

WESTERN KENTUCKY/TENN. ZONE 4 MILLWRIGHT

GEOGRAPHIC AREA: BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD, TRIGG COUNTIES IN KENTUCKY; LAKE, OBION AND WEAKLEY COUNTIES IN TENNESSEE AND THE PART OF MONTGOMERY AND STEWART COUNTIES IN TENNESSEE WHICH FORM FORT CAMPBELL.

CONTRACTORS ASSOCIATION:

LOCAL CONTRACT EXPIRES: MAY 31, 2013

THE FOLLOWING WAGE AND BENEFIT SCHEDULE SHALL REMAIN IN EFFECT UNTIL MAY 31, 2011

HOURLY WAGES ON CHECK

JOURNEYMAN:	\$23.61	FIRST YEAR APPRENTICE:	60%- 65%
FOREMAN:	\$25.36	SECOND YEAR APPRENTICE:	70%- 75%
GEN. FOREMAN	\$26.11	THIRD YEAR APPRENTICE:	80%- 85%
		FOURTH YEAR APPRENTICE:	90%- 95%

PAYCHECK DEDUCTIONS

DUES CHECK OFF:	4 1/2 %
VACATION:	\$1.00 (EMPLOYEE OPTIONAL)
MARKET RECOVERY:	\$0.15
COPE FUND:	\$0.03 (EMPLOYEE OPTIONAL)

COMPANY PAID FRINGE BENEFITS

HEALTH & WELFARE:	\$5.71	BOLT:	\$0.08
PENSION:	\$5.47	UBC TRAINING FUND:	\$0.10
ANNUITY:	\$4.10	PACAF:	\$0.05
APPRENTICESHIP:	\$0.40	INT MW PROMO FUND:	\$0.05

TOTAL FRINGE BENEFIT PACKAGE IS \$15.96

FOR FUTHER INFORMATION OR A COPY OF THE FULL WORKING AGREEMENT FOR THIS AREA, PLEASE CONTACT:

MILLWRIGHT LOCAL 1080
3117 ALVEY PARK DR.
OWENSBORO, KY 42303
PHONE: 270-683-0101
FAX: 270-683-0076



INDIANA/KENTUCKY REGIONAL COUNCIL OF
CARPENTERS and MILLWRIGHTS

WESTERN KENTUCKY
MILLWRIGHT AGREEMENT

And

WEST KENTUCKY CONSTRUCTION
EMPLOYERS ASSOCIATION, INC.

June 1, 2010 to May 31, 2013

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MILLWRIGHT CONTRACT SCOPE OF AGREEMENT

This BUILDING CONTRACT entered into between the WEST KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION, INC., as bargaining representative for those of its members who are signatory hereto, and other contractors signatory hereto, which signatory members and other contractors hereinafter are referred to as the EMPLOYER, and the Indiana/Kentucky Regional Council of Carpenters, hereinafter referred to as the UNION.

It is understood that the West Kentucky Construction Employers Association, Inc., is acting merely as Agent in negotiations in this Contract and that it is Agent only for those Contractors who designated the West Kentucky Construction Employers Association, Inc., as their bargaining agent (list attached) and none other who accept and sign this Contract or a facsimile thereof and in no event shall it bind as principle or be held in any manner for breach of this Contract by any of the Contractors signatory hereto. It is for breach of this Contract by any of the Contractors signatory hereto. It is further agreed and understood that the liability of the Contractors signing this contract shall be several and not joint.

PREAMBLE

This Contract entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and the Employees in this trade, to prevent waste and unnecessary and avoidable delays and expense, to promote efficiency and for the purpose of at all times securing for the Employer continuous employment, each employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon, that stable conditions may prevail in the building construction industry, that building costs may be as low as possible, consistent with fair wages and conditions and further to establish the necessary procedure by which those ends may be accomplished.

We, the undersigned parties, being vested with the proper authority, each in consideration of the covenants and agreements of the other herein contained, hereby agree to the following terms covering wages and working conditions on Employees covered by the terms of this Agreement.

Direction of the working force and the right to hire, suspend, transfer, lay off, promote, demote or relieve the Employees of their duties shall be vested in the Employer in accordance with provisions of this contract.

It is agreed that the Association, or the Contractors, will not hold the Indiana/Kentucky Regional Council of Carpenters, thereof financially responsible for any violation of this Agreement caused by a member or members, other than Official Agents and Representatives, who act without authorization of the fully elected Officers of the Union, International Union, Regional Council, or the Local Union thereof.

There shall be no stoppage or slowdown of work on the part of the Union and no lockout on the part of the Employer because of any dispute arising during the term of this Agreement.

ARTICLE I Jurisdiction of Work

It is hereby mutually agreed that the Union has jurisdiction of the manufacture, fabrication, assembly, erection and/or installation, dismantling, recondition, adjustment, alteration, repairing, leveling, servicing and run-in of all machinery and work within the Millwright trade. It is also agreed that this article will include the use of the transit and other instruments for the layout work required for the installation of the aforementioned equipment.

ARTICLE II Union Security/Hiring Procedures

SECTION 1. UNION SHOP: All employees performing work covered by this Agreement shall be obligated to become members of the Union not later than the 8th day of employment or the effective date of this Agreement, whichever occurs later, as a condition of continued employment.

SECTION 2. MAINTENANCE OF MEMBERSHIP: All employees who are members of the Union shall maintain their membership in the Union as a condition of continued employment.

SECTION 3 DISCHARGE: Any employee who fails to become a member of the Union or fails to maintain his membership therein in accordance with the provisions of Section 1 and 2 of this Article shall forfeit his right of employment, and the Employer, shall immediately discharge such employees.

SECTION 4.

**Indiana/Kentucky Regional Council of Carpenters
Non-Exclusive Referral Policy
Effective March 1, 2010**

(1) The Indiana/Kentucky Regional Council of Carpenters shall maintain an open and non-discriminatory “out-of-work list” in each market area, for its members who desire to be referred for employment. A separate list may be maintained for millwrights. A separate list may be maintained in certain market areas for residential carpenters and floor-coverers, as directed by the Executive Secretary/Treasurer.

(2) Members of the Indiana/Kentucky Regional Council of Carpenters will have total portability within the jurisdiction of the Council, and may seek employment in any area. A member may also place his or her name on the out-of-work list in any **one** market area within the Council’s jurisdiction where they wish to be employed.

(3) A member wishing to use the Regional Council’s non-exclusive referral service must personally place his or her name on the out-of-work list, indicating name, address, telephone number, and qualifications. Such member must re-register every 30 days to maintain his or her place on the out-of-work list.

(4) Employers may call the Regional Council and request referrals. They may request any number of individuals in general, by specific qualifications, or by name. Employers should state the location of the job, reporting date and time.

(5) Any member registering while currently employed shall be stricken from the list and may be subject to disciplinary action.

(6) Any member who accepts a job referral and fails to report, ready and able to work as directed, shall be stricken from the list, and placed at the bottom of the list upon re-registering.

(7) Any member who accepts a job referral and quits said job, shall be placed at the bottom of the list upon re-registering.

(8) Any member who obtains his or her own job is responsible for notifying the appropriate union offices within 24 hours.

(9) The order of referral shall be in descending order beginning at the top of the list, except in cases where an Employer requests individuals possessing specific skills and abilities. In such a case, the Regional Council shall refer the first member on the list possessing said skills and abilities. This in no way restricts the right of an individual to seek his or her own employment, an employer’s right to request specific individuals by name, or the union’s ability to refer stewards at their discretion.

(10) When a member is referred or notifies the Regional Council he or she has accepted employment, the member’s name shall be removed from the out-of-work list. A member employed for less than **forty hours** must notify the appropriate offices that he or she has been laid off to retain their position on the list. A member accepting three such employments shall have his or her name placed at the bottom of the list upon re-registering regardless of the number of days worked.

**ARTICLE III
Overtime, Holidays, Shift Work, General Pay Rules**

1. It is agreed that the wages of the Employees should be as stipulated in Article XIII during the regular working hours. Regular working hours shall be eight (8) hours worked between the hours of 6:00 a.m. and 4:30 p.m., Monday through Friday inclusive, with time for lunch, except when the Union has agreed to special arrangements. Such arrangements between the Union and contractor must be in writing. Any employee that is required, by his Employer, to work through his regular established lunch period shall receive overtime pay for this work.

2. Time and one-half (1-1/2) shall be paid for any and all work in excess of eight (8) hours, but not exceeding twelve (12) hours on any regular workday and double time (2x) shall be paid for any and all work in excess of twelve (12) hours on any regular workday. Any work performed before 6:00 a.m. or after 4:30 p.m. on a regular work day shall be paid at the rate of one and one-half (1-1/2) times the normal rate of pay, up to four (4) hours. All work performed on Saturdays shall be paid at the rate of one and one-half (1-1/2) times for the first twelve (12) hours worked and at double (2x) time the normal rate of pay for all hours in excess of twelve (12), except as dictated by National maintenance Agreements.
3. A member shall be paid the applicable rate for any work in excess of eight (8) hours in any single work day and who shall be required to continue at work beyond that work day shall continue to be paid at the overtime rate for hours worked until he shall have been relieved from work or sent home by the Employer.
4. When an employee works through two (2) consecutive shifts an employee shall remain on the appropriate overtime rate for the hours he/she works until receiving a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift. If an employee cannot receive a seven (7) hour work break prior to reporting for the normal established shift, then the Employer may instruct the employee to report for work at a time that satisfies the seven (7) hour work break requirement. In these instances, the employee would not be penalized for lost wages due to working an abbreviated shift.

Holidays

1. Work on Sundays and Holidays shall be paid for at the double (2x) the regular rate of pay. Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day and Christmas. No work shall be done on Labor Day, except to save life or property.

(If any of these listed holidays fall on Sunday, the following Monday shall be observed as the holiday; if any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday.)

Shift Work

1. The Contractor shall notify the Unions Business Agent prior to working shift work.
2. When an Employer finds it necessary, work may be performed in shifts provided the shift work shall extend over a period of three (3) consecutive days and the hours and rates of pay shall be as follows: NOTE: the three (3) day clause may be altered or excluded by mutual consent by the Union and Employer. NOTE: Should shift work fail to last three (3) complete shifts, all work shall be considered to have been worked outside of the normal working hours and shall be paid at the rate of one and one half (1 ½) times up to twelve hours. All work performed over twelve (12) hours and Sunday and Holidays shall be paid at double time (2x) the normal rate. A complete shift is eight (8) hours.
3. The first shift shall receive eight (8) hours pay for eight (8) hours worked. The second shift shall receive eight (8) hours pay for seven and one half (7 ½) hours worked with fifty (.50) cents more per hour and shall not end later than 12:30 a.m. The third shift shall receive eight (8) hours pay for seven (7) hours worked with fifty (.50) cents more per hour and shall be between the hours of 12 midnight and 8:00 a.m.
4. When less than six (6) hours work is performed during the periods designated as second and third shifts, it shall be considered as overtime and shall be paid at the rate of one and one half (1 ½) times the regular rate of pay. In the event a shift is cut short due to an emergency or circumstances beyond the control of the Employer, the time worked shall be paid for at the regular shift rate of pay.
5. Any of these shifts may be worked irrespective of the others. When shift work is used, the same man shall not work on more than one (1) shift in any twenty-four (24) hour period, unless Union authorizes.
6. At the discretion of the Employer and the Union, a four (4), ten (10) hour day schedule may be worked, if permissible by law or state regulations. Friday may become a straight time make-up day in a 4-10 hour schedule when a day has been lost due to inclement weather, if crew is sent home by Employer. The notice for Friday to be a make-up day must be given by noon Thursday and at least eight (8) hours must be worked except for inclement weather, which will be treated as regular show-up time. The decision to shut down will be on a crew-by-crew

basis. Friday will only be a straight time make-up day when a day has been lost due to inclement weather and the crew has thirty-two (32) hours or less. Under this four (4), ten (10) hour schedule, the eleventh (11th) and twelfth (12th) hour shall be paid at one and one half (1 ½) times and any additional hours in the work day shall be paid at double time (2x).

General Pay Rules

1. Wages must be paid no later than quitting time, in currency or accredited bank check, on Friday of each week and no more than one (1) week shall be held back, unless agreed to by the Union and the particular Employer concerned.
2. Bargaining unit Employees shall receive thirty (30) minutes, each day, to be used as the lunch period. The lunch period shall commence four (4) hours after the employee commences work. The commencement of this lunch period may be changed with mutual consent of Employer and Union. In cases when employees are required to work continuously for more than ten (10) hours, the Employer shall schedule a second (2nd) meal break effective upon the commencement of the eleventh (11th) hour. The employee shall be paid at the appropriate overtime rate for the time taken to consume the meal. When employees are required to work through a second (2nd) paid lunch break, one-half (1/2) hour at the applicable overtime rate shall be added to the actual hours worked at the completion of the shift. This process will be repeated each four (4) hours thereafter, provided work is continuous.
3. Employees shall be paid for all time required to stay on the job for any cause, when expressly requested or ordered by the Contractor.
4. If an employee or employees report to work without having been notified not to report, they shall receive two (2) hours pay, at applicable rate, for that day. If an Employer has other employees on the job that receives four (4) hours pay if they start to work or eight (8) hours pay if they start work after lunch, Millwrights shall receive same.
5. When an employee is laid off during normal working hours he shall be paid in full. If employee is laid off during normal working hours and not paid, he shall be paid \$30.00 compensation and check must be mailed the next working day or the Employer shall be subject to the provisions of this article. If employees are laid off before or after normal working hours, payment may be made by mail the next regular working day. When payment is made by mail and not postmarked the next working day, employees shall be entitled to receive \$30.00 per day of compensation for each twenty-four (24) hour waiting period or a portion thereof. If payment is not postmarked within five (5) working days the employee will be compensated four (4) hours per day at the straight time rate beginning on the sixth (6th) working day after employee is laid off. NOTE: A regular working day shall be defined as Monday through Friday (6:00 a.m. to 4:30 p.m.).

ARTICLE IV General Working Conditions

1. The duly authorized representatives of the Council or International Union shall be permitted to visit any job during working hours on business for the organization provided that such representatives shall first contact the job superintendent or the Employer's representatives on the job.
2. A Foreman shall not carry more than ten (10) Millwrights in one crew and when two (2) or more Millwrights are on a job, one (1) shall receive Foreman rate. For every three (3) journeymen, there shall be (1) apprentice, if available.
3. With the exception of monorail systems, the following shall prevail: When there are two (2) Foremen on a job, one (1) shall receive General Foreman's pay. He shall supervise a crew of Millwrights and the other Foreman. The responsibilities of a Foreman shall be, but not limited to coordinate and direct the Millwrights in his crew, expedite and lay out work for his crew. Millwrights shall take orders from their immediate foreman only, except, in case of emergency or otherwise authorized by the Union. When there are three (3) crews of Millwrights on a job, the General Foreman may not supervise a crew. When there are eight (8) Foremen, there shall be two (2) General Foremen. The responsibilities, duties and privileges of a Foreman are to be the same on a job extending into overtime as they are on his regular shift.

4. The Employer and Steward shall be the sole judge of tool requirements. The Employer will have the right to inspect and itemize Employees personal tools.
5. All hand tools, up to and including 1 ¼", 19 mm metric on wrenches, other than power tools shall be furnished by the employees, covered by said Collective Bargaining Agreement mentioned above.
6. An employee shall be furnished transportation for tools upon arrival for employment and discharge to designated parking area if determined necessary by job Steward. The Steward will accompany employees when hired or laid-off, if toolboxes are transported.
7. The Employer agrees to replace employees welding hood or burning goggles, if damaged or stolen on the job site.
8. The Employer will replace employee's tools that are broken on the job site and replace tools that are stolen from locked box. Employer agrees that tools will be replaced by the tenth (10th) working day following the date the tool loss was reported to the Employer. However, by mutual agreement between the employee and Employer, the employee may purchase replacement tools and present the Employer with a purchase receipt for reimbursement by the Employer within five (5) working days.
9. Millwrights will be given sufficient amount of time to pick up personal tools prior to quitting time and before lay-off.
10. The Employer agrees to furnish welding gloves and protective sleeves to welders requesting them.
11. (a) The use of the transit, level and leveling rod shall be classified as "tools of the trade".
(b) The rod-man shall be classified as a Journeyman Millwright or Apprentice if available.
12. On projects requiring special tests to certify for welding, the Union, when requested will make every effort to supply employees who have previously qualified for such work. However, any time spent by an employee, who is required to take such special tests, shall be paid for at the regular hourly basic rate. Any employee, who qualified under such tests, shall be required to remain on the job, for at least thirty (30) calendar days or until the completion of the job, whichever is less. An employee failing to comply with the above will have the wages paid for his taking such tests deducted from his final pay. Any expense involved in connection with an employee taking such test shall be borne by the Employer. A copy of the employee's certification will be furnished to the Union.
13. If the change shack is one-half (1/2) miles form parking area, contractor shall furnish transportation to and from the parking area.
14. The Employer shall furnish a suitable and safe place to keep employees tools and suitable accommodations where employees may dress and keep their clothes and eat lunch, warm in the winter. Sanitary toilet conditions will be furnished by the Employer. Sanitary drinking water and drinking facilities will be furnished by the Employer. In summer months, water will be kept at a cold temperature. When the Millwright is the predominate craft and the tool room is used mainly by Millwrights, a Millwright shall be assigned to the tool room.
15. Employees injured on the job shall not lose any pay going to the doctor or for treatment on the day of the occurrence. On days subsequent thereto, if an employee is required to go to a doctor or hospital of his choice for treatment relating to such injury, he shall go on company time, if he is working and will suffer no loss of pay up to two (2) hours. If an employee is required to go to a doctor or hospital of the contractor's choice, he shall be paid for whatever loss of time is incurred.

ARTICLE V

Duties of Steward

1. The Business Agent shall appoint Stewards on each job and shall notify the job superintendent of their name. A steward, like any other workman, shall perform a day's work. A steward shall be retained on a project to which he is assigned, as long as any employees covered by this Agreement, are employed and as long as he has performed the work assigned to him satisfactorily. When a steward or foreman are the only employees and the Employer decides there is need for only one (1) employee, the Employer may elect which he retains. However, if the Employer decides to retain the foreman, the next employee recalled shall be the steward, if qualified. In no case, shall a steward be discharged until the Business Representative has been consulted.

2. The steward and employee shall be notified one (1) hour before employees are laid off.
3. Should any employee become sick or meet with an accident while at work and if the work related sickness or injury requires a doctor's attention, in regard to emergency treatment, the steward or his designated representative, shall accompany the injured. The steward shall be paid for any loss of time and reimbursed for any necessary expense in doing so.

ARTICLE VI Safety

1. The Employer shall abide by all state and federal safety regulations.
2. When an employee is required to weld or burn in a hazardous place, he shall have a fellow member with him for safety purposes while he is welding or burning.

ARTICLE VII No Strike-No Lockout

Neither the Contractors nor the Union shall engage in, induce, or encourage any stoppage of work, slow down, strike, lockout or concerted refusal to work by reason of any dispute or difference of opinion or policy between the parties hereto or involving any party hereto including jurisdictional disputes, save and except the failure of the other party to abide by a decision of the Joint Arbitration Committee, the arbitrator, or a judgment of a court of law.

ARTICLE VIII Equal Employment Opportunity Non-Discrimination

The parties of this Agreement agree to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11246 and the Indiana Fair employment Practices Act with respect to the selection, training and employment of apprentices and trainees; to the referral practices in connection with applicants for employment; and to all employment practices; including job promotion and working conditions with respect to all workers and supervisory employees, to the end that no discrimination shall be practiced in respect to age, sex, religion, race, color, national origin, disability or veteran's status.

As used in this document, the terms "he", "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

ARTICLE IX Grievance and Arbitration Procedure

1. In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Indiana/Kentucky Regional Council of Carpenters and Millwrights and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to settle the dispute with three (3) working days before the subsequent provisions of this Article are invoked.
2. In the event that a dispute is not settled under the provisions of Paragraph 1, it shall be referred to the Joint Grievance Committee composed of three (3) representatives of the Union and three (3) representatives of the Negotiating Committee for the Contractors/Employers. Said committee shall meet within ten (10) working days following receipt of written notice to the Union and to the Negotiating Committee for the Contractors/Employers from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

3. In the event a grievance is not satisfactorily settled by the Joint Grievance Committee within ten (10) working days after having been first considered by such Joint Grievance Committee, the Union or the Negotiating Committee for the Contractors/Employers may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect. The Union and the Negotiating Committee for the Contractors/Employers may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and the Negotiating Committee for the Contractors/Employers shall there upon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Negotiating Committee for the Contractors/Employers cannot agree upon such impartial arbitrator with five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternately striking names from such a list and the person whose name remains on the list after four (4) having been stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected with five (5) days excluding Saturdays, Sundays and Holidays after receipt of the list from the Federal Mediation and Conciliation Service.
4. The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
5. Each party of this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the parties ordering the transcript.
6. Any time limits provided for in the Grievance and Arbitration Procedure set forth in the Article may be waived or extended by mutual agreement between the Union and the Negotiating Committee for the Contractors/Employers.

ARTICLE X

Jurisdictional Procedure

The Indiana/Kentucky Regional Council of Carpenters and Millwrights will be notified on all projects covering multiple trades prior to the commencement of work, unless waived by all parties involved.

Whenever a jurisdictional dispute arises and it cannot be resolved at the local level, the Employer should make an assignment and work shall continue according to the assignment. In the meantime, the Employer and representatives of the International Unions of all disputing trades should meet to try to bring about a satisfactory or mutual understanding with the Employer. The Employer and the Union agree that there shall be no stoppage of work at any time over the resolution of jurisdictional disputes. Employer agrees to give assignments in writing when requested by the Union.

ARTICLE XI

Project Agreement

The Indiana/Kentucky Regional Council of Carpenters and Millwrights agrees, when Employers signatory to this Collective Bargaining Agreement are bidding work in the geographical jurisdiction covered by this Agreement feel that their competitive position with other contractors not signatory to this Agreement is lessened on a particular project due to conditions and requirements in the existing Collective Bargaining Agreement, to meet with such signatory Employer or Employers in an effort to amend the Agreement for the particular job or project only. The purpose of any amendment to this Agreement is to make the signatory Employer or Employers who are bidding the aforesaid work more competitive with contractors who are not signatory to this Agreement. The amendment includes, but is not limited to adjustment in wages and working conditions. The Union shall give written notice to all other such Employers within forty-eight (48) hours of agreeing to a project agreement. Time shall be of the essence in negotiating any such project agreement.

Should the Union and a signatory Employer or Employers agree to a project or job site agreement containing more favorable terms on wages, hours or work conditions that are contained in this Agreement, all Employers signatory to this Agreement shall have the right to apply any such provision or term contained in said project or job site agreement to their employees for the same project or job site.

These provisions are to be limited to a particular job site or to a particular project. When the project or job site agreement expires, then work is subject to the regular terms and conditions of the Agreement.

**ARTICLE XII
Recognition and Territory**

The Employer recognizes the Union as sole and exclusive Collective Bargaining representative of all its employees doing work properly classed as Millwrights in the following counties in the State of Kentucky, to wit: Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, Todd, Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and the part of Montgomery and Stewart Counties in Tennessee which form Fort Campbell.

**ARTICLE XIII
Wages and Fringe Benefits**

The following hourly wage rates shall be effective as to each employee Effective June 1, 2010 for the following counties defined as Zone 4 are as follows: Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, Todd, Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and the part of Montgomery and Stewart Counties in Tennessee with form Fort Campbell..

Millwright Journeyman
Zone 4

Wage Rate	\$23.61 per hour
Benefits:	
Health & Welfare	\$5.71 per hour
Pension	\$5.47 per hour
Annuity	\$4.10 per hour
Apprenticeship Training Fund	\$0.40 per hour
UBC Training Fund	\$0.10 per hour
UBC Millwright Promotional Fund	\$0.05 per hour
BOLT	\$0.08 per hour
PACAF	<u>\$0.05 per hour</u>
Total Fringe Package	\$15.96 per hour

*** Benefits based on hours worked.**

As of June 1, 2011, the total hourly package will increase by one dollar and ten cents (\$1.10) per hour. The distribution of the increase will be determined by the Union.

As of June 1, 2012, the total hourly package will increase by one dollar and twenty cents (\$1.20) per hour. The distribution of the increase will be determined by the Union.

Foreman One dollar and fifty cents (\$1.75) above Journeyperson scale

General Foreman Two dollars and fifty cents (\$2.50) above Journeyperson scale

DEDUCTIONS:

<u>MRF</u>	<u>Dues</u>	<u>*COPE</u>	<u>*Vac/Sav</u>
.15	4 ½%	.03	1.00

*Optional, need card signed.

ARTICLE XIV
Joint Apprenticeship Training Fund

The EMPLOYERS and the Union have established a Joint Apprentice Training Fund (JATF) which shall govern the administration of the Apprentice Program. The JATF at all times shall operate in accordance with applicable law. Each EMPLOYER shall be bound by the determinations of said JATF and shall be required to follow such determinations. The JATF shall have complete control over all aspects of the apprentice program, including, without limitation, apprentice qualification, training, placement, advancement, and graduation. All apprentices shall be employed pursuant to applicable provisions of this Agreement.

The Employer agrees to pay to the JATF the contribution rate established by the Union for each hour worked by all Employees covered under this Agreement. The contributions shall be postmarked for deposit on or before the 20th of each month to the bank designated by the Union.

All Apprentices who enter the Joint Apprenticeship Training program shall be subject to the following wage rates:

APPRENTICES

1 st 6 months	60% of the Journeyperson's Rate
2 nd 6 months	65% of the Journeyperson's Rate
3 rd 6 months	70% of the Journeyperson's Rate
4 th 6 months	75% of the Journeyperson's Rate
5 th 6 months	80% of the Journeyperson's Rate
6 th 6 months	85% of the Journeyperson's Rate
7 th 6 months	90% of the Journeyperson's Rate
8 th 6 months	95% of the Journeyperson's Rate

*NOTE: See Article XVIII for contribution rate.

ARTICLE XV
Dues Check-Off

The Employer agrees to deduct from the gross wages of its employees' weekly paychecks an amount equivalent to the then current membership dues and/or other assessments, as established by the Indiana/Kentucky Regional Council of Carpenters. Likewise, the Employer agrees to deduct from the employee's weekly paycheck all Vacation, Savings, Federal Credit Union and any other deductions contained in the parties' then current collective bargaining agreement. Such deductions shall be made for each employee once the employee signs the standard check-off authorization form. The employer agrees to transmit said checked-off monies to the Union's designated depository, at the same time as it pays its fringe benefit contributions.

ARTICLE XVI
Sub-Contract Clause

The Company shall not sub-contract any work within the jurisdiction of the Union, which is to be performed at the job site except to a contractor who holds an applicable agreement with the Union or who agrees in writing, prior to or at the time of the execution of his sub-contract, to be bound by the terms of this Agreement.

ARTICLE XVII
Drug Testing Program

The Employer and Union agree to abide by the Drug Testing program adopted under B.O.L.T. BOLT is the program identified as Builder's and Organized Labor's Substance Abuse Policy and Trust Agreement. The Union and Employer will be bound by the terms and requirements of said BOLT program and any changes made in the BOLT program by the trustees of BOLT. Additional monies necessary resulting from the adoption of the BOLT program by the testing program

will be an Employer contribution in addition to the wage increase received by the employees.

ARTICLE XVIII

Fringe Benefits and Employee Withholdings

In addition to wages to be paid as provided in Article XIII of this Agreement, the Employer shall pay the following:

1. Health and Welfare and Pension: Employer shall pay into a designated Fund as established by the union reporting forms by the 20th day of each month a total sum for each hour worked by each employee during the preceding month of Health & Welfare and Pension as stated under Article XIII Wages.

If additional monies are required for fringe benefits for the years 2011 and 2012, then the wage scale shall be revised accordingly, but the total sum of wages and fringes shall not exceed the negotiated amount.

A monthly report of hours worked, together with remittance of contribution, must be mailed to the respective Funds on or before the 20th day following the close of the month covered by the report.

Any delinquent Contractor will be subject to the terms and conditions of the Trust Agreement for the Pension Fund, Welfare Fund, Pension Annuity and Apprenticeship Fund. Failure of Employer to make contributions as set out in this Agreement shall subject Employer to all penalties and liabilities as allowed under the law of ERISA as set out in the Trust Agreement of the respective trust funds. By signing this Agreement each of the contractors becoming signatory to this Agreement acknowledges that it is bound by and will adhere to all of the terms and conditions of the respective trust fund.

2. Annuity Pension Plan: The Employer agrees to pay an amount designated by the Union. The Annuity Pension Funds shall be remitted to the designated fund established by the Union on or before the twentieth (20th) day following the close of the month covered by the report.

3. Vacation: The established vacation fund in Zone 4 shall be deducted from the employees wages at the rate of one dollar (\$1.00) per hour, with proper authorization cards signed. The Vacation Fund shall be remitted to a designated fund established by the Union on or before the twentieth (20th) day of the month following the close of the previous month's payroll.

Any employee shall be eligible to take a vacation; however, he must notify the company at two (2) weeks prior to the starting date of his vacation period.

4. UBC International Training Fund: The Company and the UBCJA recognize the need for quality safety and health training and related services to enable the UBCJA workers to remain healthy and productive, and to aid the Company in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Company and the UBCJA further recognize the need for quality training for apprentices and journeymen to meet the industry's need for skilled craft labor.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Company shall make a contribution of ten cents (\$.10) per hour worked for each employee covered by this Agreement to the UBC INTERNATIONAL TRAINING FUND. This amount shall be allocated out of the total agreed upon compensation described in the WAGE and FRINDGE BENEFITS section of this Agreement.

The Company hereby also agrees to be bound by the trust agreement of the respective UBC trust fund described above.

Upon request, each Company shall receive a copy of the fund's annual report.

5. UBC Millwrights Labor-Management Industry Promotion Fund: In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of five (\$.05) cents per hour worked for each Millwright employee covered by this agreement to the UBC Millwrights Labor-Management Industry Promotion Fund ("Millwright Fund"). Payment shall be made to the Millwright Fund or to such collection agent as is designated by the Millwright Fund on or before the 20th day of the month following the month of the work performed. The Employed hereby agrees to be bound by the Agreement and Declaration of Trust for the Millwright Fund as it exists and as it may be amended restated, and to such rules, regulations or other governing documents adopted pursuant to such trust.

6. (PACAF) Industry Advancement Fund: The Employer does hereby agree to contribute five (\$.05) cents per hour worked by all employees employed under the scope of this Agreement monthly to the Paducah Area Construction Advancement Foundation. The aforesaid Employer contributions shall be made to the appropriate depository as designated by the Union, with the depository remitting funds monthly to the Foundation. The purpose of the Fund shall be to promote the construction industry as to, but not limited to, public relations and advertising, contract specification improvement

programs, the promotion of stable labor-management relations, monetary support for the training and upgrading of

employees, and such other purposes as are consistent with this program. No expenditure from said fund shall be made for any activity harmful or injurious to the Union. No part of the funds allocated for the Paducah Area Construction Advancement Foundation shall be spent directly or indirectly for any of the following purposes:

1. Promotion of legislation opposed by the Union or opposition of legislation favored by the Union;
2. Subsidies, indemnities, or payment of any kind to contractors during, for or in connection with a period of strike, lockout or work stoppage;
3. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation;
4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Union.

7. Indiana/Kentucky Market Recovery Fund: The parties to this agreement agree to participate in the Market Recovery Fund Program. Employers further agree to deduct fifteen cents (\$0.15) per hour worked by Employees of each Employer. The Program is incorporated by reference herein and part of this agreement.

8. Indiana/Kentucky C.O.P.E. Fund: It is understood and agreed that if any Carpenter or Millwright employee wishes to make a voluntary contribution of three cents (\$0.03) per hour for each hour worked to the Indiana/Kentucky Regional Council of Carpenters "Committee on Political Education" (COPE), and further authorizes the Employer to make such deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contributions from the earnings of such employee and transmit them along with other fringe benefits and deductions to a central depository as determined by the Union.

9. Apprenticeship Fund: Contractors agree, to contribute forty cents (\$.40) per hour worked to the Indiana-Kentucky Regional Council Apprenticeship Fund. Contributions to the Apprenticeship Fund shall be remitted to the designated fund established by the Union on or before the twentieth (20th) day following the close of the month covered by the report.

ARTICLE XIX

An Employer who has been signatory to this Agreement requiring payment of all wages, fringe benefits and other items deducted from the weekly paychecks for twenty-four (24) consecutive months or more or any Employer who has paid all wages and fringe benefits in a timely manner as determined by the Indiana/Kentucky Regional Council of Carpenters and Millwrights shall not be required to post a bond as described in this article.

Bond

Each Employer signatory to this Agreement agrees that at the time of execution of this Agreement or within thirty (30) days of the execution, the Employer shall have procured a 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 Indiana. The surety bond shall be payable to the Union as Trustee for the benefit of Employees employed by the Employer and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice Training Funds. Such surety bond 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 Executive Secretary-Treasurer of the Union in his sole discretion, the principal amount of the bond shall be:

One (1) to Five (5) Employees	\$10,000.00
Six (6) to Ten (10) Employees	\$20,000.00
Eleven or more Employees	\$50,000.00

The Association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of \$50,000.00. The Union may withdraw bargaining unit Employees from Employers who fail to maintain the bond required by this Article.

The Employer assigns all right, title and interest in the Surety Bond to the Union and Fringe Benefit Trust Funds, which shall have a priority interest to such Funds, and supersede the claims of all Employers' creditors.

Termination

This contract shall become effective upon its execution and shall continue in full force and effect through the 31st day of May, 2013 and shall continue in full force and effect from year to year thereafter, until either party hereto gives written notice to the other party at least sixty (60) days prior to the termination date, that such party desires to terminate this contract.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF THE PARTIES HERETO, have affixed their signatures by their authorized representative.

EXECUTED THIS 1st day of June 2010.

West Kentucky Construction Employers Association, Inc.

Mike Gerescher
Executive Vice President

Indiana/Kentucky Regional Council of Carpenters

David C. Tharp
Executive Secretary-Treasurer/
Business Manager