

**A G R E E M E N T**

**between**

**GLOBAL EXPERIENCE SPECIALISTS  
(G E S)**

**and**

**CHICAGO REGIONAL COUNCIL  
OF CARPENTERS**

**(INDUSTRIAL DIVISION)**

**For the Period**

**June 1, 2013 through May 31, 2018**

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## **AGREEMENT**

**THIS AGREEMENT**, effective as of the 1st day of June 2013, by and between **GLOBAL EXPERIENCE SPECIALISTS (G E S)** (hereinafter referred to as "Company" and/or "Employer") and the **CHICAGO REGIONAL COUNCIL of CARPENTERS, (INDUSTRIAL DIVISION)** (hereinafter referred to as "Union") shall be in full force and effect through May 31<sup>st</sup>, 2018.

### **ARTICLE 1 RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees now or hereafter employed in the bargaining unit, for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment.

### **BARGAINING UNIT**

1.2 The bargaining unit shall consist of all employees (Foremen, Journeymen, and Apprentices) engaged in the production, fabrication, refurbishing, and touch-up of custom, rental, system and portable exhibits and displays; including, but not limited to, exhibit panels, counters, kiosks, light boxes; in general, any exhibit or exhibit system, refurbishing, open and check (of crate contents), using any of the following: lumber, plywood, fiberboard, plastic, laminates, glass, carpet, fabric, cardboard, aluminum, steel and other metals; all operators of all stationary power, power hand and hand tools needed to build, fabricate and rehab the above.

1.3 The employer may continue to utilize up to six (6) non-bargaining unit workers, including day laborers and/or leased employees to perform uncrating, cleaning, checking and replacing of GEM locks and restocking of product used in the Carpentry department.

### **ARTICLE 2 MANAGEMENT RIGHTS**

2.1 The management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine and control plant operations, hire, suspend, discipline or discharge for proper cause, layoff, transfer, to promote efficiency and all rights customarily exercised by an employer, except as may be specifically limited by this Agreement, are vested exclusively in the Company.

### **ARTICLE 3 UNION SHOP**

3.1 All employees shall be obligated to become members of the Union after the thirtieth (30<sup>th</sup>) day, but not later than the thirty-first (31<sup>st</sup>) 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 and assessments as a condition of continued employment.

3.3 Any employee who fails to become a member of the Union or fails to maintain membership in good standing by remaining current in the payment of dues and assessments in accordance with the provision 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 a working dues from the wages due to its employees who have signed and provided to the Employer a valid and written Dues Check-off authorization form and remit deductions to the Chicago Regional Council of Carpenters, 12 East Erie, Chicago, Illinois 60611. The deduction of the working dues from the wages of an employee shall commence with the first (1<sup>st</sup>) pay period after the employee provides the Employer with a written Dues Check-Off authorization form.

All deductions shall be remitted to the First Vice President of the Chicago Regional Council of Carpenters by the fifteenth (15<sup>th</sup>) day of the month following the month when such deductions were made, along with a completed Dues Check-off report listing the employees on whose behalf deductions were made and the amount of such deductions for each employee.

4.2 The Employer shall deduct initiation fees and Local dues from the wages due to those employees who have authorized the Employer in writing to do so and remit such deductions to Local Union 1027. Such deductions of initiation fees and Local dues is to be made beginning the first (1<sup>st</sup>) pay period after the employee(s) provide a written authorization for such deductions to the Employer

All deductions shall be remitted to the Financial Secretary of the Local 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 Local Union to the employer. The Financial Secretary of the Local Union shall issue a receipt to the Employer upon receiving such monies.

4.3 The Union shall indemnify and hold an 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 restriction 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 Employees required lodge overnight shall be provided, as a minimum, the IRS approved lodging and meal per diem as outlined in IRS Publication 1542 as revised 12/29/97 and as subsequently revised in the future. (<http://www.irs.ustreas.gov>)

5.6 During the life of this Agreement, the Employer shall not lock-out nor shall the Union or any other employee(s) strike, slow down, or participate in any work stoppage as a result of any dispute arising under this Agreement. There shall be no strikes, lockouts, or stoppage of work for any causes not covered by this Agreement. The parties will, by lawful means, comply with this Agreement.

**ARTICLE 6  
WAGES**

6.1 Wages

	(GES)	(Former Roselle Employees)
June 1 <sup>st</sup> , 2013	\$ 26.05	\$29.01
June 1 <sup>st</sup> , 2014	\$ 2.00	per hour increase *
June 1 <sup>st</sup> , 2015	\$ 2.10	per hour increase *
June 1 <sup>st</sup> , 2016	\$ 2.25	per hour increase *
June 1 <sup>st</sup> , 2017	3% increase based on GES total package	

Foremen...The rate of wages for Foremen shall be twenty percent (20%) above the base wage rate of journeymen.

\*The rate of wage shown for this period may be reduced to the extent of any increase in the Employer's contribution to Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Construction Pension Fund and/or the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund. Each such increase to be allocated between wages and fringe benefit contributions at the discretion of the Executive Board of the Union. Notice in writing of the allocations should be given to the Employer by the Union.

Within fourteen (14) days after the Union ratifies the Agreement, the Employer shall provide retroactive wages and benefit contributions from June 1<sup>st</sup>, 2013.

The parties share a mutual goal of achieving parity of both wages and benefits among the Roselle and Cicero employees. In an effort to achieve this goal, the Union agrees to maximize benefit allocations for the Roselle employees and reduce benefit allocations to the Cicero employees during the term of this agreement.

In addition, the parties agree that during the term of the successor agreement, all employees shall participate in the carpenters outside Pension Plan. In order to accomplish this, the Union shall reallocate all or a portion of the contributions then being paid into the Roselle employees' Supplemental Retirement Fund to the employees' outside Pension Fund.

6.2 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 journeymen employees: 1st year – fifty percent (50%); 2nd year – sixty-five percent (65%); 3rd year – seventy-five percent (75%); and 4th year – eighty-five percent (85%). Following application of these percentages to the rate of wages for journeymen employees, the rate of wages for apprentices covered by this Agreement shall be as follows:

	1st Year	2nd Year	3rd Year	4th Year
6/1/13 through 5/31/14	\$13.03	\$ 16.93	\$ 19.54	\$ 22.14
6/1/14 through 5/31/15	*	*	*	*
6/1/15 through 5/31/16	*	*	*	*
6/1/16 through 5/31/17	*	*	*	*
6/1/17 through 5/31/18	*	*	*	*

6.3 The rate of wages for all work performed outside the plant (including the time from when an employee leaves 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 Regional Council of Carpenters and, in addition thereto, each Employer shall pay into each of the employee fringe benefit funds shown hereafter the prevailing fringe benefit contribution amount per hour for all hours worked including vacation time during each calendar month by all employees of such Employer for all such work performed.

	6/1/13 To 5/31/14	6/1/14 to 5/31/15	6/1/15 to 5/31/16	6/1/16 to 5/31/17	6/1/17 to 5/31/18
Chicago Regional Council of Carpenters Welfare Fund	\$ 13.29	*	*	*	*
Chicago Regional Council of Carpenters Pension Fund	\$ 12.15	*	*	*	*
Chicago Regional Council of Carpenters Apprentice & Training Program	\$ 0.63	*	*	*	*

\* If the rate of contribution during this period is increased the Executive board of the Union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Chicago Regional Council of Carpenters Pension Fund and/or the Chicago Regional Council of Carpenters Apprentice and Trainee Program.

6.4 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.

6.5 Time and one-half (1 ½) shall be paid: 1) for all overtime Monday through Friday up to two (2) hours; 2) for work on Saturday up to eight (8) hours; and 3) for work on the following recognized

holidays: Good Friday, day after Thanksgiving Day, day before Christmas Day, day before New Year's Day.

6.6 Double (2) time shall be paid: 1) for all work done in excess of ten (10) hours in a single workday, Monday through Friday; 2) for work on Saturday in excess of eight (8) hours; 3) for work on Sunday; 4) for work on Monday morning before the company's normal start time; 5) for work in excess of eight (8) hours on recognized time and one half (1 ½) holidays; 6) for work on the following recognized holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

6.7 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.

6.8 The Employer shall make every reasonable effort to notify the employees of overtime for the following day by quitting time the day prior. For weekend overtime the Employer shall notify employees by quitting time Thursday.

6.9 When work is carried on in more than one (1) shift, the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts shall receive eight (8) hours' pay for (7) 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. The workweek / payweek shall be Monday through Sunday with payday on Friday of the following week. Employees may authorize their employer to have their paychecks direct deposited. 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 five (5) 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 an employee voluntarily terminates employment, such employee will be paid in full, including all earned vacation pay, no later than the next regular payday.

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 (5) 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 workday shall consist of eight (8) hours, 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. ( Work outside the normal hours as stated herein shall be payable at the overtime rate per Article 6 (6.5 - 6.8).

7.2 When the Employer changes a work schedule to less than eight (8) hours, such Employer shall give notice thereof to affected employees by quitting time of the prior workday otherwise, such employees shall be paid for eight (8) 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 (8) hours pay for that day.

7.4 An employee who is unable to complete a scheduled workday 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 said 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 seventy-five percent (75%) of the normal staffing level of its Carpenter employees 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 All employees shall be given a paid fifteen (15) minute break as near as practicable midway through the first (1<sup>st</sup>) half (1/2) of their shift and a paid fifteen (15) minute break fifteen (15) minutes prior to the end of their scheduled shift prior to starting overtime if applicable. A paid fifteen (15)-minute break at the end of every two (2) hours during overtime, premium time, Saturday or Sunday hours. All employees shall be provided a five (5) minute wash-up time prior to the beginning of their lunch break.

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

## ARTICLE 8 COST-OF-LIVING ALLOWANCE

8.1 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 Training 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.

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

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

8.4 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 Index for any month on the basis of which the allowance has been determined.

8.5 In the event that the Consumer Price Index in its present form is revised by the Bureau of Labor Statistics or discontinued, the parties shall attempt to adjust this Article to such revision or discontinuation.

8.6 There shall be established a Joint COLA Committee of four members, two of whom shall be appointed by the Union and two (2) of whom shall be appointed by the Company. The members of the Committee shall meet at least two (2) 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 24, paragraph 24.2(f), (g), and (h) of this Agreement.

## ARTICLE 9 HOLIDAYS

9.1 Regular shop employees shall be paid eight (8) 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

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

9.3 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 because 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.

9.4 If a regular shop employee is laid off within seven (7) calendar days before a recognized holiday or has returned from layoff with the same Employer within seven (7) calendar days after such holiday, such employee shall be paid for such holiday.

9.5 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 10 VACATION**

Employees shall be granted vacation on the following basis:

### **10.1 Rules for Eligibility**

- (a) Vacations shall be earned during the calendar year-January 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) A qualifying month shall be a calendar month in which an employee works, or is paid a contractual day, a minimum of eleven (11) worked days that month.
- (c) Vacations may be requested and taken once the employee works the proper qualifying days for that month to be considered a qualifying month. \*Except for new employees-see sub-section-F.
- (d) All earned vacations must be taken by December 31<sup>st</sup> of the calendar year in which they are earned.
- (e) All vacation requests must be approved by management and shall not be denied providing the vacation absence does not create an undue hardship on the Employer or their cycle of business.
- (f) \* A new employee shall not be eligible to take earned vacation until they have completed three (3) months of employment with the employer from their date of hire.

### **10.2 Vacation Entitlement**

- (A) A full entitlement year (FEY) is a year in which an employee earns their full allowance of vacation as follows:
  - i. For FEYs one (1) through seven (7) an employee earns one (1) day per qualifying month up to ten (10) days of vacation during that year.
  - ii. For FEYs eight (8) through twenty-two (22) an employee earns one and one half (1 ½) days per qualifying month up to fifteen (15) days of vacation during that year.

- iii. For FEYs twenty-three (23) through twenty-six (26) an employee earns two (2) days per qualifying month up to twenty (20) days of vacation during that year.
- iv. For FEYs twenty-seven (27) and above an employee earns two and one half (2 ½ ) days per qualifying month up to twenty-five (25) days of vacation during that year.

(B) FEYs are cumulative and do not need to be consecutive. For example, it is possible that an employee could work for the employer a total of ten (10) years from their date of employment but have only attained six (6) FEYs.

(C) A year in which an employee earns partial entitlement shall not count towards the progression outlined above.

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

10.4 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 fourteen (14) days after recall to work or is on layoff for more than one year.

10.5 Except for a third (3<sup>rd</sup>), fourth (4<sup>th</sup>), or fifth (5<sup>th</sup>) 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 (3<sup>rd</sup>), fourth (4<sup>th</sup>) and/or fifth (5<sup>th</sup>) week of vacation shall be taken at such time as is mutually agreed upon by the employee and the Employer.

10.6 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.

10.7 In the event that any employee receives paid vacation time and subsequently leaves his employment before such vacation time has been earned, the employee shall reimburse the company for the amount of wages paid for the unearned vacation time. The reimbursement is limited to the amount of wages paid for unearned vacation time taken and does not require the reimbursement for fringe benefit contributions paid by the company

## **ARTICLE 11 HEALTH AND WELFARE FUND**

11.1 Each employer shall pay into the Chicago Regional Council of Carpenters Welfare Fund an amount per hour for hours worked for the Employer during each calendar month by all of the employees of such Employer who are covered by this Agreement as follows:

Effective June 1 <sup>st</sup> , 2013 .....	\$10.45 (175 hour cap)
Effective June 1 <sup>st</sup> , 2014.....	\$ * (175 hour cap)
Effective June 1 <sup>st</sup> , 2015.....	\$ * (185 hour cap)
Effective June 1 <sup>st</sup> , 2016.....	\$ * (185 hour cap)
Effective June 1 <sup>st</sup> , 2017.....	\$ * (May 31 <sup>st</sup> , 2017, cap removed)

\*The rate of contributions during this period is increased, the Executive Board of the Union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Chicago Regional Council of Carpenters Welfare Fund.

11.2 All payments shall be transmitted to Chicago Regional Council of Carpenters Welfare Fund, 12 East Erie Street, Chicago, IL 60611 for each month by the fifteenth (15<sup>th</sup>) day of the following month in accordance with the Agreement and Declaration of Trust ("Trust Agreement") and all future Amendments thereto, establishing the Chicago Regional Council of Carpenters Health and Welfare Fund, such Trust Agreement being incorporated and made part of this Agreement.

11.3 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 (8)-hour day for each day of such holidays and allowances.

11.4 An Employer may make contributions of one hundred and sixty (160) hours per month for superintendents and other management personnel for whom contributions to the Chicago Regional Council of Carpenters Welfare Fund were heretofore made when such individuals were employed as journeymen carpenters.

11.5 The collection of amounts due under this Article shall not be subject to the Grievance Procedure in Article 24.

**ARTICLE 12-A  
PENSION FUND  
(GES Employees)**

12A.1 Each Employer shall pay into the Chicago Regional Council of Carpenters Pension Fund and the Supplement Retirement Fund (hereinafter referred to as "Pension Fund"): for each of the first one hundred and seventy-five (175) hours worked for Employer during each calendar month by all of those of his Employees who are covered by this Agreement. The contribution caps identified in this Article shall ramp up from one hundred and seventy-five (175) hours in year one (1) and two (2), to one hundred and eighty-five (185) hours in year three and four and shall be eliminated completely as of May 31<sup>st</sup>, 2017.

Effective June 1 <sup>st</sup> , 2013 .....	\$ 12.15
Effective June 1 <sup>st</sup> , 2014 .....	\$ *

Effective June 1 <sup>st</sup> , 2015 .....	\$ *
Effective June 1 <sup>st</sup> , 2016.....	\$ *
Effective June 1 <sup>st</sup> , 2017.....	\$ *

\* Effective June 1<sup>st</sup> of each contract year the increase in the wage and fringe benefit package shall be allocated between wages and fringe benefits at the discretion of the Executive Board of the Union. Notice in writing of such allocation shall be given to the Employer by the Union prior to June 1 of each contract year.

12A.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Pension Fund and by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as it may be amended from time to time, and agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

12A.3 The said Pension Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union, pursuant to the Agreement and Declaration of Trust heretofore signed by the Employers and the Union and now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present or future amendments thereto are made a part of this Agreement as if set forth herein at length.

12A.4 The Employer shall furnish the Trustees with information such as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Pension Fund.

12A.5 The Employer representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all Employers in the administration of the Pension Fund.

12A.6 The Employer may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Pension Fund were heretofore made where such individuals were employed as journeymen Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.

12A.7 Failure of any Employer after reasonable written notice by the Administrative Fund Office so to do, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago Regional Council of Carpenters Pension Fund, shall be considered a violation of the terms and conditions of the Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such Employer.

**12A.8** In the event than an Employer becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the Employer shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

**12A.9** The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month. Each such Employer shall execute a Participation Agreement with the Trustees of the Chicago Regional Council of Carpenters Pension Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.

**12A.10** The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided that Employer shall not be required to pay contributions to the Chicago Regional Council of Carpenters Pension Fund for hours worked outside the geographical jurisdiction of the Union if Employer is required to pay contributions to another multi-employer pension benefit fund based on such hours.

**12A.11** The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article 24.

**ARTICLE 12-B  
MILLMEN PENSION FUND  
(Former Roselle Employees)**

**12B.1** The Employer shall pay into the Chicago Regional Council of Carpenters Millmen Pension Fund \$4.52 per hour for each of the first one hundred and seventy-five (175) hours worked for the Employer during each calendar month by all of the employees of the Employer who are covered in 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<sup>st</sup> each year to such contribution; and/or (2) by the amount of any reduction in the amount of the Employer contribution to the Chicago Regional Council of Carpenters Apprentice & Trainee Program.

**12B.2** All payments shall be transmitted to the Chicago Regional Council of Carpenters Millmen Pension Fund, 12 East Erie, 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.

**12B.3** Contributions shall be paid for recognized holidays and vacation allowances earned under the 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.

**12B.4** An Employer may make contributions of one hundred and seventy-five (175) hours per month for superintendents and other management personnel for whom contributions to the Chicago Regional Council of Carpenters Millmen Pension Fund were heretofore made when such individuals were employed as journeymen carpenters.

**12B.5** The contribution caps identified in this Article shall ramp up from one hundred and seventy-five (175) hours in year one (1) and two (2), to one hundred and eighty-five (185) hours in year three (3) and four (4) and shall be eliminated completely as of May 31<sup>st</sup>, 2017.

### **ARTICLE 13 TRAINING FUND**

**13.1** Each Employer shall pay into the Chicago Regional Council of Carpenters Apprentice and Trainee Program \$0.24 per hour for each of the first one hundred and seventy-five (175) hours worked for the Employer during each calendar month by all of the employees of such Employer who are covered by such Agreement. The contribution caps identified in this Article shall ramp up from one hundred and seventy-five (175) hours in year one (1) and two (2), to one hundred and eighty-five (185) hours in year three (3) and four (4) and shall be eliminated completely as of May 31<sup>st</sup>, 2017.

**13.2** If the rate of contribution during this period is increased, the Executive Board of the union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund.

**13.3** All payments shall be transmitted to the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund at 12 East Erie Street, Chicago, IL 60611, for each month by the fifteenth (15<sup>th</sup>) day of the following month in accordance with the Agreement and Declaration of Trust ("Trust Agreement") and all future Amendments thereto, establishing the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund, such Trust Agreement being incorporated and made part of this Agreement.

**13.4** 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 (8)-hour day for each day of such holidays and allowances.

**13.5** The collection of amounts due under this Article shall not be subject to the Grievance Procedure in Article 24.

### **ARTICLE 14 INDUSTRY PROMOTION FUND**

**14.1** Each Employer shall contribute to an Industry Promotion Fund \$0.03 cent per hour for each of the first one thousand eight hundred (1,800) hours worked for the Employer in each year of the term of this Agreement by all of the employees of such Employer who are covered by this Agreement.

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

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

#### **ARTICLE 15 EMPLOYER OBLIGATIONS**

15.1 The payment by the Employer of the wage rates set forth in this Agreement, the contributions to the Chicago Regional Council of Carpenters Welfare Fund, Chicago Regional Council of Carpenters Pension Fund, Chicago Regional Council of Carpenters Millmen Pension Fund, Chicago Regional Council of Carpenters Council of Carpenters Apprentice and Trainee Program, and the Industry Advancement Fund shall commence with the first (1<sup>st</sup>) 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 thirty-first (31<sup>st</sup>) day of employment.

#### **ARTICLE 16 BEREAVEMENT PAY**

16.1 In the event of the death of spouse, child, step-child, 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.

16.2 For the purpose of this Article, pay for each day during a leave of absence shall not exceed eight (8) hours' straight-time pay.

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

#### **ARTICLE 17 TOOLS**

17.1 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.

17.2 The Employer shall provide locker space for each employee.

17.3 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 18  
APPRENTICES AND "SUMMER HELP"**

**18.1** Any Employer who employs an average of five journeymen covered by this Agreement during six (6) months of a twelve (12)-month period must employ one (1) mill apprentice for every five (5) such journeymen. However, an Employer who has elected to adopt and has implemented job classifications pursuant to this Agreement must employ one (1) mill apprentice for every seven (7) such journeymen employed on average during six (6) months of a twelve (12) -month period.

**18.2** 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 Regional Council of Carpenters Apprentice and Trainee Program.

**18.3** Any Employer who employs fewer than the number of journeymen required to employ a mill apprentice may be granted one (1) mill apprentice upon proper application to the Trustees of the Chicago Regional Council of Carpenters Apprentice and Trainee Program.

**18.4** The Employer shall be bound by the rules and regulations promulgated by the Trustees of the Chicago Regional Council of Carpenters Apprentice and Trainee Program.

**18.5** 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.

**18.6** There shall be an Apprenticeship Committee consisting of three (3) Employer representatives and three (3) 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 Exhibit & Display industry.

**18.7** An Employer may hire "summer help" during the period from May 1<sup>st</sup> through September 30<sup>th</sup>, provided the Union cannot refer a journeyman within three (3) work days 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 (1<sup>st</sup>)-year mill apprentices and the Employer shall contribute to Chicago Regional Council of Carpenters Welfare Fund and Chicago Regional Council of Carpenters Construction Pension Fund in respect to such "help."

**ARTICLE 19  
INSURANCE**

**19.1** The Employer shall 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.

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

19.3 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 to and liable for payment of contributions thereunder.

## ARTICLE 20 SAFETY

20.1 The Employer shall maintain a Shop Safety Committee comprising at least one (1) employee and a representative of the Employer. Such Committee shall meet periodically to consider safety matters affecting employees.

## ARTICLE 21 SHOP STEWARD

21.1 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 (1) floor or separate buildings, the business representative may appoint an assistant Steward on each additional floor or separate buildings. No Steward or Assistant Steward, if any, shall be subject to discrimination for discharging the duties of a Shop Steward.

21.2 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 first be notified.

21.3 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 thirty-one (31) days or more who have not become members of the Union; and
- (d) Disputes and grievances of members.

21.4 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 violations of this Agreement;
- (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.

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

## ARTICLE 22 BUSINESS REPRESENTATIVES

22.1 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 23 UNION LABEL

23.1 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.

## ARTICLE 24 GRIEVANCE PROCEDURE

24.1 **Definition: Grievance-** an alleged breach or violation of this Agreement or a dispute out of the interpretation or application of a provision of this Agreement.

24.2 **Step 1** Should there be any disputes or complaints involving the Company and the Union or any Employee or Employees, the matter shall be promptly taken up for adjustment by and between the duly authorized representatives of the Company, the Union Steward and the Employee or Employees involved. The parties hereto agree to cooperate to the maximum degree so that all conflicts may be mutually settled in accordance with the spirit of this agreement. An employee must file within ten (10) working days from the time he became aware of the incident leading to the grievance, otherwise the issue will be considered untimely.

**Step 2** If the preceding step fails to resolve the grievance , it shall then be put to writing within seven (7) days of the Step 1 meeting. A meeting shall be arranged within ten (10) days with a Company representative, the aggrieved Employee(s), the Union Steward, and a Union Representative. A decision shall be rendered, in writing, at this step within seven (7) working days.

**Step 3** In the event the two (2) previous steps fail to settle the grievance and the Union desires to submit the grievance to arbitration. The Union will notify the Company in writing within fifteen (15) days of receipt of the Company's answer to the second (2<sup>nd</sup>) step meeting. In such event, the parties shall, within fifteen (15) days, join in a request to the Director of Federal Mediation and

Conciliation Service, to submit the names of five (5) Arbitrators. The Union and Company shall alternately strike a name from the list ( the first strike shall be determined by lot) until the name of one (1) individual remains. The remaining individual shall be the sole Arbitrator of the question involved. The Arbitrator shall be notified jointly by the parties that they have been selected as Arbitrator in the matter. The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be borne equally by the Union and the Company.

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

24.4 Grievances which concern the discipline or discharge of an employee shall be entered into the Step 2 of the foregoing grievance procedure within five (5) working days from the date the employee receives notice of such discipline or discharge.

## **ARTICLE 25 BONDING**

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

Wage and Fringe Bond:	1-5 employees	\$10,000.00
	6-10 employees	15,000.00
	11-15 employees	20,000.00
	15+ employees	50,000.00

The Union may withdraw bargaining unit employees from Employers who fail to maintain the bond required by this Article.

This Article shall not be subject to the grievance process as described in Article 24.

## **ARTICLE 26 NO DISCRIMINATION**

26.1 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 or any other basis prohibited by law.

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

**ARTICLE 27**  
**SUBSTANCE ABUSE AND RECOVERY PROGRAM**

**27.1** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

**27.2 Definitions.**

- a. **Company Premises** – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. **Prohibited Items & Substances** – Prohibited substances include illegal drugs including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- c. **Employee** – Individuals who perform work for the Employer, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** – Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, contributed as a direct or indirect cause.
- e. **Incident** – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f. **Reasonable Cause** – Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- g. **Random Testing** - Testing of the members of this bargaining unit on a random basis up to ten percent (10%) of the employees once during any calendar month.

**27.3 Confidentiality**

- a. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for an employee during the employee’s recovery period. If an employee volunteers for help, the company will make every reasonable effort to return the employee to work upon the employee’s recovery. The company will also take action to assure that the illness is handled in a confidential manner.

- b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- h. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- d. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### **27.4 Rules-Disciplinary Actions-Grievance Procedures**

- a. **Rules** – All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
  - 1) Use, possess, dispense or receive prohibited substances on or at the job site; or
  - 2) Report to work with any measurable amount of prohibited substances in their system.
- b. **Discipline** – When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. In no event shall the results of the test be communicated to the Union more than seven (7) days from the date the test is administered. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
  - 1) Applicants testing positive for drug use will not be hired.
  - 2) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
  - 3) Employees who refuse to cooperate with testing procedures will be terminated.
  - 4) Employees found in possession of drugs or drug paraphernalia will be terminated.
  - 5) Employees found selling or distributing drugs will be terminated.
  - 6) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
  - 7) An Employee who gives reason to believe that he/she may have adulterated or substituted a sample, if discovered during the collection, before the Employee has left the collection site, will be required to provide an additional specimen under the direct observation of a

same gender collection agent. Any attempt by an Employee to adulterate or substitute a specimen will result in termination.

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

#### **27.5 Drug/Alcohol Testing**

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. Testing may be required under the following conditions:

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

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

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

The company will bear the costs of all testing procedures.

## **27.6 Random Drug Testing Policy and Procedure**

The Random Drug Testing Policy and Procedure is as follows:

### **1) Employees Subject to Testing**

The parties agree to the establishment of a random testing program that shall include all current company employees and future company employees.

### **2) Random Rate**

Random testing may be conducted as follows:

- a) Once per calendar month, the employer may randomly test up to ten percent (10%) of the bargaining unit members working for the company.
- b) The employer shall maintain sufficient records of testing to allow the Union to determine whether the provisions of this Article are in compliance.

### **3) Selection Period**

- a) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.
- b) Each individual company shall submit a current employee list for each selection period to a Third Party Administrator that will computer-generate a list of randomly-selected employees.
- c) Each individual company shall designate the specific day and time within the selection period the sample is to be collected for each employee selected. To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and Holidays when feasible. In no event shall an employee be required to submit a testing when the employee is not physically present on the jobsite or employer office and engaged in bargaining unit work for the company. Moreover, in order to be tested, the employee must be scheduled to perform bargaining unit work on a jobsite on the date the testing is to occur.

## **Testing Procedures**

- d) The cost of all tests, specimen collection and random selection shall be borne by each individual company. The company shall pay the employee for all time spent complying with this Random Drug Testing Policy including travel to and from the collection location and time spent for testing. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get

to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The employer shall be responsible for transporting any employee who does not have an individual means of transportation.

- e) The individual company may elect to have the employee finish his work day at the collection location. Overtime provisions of the Agreement shall apply.
- f) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the jobsite or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the company.

#### 4) Testing

- a) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services – Substance Abuse and Mental Health Service Administration (SAMHSA).
- b) Specimen samples shall be collected at the third party administrator collection location or at the jobsite by a Third Party Administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- c) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- d) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- e) Urine and/or oral fluids may be tested.
- f) Testing for alcohol shall be at the option of the company. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- g) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- h) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- i) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard where applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.
- j) All confirmed positive test results shall be reviewed, verified, and reported to each company by a Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from a breathalyzer.

#### 5) Test Results

- a) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.

- b) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.
  - c) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the company's discretion. The second test result shall be considered the test of record and the first result disregarded.
  - d) Test results that indicate misuse of prescription drugs shall be treated as a positive test result.
  - e) A refusal to provide a sample shall be treated as a positive test result.
  - f) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with the Agreement.
  - g) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e., 45 ml of urine), the following procedures shall be followed:
    - i) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result;
    - ii) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three hours to produce an adequate urine specimen, and when that three hour period begins and ends.
    - iii) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.
    - iv) If the employee is unable to provide an adequate urine specimen after the conclusion of the three hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The company, at its option, can require testing by an alternate method, including blood or oral fluids.
  - h) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the company's option.
- 6) **Indemnification and Hold Harmless**  
The employer shall release, indemnify and hold the Union, including its officers and agents, completely harmless from any claims and allegations of loss, damage, and injury resulting from the implementation of random testing which is not specifically authorized by the terms of this Article.

**7) Policy of Non-Discrimination and Non-Harassment**

The employer is strictly prohibited from using this random testing procedure to either harass or discriminate against any person for any reason.

**Rehabilitation and Employee Assistance Program**

- a. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the employee to enroll in the Member Assistance Program (MAP) for that treatment, and will also counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.
- b. If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.
- c. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

**ARTICLE 28  
SAVINGS CLAUSE**

**28.1** 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. Nothing contained within this article shall be construed to limit or modify any time limit or other requirement as set forth by applicable statute.

**ARTICLE 29  
CONTRACT TERM**

29.1 This Agreement shall remain in full force and effect until May 31<sup>st</sup>, 2018 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 8<sup>th</sup> day of NOVEMBER, 2013.

**For the Union:**

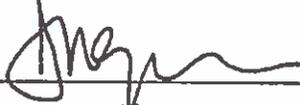
**For the Company:**

**CHICAGO REGIONAL COUNCIL  
OF CARPENTERS**

**Global Experience Specialists (G E S)**

By: 

Frank T. Libby                      President  
Executive Secretary-Treasurer

By: 

DAMIAN MORGAN  
Chief Operating Officer

By: 

Jeffrey Isaacson              First Vice President

By: \_\_\_\_\_