

Each employee shall give the contractor a telephone number where the employee may be reached, which number the contractor shall call to notify the employee if there is to be no work.

Such notice shall be reasonably in advance of starting time considering the distance the employee must travel to the job. When weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting a carpenter working on the same project who has a telephone or by calling (collect) the contractor.

The contractor shall have no obligation to pay show-up time to those employees who the contractor or his representative cannot by diligent effort contact to notify them there will be no work because of inclement weather or conditions beyond the contractor's control. If an employee is called to work after the regular starting time, then his day shall start at the regular starting time.

While working on a job within commuting distance from home, a diver shall receive the stand-by rate for stand-by days, unless he is notified at least two (2) hours before the scheduled starting time that he is not to report to work. A day when the diver is not required to dive shall be designated as a stand-by day and the rate of pay for a stand-by day shall be one-half the rate of a wet day.

If the diver living within commuting distance of the jobsite is not given the notification as listed above, but reports for work and there is no work, he shall receive two (2) hours show-up pay at the stand-by rate.

If the diver is required to remain on the jobsite beyond the two (2) hours, and there is no diving that day, the diver shall receive half the rate of a wet day. However, to receive any pay, the diver shall work on the jobsite as required by the Employer.

While working on jobs beyond commuting distance from home, divers shall receive the minimum stand-by rate for stand-by days, but to receive this pay, the diver shall work on the jobsite as required by the Employer.

In all of the above cases, where the diver has furnished equipment, the rental equipment rate listed above shall remain.

ARTICLE 9 PREMIUM WORK

A. Blasting Premium

When it is necessary for the diver to handle explosives high and low order underwater, the diver shall receive a \$1.00 per hour premium.

B. Underwater Burning and Welding Premium (option)

When it is necessary to perform underwater burning and/or welding the diver shall be paid a \$1.00 per hour premium in addition to this regular pay as premium, if he so requests.

C. Depth Premium

When it is necessary for the diver to descend below the surface of the water (or simulated dive in decompression chamber) to depths in excess of fifty (50) feet, a premium, according to the following schedule shall be paid, in addition to the regular days' pay as determined above.

Depth Below Water Surface	Amount of Premium Per Foot
50 ft. to 100 ft.	\$1.00
100 ft. to 150 ft.	\$1.50
150 ft. to 200 ft.	\$2.00

A stand-by diver shall be required for dives beyond 100 feet.

D. Tunnel Premium

When it is necessary for the diver to enter tunnels, chambers, inclined shafts, sunken ships and barges, or any area where there is no direct vertical descent a premium, according to the following schedule shall be paid in addition to the regular days' pay as determined above.

From surfaces down to 50 feet of depth, \$0.50 per foot for each foot of penetration beyond the first 10 feet.

From 50 feet to 100 feet of depth, \$1.00 per foot for each foot of penetration from the entrance or shaft.

From 100 feet to 150 feet of depth, \$1.50 per foot of penetration from the entrance or shaft

From 150 feet to 200 feet of depth, \$2.00 per foot for each foot of penetration from the entrance or shaft.

A second diver shall be provided at entrance to tend diver for penetration beyond 150 feet.

ARTICLE 10 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 check 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.

B. Discharge and Lay-Off

If an Employer qualifies for the bond exemption in Article 6, and needs to layoff or discharge an employee, the Employer may mail the employee's paycheck to the home address last provided by the employee. The mailed check must be postmarked on the next business day following layoff or discharge. If the check is not postmarked on the next business day, excluding Saturday, Sundays, and holidays, the employee shall receive two (2) hours pay at the straight time rate for each day that the check is late.

If the Employer is not exempt from posting bond as outline in Article 6 and lays off an employee, the Employer shall pay employees all wages due at the time of layoff, and payment shall be made on the job, regardless of whether such layoff is temporary or permanent.

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

ARTICLE 11 GENERAL CONDITIONS

A. The Employer agrees to adhere and abide by all OSHA and other diving regulations and laws pertaining to diving.

B. The tenders shall not be required to do any work except tending or working on the gear while the diver is on the life support system.

ARTICLE 12 SAFETY

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

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

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

Section 4. The Carpenters agree to use their training facilities to provide skill advancement training in OSHA construction standards such as; Accident Prevention Responsibility, Asbestos, Hearing Protection, Welding and Cutting, Scaffolding, Fall Protection, Excavations and Trenching, Ladders, etc. to improve journeyman skills. The Carpenters shall use their training facilities to ensure that all Carpenters shall be required to successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Carpenter shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. Employers may request referral of Carpenters who have completed the Ten-Hour OSHA course and refuse Carpenters who have not completed the course without penalty.

Section 5. All Carpenters shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The employer and all employees agree to abide by all federal, state, local and company safety policies.

Section 6. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

ARTICLE 13 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.

Steward

The Employer agrees to recognize the right of the Business Representatives of the Union to select or appoint a Steward who shall be a member of the Local Union where the work is being performed. The Union shall select or appoint a Steward from among the Employer's current Employees as agreed to by the Employer, excluding Foreman, or from the Employer's Unit Employees. Employer's Unit Employees shall be defined as Employees who have two hundred fifty (250) hours previous work experience with the Employer within the preceding twelve (12) months. The Steward's duties shall be to see that all employees covered by this contract are in compliance with Article 4 (Union Security) in accordance with the requirements of this contract, to hear and attempt to adjust disputes and grievances, and in the case of accident, to see that the employees covered by this contract and their personal belongings are cared for. Loss of time in caring for sick or injured employees shall be paid for by the Employer in an amount not to exceed eight (8) hours at straight time.

A steward, after having satisfactorily completed seven (7) working days of employment for an Employer, shall not be laid off or discharged without just cause so long as other employees covered by this contract, except a foreman, are employed on the project. In no case shall the Steward be discharged, laid off or fired until the Union Representative has been notified to the effect that his work or conduct is unsatisfactory. When such charges are made against the Steward, the Employer, or his representative, shall meet with the Business Representative of the Union, and attempt to settle the dispute. In the event the respective representatives cannot reach an agreement the dispute shall be processed under the terms as provided for in the arbitration section of this contract.

The Steward shall work as any other carpenter employee.

ARTICLE 14 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 separate, 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 to board of competent jurisdiction, all remaining provisions of this contract shall remain in full force and effect.

ARTICLE 15 SETTLEMENT OF DISPUTES

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

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

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

Step 2. The grievance shall be reduced to writing and transmitted to the Employer. The Employer must receive the written grievance within 5 working days of the date when the employee knew or should have known of the incident giving rise to the grievance. 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 Executive Officer if 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 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 know 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 Carpenters involved and the AGC of Illinois but in no event shall the Committee be composed of less than 2 representatives from each party. The Committee's decision shall be final and binding on the parties. However, if the Committee deadlocks the matter, either the District Council of Carpenters involved, or the Associated General Contractors of Illinois may request arbitration.

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

**ARTICLE 16
DRUG AND ALCOHOL POLICY**

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

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

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

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 amount (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 documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence. Every effort shall be made to assure the validity and accuracy of all tests.

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

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

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

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

INITIAL TEST

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

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

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

CONFIRMATORY TEST

LEVEL (ng/ml)

Marijuana metabolite	15*
Cocaine metabolite	150*
Opiates: Morphine	2,000
: Codeine	2,000
Phencyclidine	25
Amphetamines/Methamphetamine	500***

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylcegonine

***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 jobsite, may 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
DURATION AND TERMINATION

The term of this contract shall be in effect from May 1, 2021 expiring April 30, 2026.

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

IN WITNESS WHEREOF, the Associated General Contractors of Illinois has caused this contract to be executed by its duly authorized representatives and the Regional/District Councils and Local Unions, affiliated with the United Brotherhood of Carpenters and Joiners of America, within the State of Illinois, have caused their duly authorized representative to hereunto subscribe his name on the day and year set forth.

FOR THE ASSOCIATION



Frank Kazenske
Director of Labor Relations

FOR THE UNION



Gary Perinar
Executive Secretary-Treasurer
Mid-America Carpenters Regional Council