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AGREEMENT

37 PAGES

between

**WOODWORKERS ASSOCIATION
OF CHICAGO**

and

**CHICAGO AND
NORTHEAST ILLINOIS
DISTRICT COUNCIL
OF CARPENTERS**

(MILL-CABINET-INDUSTRIAL DIVISION)

**For the Period
June 1, 2002 through May 31, 2007**

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AGREEMENT

THIS AGREEMENT, effective as of the 1st day of June 2002, by and between WOODWORKERS ASSOCIATION of CHICAGO and CHICAGO and NORTHEAST ILLINOIS DISTRICT COUNCIL of CARPENTERS (MILL-CABINET-INDUSTRIAL DIVISION), and all individual Local Unions within its territorial jurisdiction (hereinafter referred to as "Union").

This Agreement shall be in full force and effect from June 1, 2002 through May 31, 2007.

ARTICLE 1 BARGAINING UNIT

1.1 The bargaining unit of the Employer shall consist of all journeymen, millmen, foremen, crew leaders and apprentices engaged in work covered by the "Occupational Jurisdiction of the Union (Millmen-Cabinet-Industrial Division)," including, but not limited to, in-plant millwork production; fabrication of cabinets, tables, desks, doors, sash, window frames, millwork, store fixtures, display fixtures, formica and plastic products, and component parts; installers of hardware; gluers, scrapers of glue, and sprayers; handlers of materials to and from clamp; and bench work, layout, assembly, operators of power machinery and hand power tools relating thereto:

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit of the Employer for the purpose of collective bargaining respect to wages, hours, terms and conditions of employment. All employees in the bargaining unit of each such Employer represented by the Union shall be covered by this Agreement.

ARTICLE 3 UNION SHOP

3.1 All employees shall be obligated to become members of the Union after the 30th day, but not later than the 31st day, of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

3.2 All employees shall maintain their membership in the Union in good standing by remaining current in the payment of dues as a condition of continuing employment.

3.3 Any employee who fails to become a member of the Union or fails to maintain his membership in good standing by remaining current in the payment of dues in accordance with the provisions of this Article shall forfeit the right of employment, and the Employer shall, within three working days of being notified by the Union in writing as to the failure of an employee to join the Union or to maintain membership therein, discharge such employee. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State law. The Employer shall not be in default unless it fails to act within the required period after receipt of written notice.

ARTICLE 4 DUES CHECK OFF

4.1 The Employer shall deduct working dues from the wages due those of its employees who have authorized their Employer in writing to do so and remit such deductions to the Union. The deduction of dues from the wages of an employee shall commence with the first pay period following the date that such employee completes his probationary period, provided a written authorization has been received from such employee.

4.2 All deductions of dues shall be remitted to the Secretary-Treasurer of the Union during the month in which

such monies are deducted unless an agent has been named to receive the monies, in which case such deductions shall be remitted to such agent as is identified in a written communication from the Union to the Employer. The Secretary-Treasurer of the Union shall issue a receipt to the Employer upon receiving such monies.

4.3 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and/or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer in connection with the deduction of any dues from the wages of any employees of the Employer.

ARTICLE 5 WORKING RULES

5.1 There shall be no restrictions of the use of machinery, tools or appliances.

5.2 The foreman shall be the agent of the Employer and shall be a member of the Union.

5.3 The employee is at liberty to work for whomsoever he sees fit. The Employer is at liberty to employ or discharge whomsoever it sees fit.

5.4 Any employee who is required to travel outside the territorial jurisdiction of the Union and lodge overnight at a place more than 50 miles from the job site where work is to be performed by such employee shall receive pay for travel time between the place of lodging and such job site.

5.5 There shall be no strikes, lockouts or stoppage of work for any causes not covered by this Agreement. The parties will, by lawful means, compel their members to comply with this Agreement.

ARTICLE 6
WAGES

6.1 The rate of wages for employees covered by this Agreement shall be as follows:

6/1/02 - 5/31/03	.....	\$20.08 per hour
6/1/03 - 5/31/04	.....	\$1.10 per hour increase*
6/1/04 - 5/31/05	.....	\$1.10 per hour increase*
6/1/05 - 5/31/06	.....	\$1.15 per hour increase*
6/1/06 - 5/31/07	.....	\$1.15 per hour increase*

The Union shall provide the Employer notice in writing prior to June 1 each year regarding the allocation between the rate of wages and fringe benefits effective June 1.

6.2 The rate of wages for a Foreman shall be 20% over the negotiated wage rate if employed by an Employer that is ineligible to adopt or had not adopted job classifications pursuant to Article 8 of this Agreement.

6.3 The rate of wages for mill apprentices covered by this Agreement shall in each year be the following percentage of the rate of wages shown above for journeyman employees: 1st year - 50%; 2nd year - 65%; 3rd year - 75%; 4th year - 85%.

6.4 The rate of wages for all work performed outside the plant (including the time from when an employee leave the plant during the work day until the employee returns to such plant), including but not limited to touch-up work, shall be the then prevailing rate of wages for outside journeymen carpenters within the jurisdiction of the Chicago and North-

*The rate of wages shall be increased effective June 1 each year during the term of this Agreement as shown hereafter, except that the Executive Board of the Union, at its discretion, may allocate some amount of any increase to the Employer contribution to the Chicago District Council of Carpenters Welfare Fund and/or the Chicago District Council of Carpenters Millmen Pension Fund.

east Illinois District Council of Carpenters. In addition thereto, each Employer shall pay into each of the employee fringe benefit funds shown hereafter an amount per hour for each of the first 175 hours worked for the Employer (including vacation time) during each calendar month by all employees of such Employer for all such work performed.

	6/1/02 to 5/31/03	6/1/03 to 5/31/04	6/1/04 to 5/31/05
Chicago District Council of Carpenters Welfare Fund	\$4.71	*	*
Chicago District Council of Carpenters Pension Fund	\$3.51	*	*
Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program	\$.44	*	*

Notwithstanding the other provisions in this paragraph or in any other collective bargaining agreement with the Union, the Employer may, at the option of the affected employee make the contributions to the Pension Fund for hours worked outside the plant to the Chicago District Council of Carpenters Millmen Pension Fund in an amount equal to the rate shown above.

6.5 The amount of any negotiated wage increase(s) during the term of this Agreement shall be added to the wage rate then paid to employees.

6.6 Time and one-half shall be paid for all overtime during weekdays up to two hours, for work on Saturday up to eight hours, or for work on the following recognized holidays up to eight hours: Good Friday, day after Thanksgiving Day, day before Christmas Day, and day before New Year's Day.

*To be determined each year of agreement through 5/31/07

6.7 Double time shall be paid for work in excess of 10 hours in a work day from Monday through Friday; for work on Saturday in excess of eight hours, for work on Sunday, for work on Monday morning up to 7:00 a.m., or for work on the following recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

6.8 If work is performed on any recognized holiday, an employee shall in addition receive holiday pay as provided in this Agreement. However, no employee shall be required to work on a recognized holiday.

6.9 When work is carried on in more than one shift, the second and third shifts shall receive eight hours' pay for seven hours work.

6.10 Employees shall be paid once each week, not later than the employees' regularly scheduled quitting time on the regularly established pay day. If such pay day falls upon a recognized holiday under this agreement, employees shall be paid the last work day before such holiday. All wages due shall be paid in full up to three days preceding a pay day.

6.11 When an employee is discharged, such employee shall be paid in full, including earned vacation pay, on the day of discharge; if any employee voluntarily terminates employment, such employee will be paid in full, including all earned vacation pay, no later than the next regular pay day.

6.12 The Union shall have the right to remove bargaining unit employees from their work for the purpose of collecting wages and fringe benefits due. The Employer shall be notified by certified mail, return receipt requested, at least five days before such action is taken.

6.13 Failure of the Employer to have sufficient funds in the bank to honor pay checks shall deprive such Employer thereafter from the right to pay by check.

ARTICLE 7

HOURS OF WORK

7.1 The normal work day shall consist of eight hours' work commencing at any time between the hours of 6:00 a.m. and 8:00 a.m., as mutually agreed upon between an Employer and his employees. The Shop Steward shall be notified in advance of all work scheduled from 4:30 p.m. Friday until 6:00 a.m. Monday, or work on any recognized holidays or nights.

7.2 When the Employer changes a work schedule to less than eight hours, such Employer shall give notice thereof to affected employees by quitting time of the prior work day; otherwise, such employees shall be paid for eight hours for the day involved.

7.3 Any employee reporting for work upon the express or implied order of the Employer or the duly authorized representative of the Employer and not put to work for any reason except weather conditions, fire, accident, or other unavoidable causes, shall receive eight hours' pay for that day.

7.4 An employee who is unable to complete a scheduled work day due to injury on the job shall be paid for all hours of work for which such employee was scheduled to work on the day such injury occurs, including premium pay, if any.

7.5 In the event an employee is injured in the course of employment, such employee shall not be dismissed from employment because of injury, nor shall such employee be dismissed during the period of medical care required by such injury unless there is no bargaining unit work available which such employee is capable of performing, or unless such employee's dismissal is due to conditions beyond the control of the Employer.

7.6 When a plant is running to 75% of its capacity or less, work must be rotated before employees are laid off. This paragraph shall not apply to Employers who have elected to

adopt and implement job classifications under this Agreement.

7.7 No work shall be done on Labor Day except by permission of the Union.

ARTICLE 8

JOB CLASSIFICATIONS

8.1 If the Employer on the effective date of this Agreement employed 10 or more employees within one or more bargaining units represented by the Union, the Employer may elect to adopt job classifications at any time, provided the Employer has given the Union 30 days' written notice of such election. The Employer, however, may not implement job classifications until such time as the Employer's employment level within the bargaining unit is at least 90% of the level of employment on May 31, 1999.

8.2 Upon the effective date of this Agreement, employees then within the bargaining unit (hereafter called "protected employees") shall receive not less than the negotiated wage rate. A protected employee who receives a wage rate greater than the negotiated wage on the effective date of this Agreement shall continue to receive not less than this wage rate differential throughout the term of this Agreement. "Protected employees" shall be defined as those employees who are current or former bargaining unit employees on or at any time prior to May 31, 1984, or on the effective date the Employer adopts classifications.

8.3 No protected employee may be laid off or terminated because of an Employer's election to adopt this Article. Any protected employee who is laid off and is subsequently recalled by the same Employer shall thereafter be entitled to vacation allowances without reference to such layoff.

8.4 Job classifications shall be defined as follows:

Classification "AA": This classification shall consist of all employees who possess millwork

skills and have been assigned leadership responsibility, and who perform one or more of the following duties: Sticker (knife grind and set-up); Trim Saw (layout and operate); Shaper (knife grind, set-up and operate); Leadman Cabinet Assembly; and Lead-man Face Veneer Layout and Lay up.

Classification "A": This classification shall consist of all employees who possess millwork skills or have been assigned leadership responsibility, and those employees who perform one or more of the following duties: Trim Saw Operator; Tenoner (set-up)*; Router (set-up and operate); Trim Cabinetmaker**; Cabinet Machine Operator (edge bander, dovetailer); Chain Mortiser; Single-End Tenoner (set-up and operate); Machine Sander (mounding, belt, stroke); Hot Press Leadman; and Graduate Apprentice.

*Any employee that was assigned this job classification on May 31, 1995 shall continue to receive the wage rate applicable to such classification on such date while employed subsequent to such date by any Employer signatory to the terms and conditions as this Agreement.

**A Trim Cabinetmaker is a complete cabinetmaker who, without supervision, can from drawings and cutting bills, machine and assemble a complete cabinet, including hardware fitting and installation. Such employee must be able to fit mitres, mortise and tenon joints, dowel joints and perform all other standard cabinet joinery.

Classification "B": This classification shall consist of all employees who have the skills to perform and are assigned one or more of the following duties: Mortiser (other than Chain Mortiser)*; Sticker Feeder; Planer Operator; Facer Operator; Joiner Operator; Machine Sander (wide belt)*; Panel Saw Operator; Laminate Applicator (spray, trim); Hot Press Operator; Cut-off and Rip saw Operator; Assembler or Cabinet Assemblyman***; Single-End Tenoner Feeder*; and Double-End Tenoner Feeder. A Veneerman is an employee who can, from cutting bills, cut and tape veneer for backs and sub-face panels. The use and understanding of shop drawings and blue prints is not required.

Classification "C": This classification shall consist of all employees in the job classification of Hand Sander*, Pinch Roller*, Clean-Up*, and general helper.

*Any employee that was assigned this job classification on May 31, 1995 shall continue to receive the wage rate applicable to such classification on such date while employed subsequent to such date by any Employer signatory to the terms and conditions as this Agreement.

***Assembler or Cabinet Assemblyman shall be defined as an assembler of custom cabinets; cabinet sub-assemblies; frames, including window and door frames; glazed and mulled windows; and door blanks, using power nailers, wood and glass drills, clamps and other power hand tools. The use and understanding of shop drawings, blue prints and cutting bills is not required.

8.5 The wage rates for the above job classifications shall be as follows:

Classification "AA" . . .	20% of the negotiated wage rate
Classification "A"	The negotiated wage rate
Classification "B" . . .	75% of the negotiated wage rate
Classification "C" . . .	55% of the negotiated wage rate
Entry Level	\$8.00 per hour

8.6 An unprotected new employee shall be an entry level employee. Entry level employees shall be subject to a probationary or trial period not to exceed 30 days. Upon completion of this period, such employees, shall be paid the Classification "C" wage rate.

8.7 Apprentices upon completion of their apprenticeship shall be assigned to Classification "A".

8.8 Except in the case of an unprotected employee whose employment has terminated with one Employer and is hired by another Employer, no unprotected employee shall be paid a wage rate in excess of that for the job classification to which such employee is regularly assigned.

8.9 Any unemployed protected employee may, upon written request to and approval by the Union, work in any Classification "B" job and be paid the wage rate for such Classification.

8.10 All employees temporarily assigned to work in a higher-rated job classification shall be paid the wage rate for such classification for all work performed after five working days in such classification. An Employer shall not regularly assign employees to work in a higher-rated job classification for the purpose of avoiding the payment of wages for work performed in such classification. An employee temporarily assigned to work in a lower-rated job classification shall continue to be paid the wage rate for the classification to which such employee is regularly assigned.

8.11 All modifications within any job classification shall be negotiated by the parties. If the parties are unable to agree upon such modifications, the parties shall resolve their differences through the grievance procedure in this Agreement.

8.12 In the event of a layoff, the Employer may lay off some or all of the employees within a department before employees in another department are laid off. Employees within a department shall be laid off in the following order: Unprotected employees, then employees in Classification "C", then employees in Classification "B", then employees in Classification "A", and finally employees in Classification "AA". Recalls shall be accomplished in the reverse order of layoffs.

8.13 All new jobs and job vacancies shall be posted. Any bargaining unit employee or former bargaining unit employee who would be a protected employee if employed by the Employer may apply in writing for a posted job. The Employer shall reach a decision concerning the successful applicant, if any, within three working days following the posting period. The decision of the Employer shall be based upon an evaluation of the performance, skill and ability of the applicants. Whenever possible, an Employer shall promote from within or rehire former employees when filling a new job or a job vacancy.

8.14 Upon the Employer's election to adopt job classifications, the Employer shall forfeit the right to employ "summer help."

8.15 The Employer shall not be permitted to elect or continue to use job classifications unless such Employer employs a full complement of mill apprentices, if available.

ARTICLE 9
COST-OF-LIVING ALLOWANCE

9.1 Definitions:

- (a) Cost of Living Index "Consumer Price Index for Urban Wage Earners and Clerical Workers (all items), 1967 = 100, for the City of Chicago," published by the Bureau of Labor Statistics, U.S. Department of Labor. The Index used is the "April Index" published in May, and the "October Index" published in November.
- (b) Negotiated Hourly Wage Increase This increase is that part of the negotiated hourly "wage package" allocated to wages. Any adjustment to the "wage package" for contributions to the Welfare and Pension Funds and Apprentice & Trainee Program is not included.
- (c) Rate of Wages in Effect The Negotiated Hourly Wage rate less any adjustment to other funds.
- (d) Cost-of-Living Adjustment For each .3% rise in the Cost-of-Living Index which is over and above the percentage of the Negotiated Hourly Wage Increase for the applicable period, there shall be a cost-of-living adjustment of \$.01 per hour.

9.2 Cost-of-Living Adjustment - There shall be no cost-of-living adjustment during the term of this Agreement.

9.3 Fractions of cents shall be carried forward to the time of the next adjustment.

9.4 No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which may later be made in the published figures for the Consumer Price Index for any month on the basis of which the allowance has been determined.

9.5 In the event that the Consumer Price Index in its present form is revised by the Bureau of Labor Statistics or dis-

continued, the parties shall attempt to adjust this Article to such revision or discontinuation.

9.6 There shall be established a Joint COLA Committee of four members, two of whom shall be appointed by the Union and two of whom shall be appointed by the Employer. The members of the Committee shall meet at least two weeks before a cost-of-living adjustment is to be made effective, at which time such members shall calculate the cost-of-living adjustment, if any, that is then to be effective. In the event that the Committee is unable to agree upon the amount of any adjustment, the dispute in respect to such adjustment shall be resolved through arbitration pursuant to the procedure outlined in Article 25, paragraph 25.3 (f), (g), and (h) of this Agreement.

ARTICLE 10 HOLIDAYS

10.1 Employees shall be paid eight hours' pay at the straight-time hourly rate for each of the following recognized holidays when not worked:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day

10.2 A new employee who was not last employed within the bargaining unit must be employed for 30 calendar days in order to become eligible for holiday pay.

10.3 To be entitled to pay for a recognized holiday not worked, the employee must report for and work on the work day immediately preceding and the work day immediately following such holiday, unless such employee was excused in advance, in writing, by an agent of the Employer or unless such employee was absent on one of such work days be-

- (d) When an employee has earned eight consecutive four-week vacation allowances with the same Employer, such employee's next vacation allowance shall be five weeks with pay.*

11.2 In the event an employee quits, is laid off or discharged, such employee shall be entitled to receive pay for the number of days' vacation earned to the time of severance of employment.

11.3 For the purpose of this Article, vacation allowance shall not be considered "consecutive" or "successive" in the case of an employee who quits, is terminated, fails to respond within 14 days after recall to work or is on layoff for more than one year.

11.4 Except for a third, fourth, or fifth week of vacation, the vacation period shall be between June 1 and September 30, but may be at other periods of the year if mutually agreed to by an employee and the Employer. All vacations shall be taken on normal working days, that is, days other than recognized holidays, and in no case will an employee be permitted to waive a vacation for wages or any other consideration. The third, fourth and/or fifth week of vacation shall be taken at such time as is mutually agreed upon by the employee and the Employer.

11.5 Vacation pay shall be paid at the time a vacation is taken. Such pay shall be based upon the wage rate in effect on the date a vacation is begun.

ARTICLE 12 WELFARE FUND

12.1 The Employer shall pay into the Chicago District Council of Carpenters Welfare Fund an amount per hour for each of the first 175 hours worked for the Employer during

*Any employee that was eligible to receive a five-week vacation allowance as of May 31, 1995 shall remain eligible to receive this allowance thereafter.

cause of illness (if not due to an overdose of alcohol), injury, accident, casualty or similar justifiable cause and a doctor's certificate or other evidence thereof satisfactory to the Employer is furnished by the employee.

10.4 If any employee is laid off within 15 calendar days before a recognized holiday or has returned from layoff with the same Employer within 15 calendar days after such holiday, such employee shall be paid for such holiday.

10.5 Recognized holidays which fall on Saturday shall be observed on the prior Friday; recognized holidays which fall on Sunday shall be observed on the following Monday.

ARTICLE 11 VACATIONS

11.1 Vacations with straight-time pay shall be granted to all employees on the following basis:

- (a) Any employee who has been, from the date of first employment, in the employ of the Employer for 90 days shall then be entitled to three days' vacation with pay, and shall thereafter be entitled to an additional day's vacation with pay for each additional month (or major portion thereof) worked for the same Employer up to a maximum of 10 days' vacation with pay in any one year regardless of length of service.
- (b) When an employee has earned seven consecutive 10-day vacation allowances with the same Employer, such employee's next vacation allowance shall be three weeks with pay.
- (c) When an employee has earned 16 consecutive 15-day vacation allowances with the same Employer, such employee's next vacation shall be four weeks with pay.

during each calendar month by all of the employees of the Employer who are covered this Agreement. The amount of this contribution may be increased at any time during the term of this Agreement: (1) pursuant to the determination(s) of the Union's Executive Board to allocate some amount of any wage/fringe benefit increase due June 1 each year to such contribution; and/or (2) by the amount of any reduction in the amount of the Employer contribution to the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program.

13.2 All payments shall be transmitted to the Chicago District Council of Carpenters Millmen Pension Fund, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of this Agreement in accordance with the rules and regulations of such Fund, which are made a part of this Agreement.

13.3 Contributions shall be paid for recognized holidays and vacation allowances earned under this Agreement. Contributions for such holidays and allowances shall be computed on the basis of an eight hour day for each day of such holidays and allowances.

13.4 An Employer may make contributions of 160 hours per month for superintendents and other management personnel for whom contributions to the Chicago District Council of Carpenters Millmen Pension Fund were heretofore made when such individuals were employed as journeymen carpenters.

ARTICLE 14

TRAINING FUND

14.1 The Employer shall pay into the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program 22¢ per hour for each of the first 175 hours worked for the Employer during each calendar month

each calendar month by all of the employees of the Employer who are covered by this Agreement as follows:

6/1/02 – 5/31/03	\$4.23
6/1/03 – 5/31/04	\$ *
6/1/04 – 5/31/05	\$ *
6/1/05 – 5/31/06	\$ *
6/1/06 – 5/31/07	\$ *

12.2 All payments shall be transmitted to Chicago District Council of Carpenters Welfare Fund, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of this Agreement in accordance with the rules and regulations of such Fund, which are made a part of this Agreement.

12.3 Contributions shall be paid for recognized holidays and vacation allowances earned under this Agreement. Contributions for such holidays and allowances shall be computed on the basis of an eight hour day for each day of such holidays and allowances.

12.4 The Employer may make contributions of 160 hours per month for superintendents and other management personnel for whom contributions to the Chicago District Council of Carpenters Welfare Fund were heretofore made when such individuals were employed as journeymen carpenters.

ARTICLE 13 PENSION FUND

13.1 The Employer shall pay into the Chicago District Council of Carpenters Millmen Pension Fund \$2.38 per hour for each of the first 175 hours worked for the Employer

*The rate of Employer contributions for this period is subject to change from a prior period based upon the recommendation(s) agreed upon by the members of the Chicago District Council of Carpenters Welfare Committee.

accordance with the rules and regulations of such Fund, which are made a part of this Agreement.

15.3 If the Industry Promotion Fund ceases to exist or remain viable during the term of this Agreement, the obligation of the Employer to contribute to such Fund shall cease.

ARTICLE 16

WOODWORKERS INDUSTRY ADVANCEMENT FUND

16.1 All Employers who are signatory to or perform work under the terms of the agreement are required to contribute to the Woodworkers Industry Advancement Fund (WAIF) at an amount equal to two cents (2¢) per hour, for each hour for the first one hundred seventy-five (175) hours worked for the Employer during each calendar month by all employees of the Employer working under this Agreement on and after June 1, 2002. The Fund's fringe benefit contribution report will be revised to incorporate the WAIF contribution requirement.

ARTICLE 17

EMPLOYER OBLIGATIONS

17.1 The payment by the Employer of the wage rates set forth in this Agreement, the contributions to the Chicago District Council of Carpenters Welfare Fund, Chicago District Council of Carpenters Council of Carpenters Apprentice & Trainee Program, and the Industry Advancement Fund shall commence with the first day of employment in the case of new hires whose most recent covered Employer made contributions to such Funds and Program. In the case of all other new employees, the contributions to such Funds and Program shall commence on the 31st day of employment.

by all of the employees of the Employer who are covered by such Agreement.

14.2 If the Employer rate of contribution is decreased at any time during the term of this Agreement, the amount of the decrease shall inure to the Chicago District Council of Carpenters Millmen Pension Fund.

14.3 All payments shall be transmitted to the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of such Agreement in accordance with the rules and regulations of such Program, which are made a part of this Agreement.

14.4 Contributions shall be paid for recognized holidays and vacation allowances earned under this Agreement. Contributions for such holidays and allowances shall be computed on the basis of an eight hour day for each day of such holidays and allowances.

14.5 The Association has requested and the Union has agreed to recommend to the Trustees of the Chicago and Northeast Illinois District Council Apprentice and Trainee Program Trust Fund ("Training Fund") that an amendment be adopted under which the Association shall be entitled to appoint one (1) trustee from the Association to the Training Fund effective as of June 1, 2002 and continuing thereafter.

ARTICLE 15

INDUSTRY PROMOTION FUND

15.1 The Employer shall contribute to an Industry Promotion Fund 1¢ per hour for each of the first 1800 hours worked for the Employer in each year of the term of this Agreement by all of the employees of the Employer who are covered by this Agreement.

15.2 All contributions shall be transmitted to Industry Promotion Fund, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of this Agreement in

of a 12-month period must employ one mill apprentice for every five such journeymen. However, an Employer who has elected to adopt and has implemented job classifications pursuant to this Agreement must employ one mill apprentice for every seven such journeymen employed on average during six months of a 12-month period.

20.2 Additional mill apprentices in excess of those required under this Agreement may be granted to any Employer upon proper application to the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program.

20.3 Any Employer who employs fewer than the number of journeymen required to employ a mill apprentice may be granted one mill apprentice upon proper application to the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program.

20.4 The Employer shall be bound by the rules and regulations promulgated by the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice & Trainee Program.

20.5 Apprentices shall be within the ages set by the Joint Apprenticeship Committee, and there shall be no discrimination in the employment of apprentices based on sex, age, color, creed, or national origin.

20.6 There shall be an Apprenticeship Committee consisting of three Employer representatives and three Union representatives, which Committee shall meet periodically by mutual agreement for the purpose of improving the Apprentice Program, particularly as it applies to the Chicago-area woodwork industry.

20.7 Except in the case of an Employer who has elected to adopt and has implemented job classifications pursuant to this Agreement, an Employer may hire "summer help" during the period from May 1 through September 30 provided the Union cannot refer a journeyman within three work days

ARTICLE 18
BEREAVEMENT PAY

18.1 In the event of the death of spouse, child, stepchild, mother or father, mother-in-law or father-in-law, brother or sister of an employee, such employee shall be granted a leave of absence of two days with pay during the period *beginning with the date of death and ending with the day of the funeral*, if such employee desires such leave. Such leave shall be granted to an employee actively at work or scheduled for work and such employee's absence otherwise would result in a loss of pay but for this paragraph.

18.2 For the purpose of this Article, pay for each day during a leave of absence shall not exceed eight hours' straight-time pay.

18.3 Any employee who is on layoff or off sick shall not be eligible for benefits under this Article.

ARTICLE 19
TOOLS

19.1 The Employer shall furnish all clamps, hand screws, work benches, miter boxes, glue pots, brushes, power tools, bits, equipment and materials necessary and customary to *perform the employee's duties*. An employee shall provide and maintain necessary and customary hand tools.

19.2 The Employer shall provide locker space for each employee.

19.3 The Employer shall provide a safe place for the storage of employee owned tools and insure such tools from loss by fire and theft in an amount not to exceed \$800.00.

ARTICLE 20
APPRENTICES AND "SUMMER HELP"

20.1 Any Employer who employs an average of five journeymen covered by this Agreement during six months

ARTICLE 23

SHOP STEWARD

23.1 Each shop or plant shall have a Union Steward appointed by the Union Business Representative for the area. If a shop or plant has more than one floor or separate buildings, the Business Representative may appoint an assistant Steward on each additional floor or separate building. However, should work be performed in another department other than that in which the Steward is working, the Steward or the Business Representative may designate temporarily another Steward.

23.2 The Shop Steward or Assistant Steward, if any, shall not be subject to discrimination for discharging the duties of a Shop Steward.

23.3 The Shop Steward or the Steward's designee who is scheduled to work shall be present during the performance of all bargaining unit work. The Shop Steward shall be the last employee to be laid off other than the foreman. Before the Shop Steward is laid off, the Business Representative of the Union shall be notified.

23.4 The duties of the Shop Steward or Assistant Steward, if any, shall be to report to the Business Representative of the Union:

- (a) Members' dues delinquencies;
- (b) Violations of this Agreement;
- (c) Employees employed 31 days or more who have not become members of the Union; and
- (d) Disputes and grievances of members.

23.5 The Shop Steward shall not have authority to:

- (a) Collect any money due the Union from any applicant for membership or from any other person;
- (b) Adjust or modify of this Agreement;

of the Employer's request and the Employer has a full complement of mill apprentices. Such "help" shall be issued a work permit by the Union, and the provisions of Article 3 of this Agreement shall not apply. Such "help" shall be paid the rate of wages for first-year mill apprentices and the Employer shall contribute to Chicago District Council of Carpenters Welfare Fund and the Chicago District Council of Carpenters Millmen Pension Fund in respect to such "help."

ARTICLE 21

INSURANCE

21.1 The Employer shall elect to be bound by the provisions of the Illinois Workers' Occupational Diseases Act and shall furnish to the Union a Certificate of Insurance covering all liability under such Act.

21.2 The Employer shall furnish a Certificate of Insurance to the Union covering liability under the provisions of the Illinois Workers' Compensation Act.

21.3 Any Employer not otherwise required to pay contributions under the Illinois Unemployment Compensation Act, regardless of the number of employees employed, shall voluntarily elect to become subject there to and liable for the payment of contributions thereunder.

ARTICLE 22

SAFETY

22.1 The Employer shall maintain a Shop Safety Committee comprising at least one employee and a representative of the Employer. Such Committee shall meet periodically to consider safety matters affecting employees.

ARTICLE 26

GRIEVANCE PROCEDURE

26.1 A grievance for the purpose of this Agreement is a complaint or claim against an Employer by an employee, employees or the Union, with respect to the meaning and/or application of a provision of this Agreement.

26.2 Any employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted. All grievances must be presented within seven (7) days from the day the event occurs which gives rise to the grievance. If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the specified time limit, it shall be considered settled on the basis of the grievance presented.

26.3 Grievances shall be taken up in the following manner:

First Step: An effort shall be made to orally adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his Union representative present and the grievance may be presented by the Union representative.

Second Step: If the grievance is not resolved within seven (7) days at the First Step and, if the grievant or Union elects to proceed with it, the grievance shall be reduced to writing by the grievant and filed with the Employer and the Union within five (5) working days after such seven (7) days, and an attempt will be made to adjust the grievance by and between an Employer representative and a Union representative. If the grievance is not resolved within seven (7) days at the Second Step and, if the Union elects to proceed with it, it may be referred to the Labor-Management Com-

- (c) Allow Union duties to interfere with duties as a working employee, except to make card checks; or
- (d) Influence hiring, termination or discipline of employees.

23.6 The Shop Steward shall have charge of the Union Label.

ARTICLE 24

BUSINESS REPRESENTATIVES

24.1 The duly authorized representative of the Union shall be permitted, after reasonable notice to the office of the Employer, to visit the plant of the Employer during working hours to interview employees but, in so doing, such representative shall not interfere with the progress of work.

ARTICLE 25

UNION LABEL

25.1 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of member of the United Brotherhood of Carpenters and Joiners of America; and that such Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. The use of such Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

mittee mentioned hereafter within seven (7) days of the date of failure to resolve the grievance in the Second Step.

Third Step: A committee an equal number of individuals equally divided between the Employer and the Union shall be established to provide for uniform conformance with the Agreement. This committee shall be called the "Labor-Management Committee." Any dispute referred to the Committee shall follow the procedure outlined hereafter:

- (a) A written complaint shall be prepared and one copy of such complaint shall be sent to the Union; one copy shall be sent to the particular Employer involved; and one copy shall be sent to the Association. The complaint shall state the issue involved and outline the position of the Union on the issue.
- (b) The Employer complained against shall answer the complaint in writing and state his position on the matter within seven (7) days. Copies of such answer will be distributed to the parties indicated above.
- (c) The meeting of the Labor-Management Committee shall be held within ten (10) working days or on a date mutually satisfactory to both parties.
- (d) The Employer, the Union, and all employees represented by it agree that the majority decision of the Labor-Management Committee on any dispute submitted to it shall be final and binding on all of such entities.
- (e) If the Committee is deadlocked, the grievance may be submitted to arbitration upon written request of the Union; provided, however, that such request is delivered within ten (10) working days after the decision of the Labor-Management Committee.
- (f) If arbitration is requested, the Union and the Employer involved shall select one arbitrator. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected from a panel of

seven (7) arbitrators (each of which must be a member of the National Academy of Arbitrators) submitted by the Federal Mediation and Conciliation Service in accordance with their procedure. Such arbitrator shall be selected from such panel by such parties alternately striking the names appearing therein until a single name remains. The party to strike the first name shall be determined by the toss of a coin.

- (g) The arbitrator shall be bound by the terms and provisions of the Agreement and shall have no authority to add to, subject from, modify or amend any provisions of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the individual Employer, the Union, and the employee or employees involved.
- (h) The arbitrator's fee and expenses shall be borne equally by the Union and the Employer involved.

26.4 In all steps of the grievance procedure, an extension of time to appeal an answer or grievance may be agreed upon in writing.

26.5 Grievances which concern the discipline or discharge of an employee shall be entered into Step Two of the foregoing grievance procedure within five (5) working days from the date that an employee receives notice of such discipline or discharge.

ARTICLE 27

BONDING

27.1 The Employer shall secure a bond to guarantee wage payments and contributions to the employee benefits funds under this Agreement with the following limitations:

- (a) Where the Employer employs one to five employees, the Employer shall be liable hereunder for a maximum of \$5,000.00.

- (b) Where the Employer employs six to 10 employees, the Employer shall be liable hereunder for a maximum of \$7,500.00.
- (c) Where the Employer employs 11 to 15 employees, the Employer shall be liable hereunder for a maximum of \$10,000.00.
- (d) Where the Employer employs in excess of 15 employees, the Employer shall be liable hereunder for a maximum of \$15,000.00.

ARTICLE 28 NO DISCRIMINATION

28.1 There shall be no discrimination engaged in by either the Employer or the Union in the employment of employees based on race, color, religion, creed, sex, national origin, or age.

28.2 Wherever in this Agreement the word "his" appears, such word shall be gender-free.

ARTICLE 29 JOINT STANDING COMMITTEE

29.1 A Joint Standing Committee consisting of six members, three of whom shall be appointed by the Union, and three of whom shall be appointed by the Woodworkers Association of Chicago, shall meet at such times and places as agreed by the parties to discuss any issues, without limitations, relating to the woodworking industry. Under no circumstances shall such Committee have the authority to negotiate or modify the terms of this Agreement.

29.2 The Joint Standing Committee shall make every reasonable attempt to meet quarterly.

ARTICLE 30
SAVINGS CLAUSE

30.1 Should any part or provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, the invalidation of such part or provision shall not invalidate the remaining portions; provided, however, upon such invalidation the parties shall immediately meet to renegotiate affected parts or provisions. The remaining parts or provisions not affected by such invalidation shall remain in full force and effect.

ARTICLE 31
CONTRACT TERM

31.1 This Agreement shall remain in full force and effect until May 31, 2007 and thereafter shall be renewed from year to year unless either party hereto shall notify the other party in writing at least ninety (90) days prior to the anniversary date of the Agreement of their desire to in any way modify this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the 1st day of October 2002

FOR

CHICAGO and NORTHEAST ILLINOIS
DISTRICT COUNCIL of CARPENTERS
(MILL-CABINET-INDUSTRIAL DIVISION)

BY: _____
Earl J. Oliver, President/Exec. Sec'y.-Treas.

BY: _____
Jeffrey Isaacson, First Vice President

FOR

WOODWORKERS ASSOCIATION OF CHICAGO

BY: _____
John P. Farrell, President

BY: _____

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between WOODWORKERS ASSOCIATION OF CHICAGO (hereafter "WAC" and CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS, (Mill-Cabinet-Industrial Division) (hereafter "Union").

WHEREAS, there is a bargaining history between the parties in respect to a bargaining unit that is described in the most recent Agreement between the parties that expired May 31, 1993;

WHEREAS, the parties in collective bargaining for a successor agreement to the expired Agreement have bargained to impasse in respect to subject matter that is related to the health and welfare of bargaining unit employees;

WHEREAS, the parties have most recently arrived at an understanding in respect to a dispute concerning health and welfare issues that affect bargaining unit employees; and

WHEREAS, the parties have determined that it is in their mutual interest that such understanding should not appear in *their successor agreement and is best memorialized in a supplemental agreement to such successor agreement.*

NOW, THEREFORE, in consideration of the mutual promises by and between the parties, it is hereby agreed that:

1. This Supplemental Agreement shall become effective on the day of execution of the successor agreement, and anything that appears in such successor agreement that conflicts, whether directly or indirectly, with any provision in this Supplemental Agreement shall be superseded by this Supplemental Agreement.

2. Upon the execution of this Supplemental Agreement, the parties shall each designate and appoint two persons to a committee, which committee shall be a permanent commit-

tee known as "Chicago District Council of Carpenters Millmen Welfare Committee" (hereafter "Committee"). The Committee shall have as its Chairperson one of the persons designated and appointed by WAC and as its Vice Chairperson one of the persons designated and appointed by the Union. The Committee shall meet periodically at such places and times as determined by the Chairperson, but such Committee shall not meet less frequently than once every three months.

3. The Committee shall be autonomous and independent of the Board of Trustees of the Chicago District Council of Carpenters Welfare Fund (hereafter "Carpenters Welfare Fund") and shall exist primarily for the purpose of designing a plan of benefits for bargaining unit employees that shall be submitted to the Board of Trustees of the Carpenters Welfare Fund for acceptance, approval, adoption and implementation by such Board of Trustees upon the expiration date of the then current successor agreement. In no event shall the cost of the plan of benefits designed by the Committee and/or any other reasonable and necessary expenses of the Committee exceed the rate of contribution for health and welfare negotiated by the parties in their then negotiations for a successor agreement.

4. The plan of benefits designed by the Committee and submitted to the Board of Trustees of the Carpenters Welfare Fund shall be accepted, approved, and adopted and implemented by such Board of Trustees in the interest of bargaining unit employees and such other participants, if any, who may be affected thereby.

5. In the performance of their duties and responsibilities as members of the Committee under this Supplemental Agreement, it is contemplated that the Committee may from time to time require the professional assistance of the Administrator of the Carpenters Welfare Fund and/or that of one or more of the then consultants of the Carpenters Wel-

fare Fund: In that event, the expense of such assistance, if any, shall be paid by the Carpenters Welfare Fund.

6. In the event that the members of the committee become deadlocked in respect to any issue(s) properly before the Committee, such issue(s) shall be resolved by reference to the grievance procedure in the then current collective bargaining agreement between the parties. In the event there is then no collective bargaining agreement in effect, the parties shall refer such issue(s) to the grievance procedure in their then most recent collective bargaining agreement. All issues in dispute will be resolved by the procedure in the Third Step set forth in Article 25 of the current collective bargaining agreement insofar as such procedures are applicable.

7. This Supplemental Agreement must be approved by resolution of the Board of Trustees of the Carpenters Welfare Fund.

8. Agreements reached by the Committee may be made applicable to participants apart from bargaining unit employees. In that event, the recommendations of the Committee may include additional participants as well as such employees.