

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

INDIANA/KENTUCKY REGIONAL COUNCIL OF CARPENTERS

DAVID C. THARP
EXECUTIVE SECRETARY-TREASURER
BUSINESS MANAGER



2635 MADISON AVENUE
INDIANAPOLIS, IN 46225-2110
PHONE: (317) 783-1391
FAX: (317) 781-2549

May 27, 2008

Certified Mail 7004 2890 0001 3883 8463

Mr. Mike Gerescher
Executive Vice President
Western Kentucky Construction Employers Association
P.O. Box 1059
Paducah, KY 42002

Re: Paducah, Kentucky Carpenter Wage & Benefit Adjustment Effective June 1, 2008

Dear Mr. Gerescher:

In accordance with the current collective bargaining agreement between the Western Kentucky Construction Employers Association and the Indiana/Kentucky Regional Council of Carpenters, effective the first full pay period after June 1, 2008 the package distribution shall be as follows:

Each bargaining unit carpenter employed on Industrial work will receive an eighty-six cents (\$0.86) per hour increase on the check, bringing the total hourly wage to twenty-one dollars and ninety-five cents (\$21.95).

Each bargaining unit carpenter employed on Commercial work will receive an eighty-one cents (\$0.81) per hour increase on the check, bringing the total hourly wage to nineteen dollars and eighty-two cents (\$19.82).

Each bargaining unit carpenter employed on Commercial and Industrial work will receive a twenty-one cents (\$0.21) per hour increase on the annuity contribution, bringing the total hourly annuity contribution to two dollars and eleven cents (\$2.11).

Each bargaining unit carpenter on Commercial and Industrial work will receive a twenty-one cents (\$0.21) per hour increase on the pension contribution, bringing the total hourly pension contribution to three dollars and thirty-five cents (\$3.35).

Each bargaining unit carpenter on Commercial and Industrial work will receive a two cents (\$0.02) per hour increase on the UBC Training Fund contribution, bringing the total hourly UBC Training Fund contribution to six cents (\$0.06).

All other wage and benefit rates shall remain the same.

This shall apply to work performed in the following counties:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, Muhlenberg, Todd and Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and the part of Montgomery and Steward Counties in Tennessee which form Fort Campbell.

Enclosed you will find current wage, benefit and jurisdiction sheets.

Sincerely,


Mark R. Mahan
Representative

Enclosure

pc: Signatory Contractors
David Tharp
Mike Lauer
Linda Butler
Jennifer Arnold
Local 549

RATES FOR CARPENTER CONTRACTORS
PADUCAH AREA

Contract Expiration - May 31, 2009

WAGES -- Effective June 1, 2008 until May 31, 2009:

<u>Industrial</u>		<u>Commercial</u>	
Carpenter Journeyman	\$21.95	Carpenter Journeyman	\$19.82
Piledriver Journeyman	\$22.45	Piledriver Journeyman	\$20.32

Foreman rate shall be one dollar and fifty cents (\$1.50) above Journeyman scale.

General Foreman rate shall be two dollars (\$2.00) above Journeyman scale.

FRINGE BENEFITS:

Health & Welfare	\$5.65 per hour
Pension	\$3.35 per hour
Annuity	\$2.11 per hour
Apprenticeship	\$0.40 per hour
B.O.L.T. Substance Abuse Testing	\$0.08 per hour
U.B.C. Training Fund	\$0.06 per hour
U.B.C. Education	\$0.02 per hour
PACAF	<u>\$0.05</u> per hour
Total Fringe Benefits	\$11.72 per hour

PAYROLL DEDUCTIONS:

Working Assessment	3.5 % of Gross Wages
Indiana/Kentucky Market Recovery	\$0.10 per hour
Indiana/Kentucky C.O.P.E. (employee option)	\$0.03 per hour

JURISDICTIONAL COUNTIES:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, Muhlenberg, Todd, and Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and part of Montgomery and Stewart Counties in Tennessee which form Fort Campbell.

APPRENTICE WAGES

(Figured at nearest \$.05 as per our Agreement)

<u>INDUSTRIAL</u>	<u>COMMERCIAL</u>
\$21.95	\$19.82
60% — 13.15	60% — 11.90
65% — 14.25	65% — 12.90
70% — 15.35	70% — 13.85
75% — 16.45	75% — 14.85
80% — 17.55	80% — 15.85
85% — 18.65	85% — 16.85
90% — 19.75	90% — 17.85
95% — 20.85	95% — 18.85

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

INDIANA/KENTUCKY REGIONAL COUNCIL OF CARPENTERS

DAVID C. THARP
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BUSINESS MANAGER



2635 MADISON AVENUE
INDIANAPOLIS, IN 46225-2110
PHONE: (317) 783-1391
FAX: (317) 781-2549

May 14, 2007

Certified Mail 7004 2890 0001 3883 8425

Mr. Mike Gerescher
Executive Vice President
Western Kentucky Construction Employers Association
P.O. Box 1059
Paducah, KY 42002

Re: Paducah, Kentucky Carpenter Wage & Benefit Adjustment Effective June 1, 2007

Dear Mr. Gerescher:

In accordance with the current collective bargaining agreement between the Western Kentucky Construction Employers Association and the Indiana/Kentucky Regional Council of Carpenters, effective the first full pay period after June 1, 2007 the package distribution shall be as follows:

Each bargaining unit carpenter employed on **Industrial** work will receive a seventy cents (\$0.70) per hour increase on the check, bringing the total hourly wage to twenty-one dollars and nine cents (\$21.09).

Each bargaining unit carpenter employed on **Commercial** work will receive a sixty-five cents (\$0.65) per hour increase on the check, bringing the total hourly wage to nineteen dollars and one cent (\$19.01).

Each bargaining unit carpenter employed on **Commercial and Industrial** work will receive a twenty-five cents (\$0.25) per hour increase on the annuity, bringing the total hourly annuity contribution to one dollar and ninety cents (\$1.90).

Each bargaining unit carpenter on **Commercial and Industrial** work will receive a twenty-five cents (\$0.25) per hour increase on the health and welfare contribution, bringing the total hourly health and welfare contribution to five dollars and sixty-five cents (\$5.65).

Each bargaining unit carpenter on **Commercial and Industrial** work will receive a five cents (\$0.05) per hour increase on the apprenticeship contribution, bringing the total hourly apprenticeship contribution to forty cents (\$0.40).

All other wage and benefit rates shall remain the same.

This shall apply to work performed in the following counties:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, Muhlenberg, Todd and Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and the part of Montgomery and Steward Counties in Tennessee which form Fort Campbell.

Enclosed you will find current wage, benefit and jurisdiction sheets.

Sincerely,

Don Mitchell *Mark R. Mahan*

Don Mitchell
Representative

Mark R. Mahan
Representative

Enclosure

pc: Signatory Contractors
David Tharp
Mike Lauer

**RATES FOR CARPENTER CONTRACTORS
PADUCAH AREA**

Contract Expiration - May 31, 2009

WAGES – Effective June 1, 2007 until May 31, 2008:

<u>Industrial</u>		<u>Commercial</u>	
Carpenter Journeyman	\$21.09	Carpenter Journeyman	\$19.01
Piledriver Journeyman	\$21.59	Piledriver Journeyman	\$19.51

Foreman rate shall be one dollar and fifty cents (\$1.50) above Journeyman scale.
General Foreman rate shall be two dollars (\$2.00) above Journeyman scale.

FRINGE BENEFITS:

Health & Welfare	\$5.65 per hour
Pension	\$3.14 per hour
Annuity	\$1.90 per hour
Apprenticeship	\$0.40 per hour
B.O.L.T. Substance Abuse Testing	\$0.08 per hour
U.B.C. Training Fund	\$0.04 per hour
U.B.C. Education	\$0.02 per hour
PACAF	\$0.05 per hour
Total Fringe Benefits	\$11.28 per hour

PAYROLL DEDUCTIONS:

Working Assessment	3.5 % of Gross Wages
Indiana/Kentucky Market Recovery	\$0.10 per hour
Indiana/Kentucky C.O.P.E. (employee option)	\$0.03 per hour

JURISDICTIONAL COUNTIES:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, Muhlenberg, Todd, and Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and part of Montgomery and Stewart Counties in Tennessee which form Fort Campbell.

APPRENTICE WAGES

(Figured at nearest \$.05 as per our Agreement)

<u>INDUSTRIAL</u>	<u>COMMERCIAL</u>
\$21.09	\$19.01
60% — 12.65	60% — 11.40
65% — 13.70	65% — 12.35
70% — 14.75	70% — 13.30
75% — 15.80	75% — 14.25
80% — 16.85	80% — 15.20
85% — 17.90	85% — 16.15
90% — 19.00	90% — 17.10
95% — 20.05	95% — 18.05

AGREEMENT

ENTERED INTO BETWEEN

THE WEST KENTUCKY CONSTRUCTION EMPLOYERS ASSOCIATION

AND

THE INDIANA/KENTUCKY REGIONAL COUNCIL OF CARPENTERS

FOR AND ON BEHALF OF

CARPENTER LOCAL UNION 357

PADUCAH, KENTUCKY

EFFECTIVE DATE: JUNE 1, 2004

EXPIRATION DATE: MAY 31, 2009

CARPENTERS

**RATES FOR CARPENTER CONTRACTORS
PADUCAH AREA**

Contract Expiration - May 31, 2009

WAGES -- Effective June 1, 2006 until May 31, 2007:

<u>Industrial</u>		<u>Commercial</u>	
Carpenter Journeyman	\$20.39	Carpenter Journeyman	\$18.36
Piledriver Journeyman	\$20.89	Piledriver Journeyman	\$18.86

Foreman rate shall be one dollar and fifty cents (\$1.50) above Journeyman scale.
General Foreman rate shall be two dollars (\$2.00) above Journeyman scale.

FRINGE BENEFITS:

Health & Welfare	\$5.40 per hour
Pension	\$3.14 per hour
Annuity	\$1.65 per hour
Apprenticeship	\$0.35 per hour
B.O.L.T. Substance Abuse Testing	\$0.08 per hour
U.B.C. Training Fund	\$0.04 per hour
U.B.C. Education	\$0.02 per hour
PACAF	\$0.05 per hour
Total Fringe Benefits	\$10.73 per hour

PAYROLL DEDUCTIONS:

Working Assessment	3.5 % of Gross Wages
Indiana/Kentucky Market Recovery	\$0.10 per hour
Indiana/Kentucky C.O.P.E. (employee option)	\$0.03 per hour

JURISDICTIONAL COUNTIES:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, Muhlenberg, Todd, and Trigg Counties in Kentucky; Lake, Obion and Weakley Counties in Tennessee; and part of Montgomery and Stewart Counties in Tennessee which form Fort Campbell.

APPRENTICE WAGES

(Figured at nearest \$.05 as per our Agreement)

<u>INDUSTRIAL</u>		<u>COMMERCIAL</u>	
\$20.39		\$18.36	
60% --- 12.23 = 12.25		60% --- 11.02 = 11.00	
65% --- 13.25 = 13.25		65% --- 11.93 = 11.95	
70% --- 14.27 = 14.25		70% --- 12.85 = 12.85	
75% --- 15.29 = 15.30		75% --- 13.77 = 13.75	
80% --- 16.31 = 16.30		80% --- 14.69 = 14.70	
85% --- 17.33 = 17.35		85% --- 15.61 = 15.60	
90% --- 18.35 = 18.35		90% --- 16.52 = 16.50	
95% --- 19.37 = 19.35		95% --- 17.44 = 17.45	

INDEX

SCOPE OF AGREEMENT	
PREAMBLE.....	
ARTICLE 1 - EFFECTIVE DATE	
ARTICLE 2 - TERRITORY JURISDICTION.....	
ARTICLE 3 - UNION RECOGNITION	
ARTICLE 4 - UNION SECURITY	
ARTICLE 5 - PROCUREMENT OF LABOR.....	
ARTICLE 6 - CONTINUING EDUCATION.....	
ARTICLE 7 - WAGE RATES	
ARTICLE 8 - PAYMENT OF WAGES	
ARTICLE 9 - HEALTH & WELFARE FUND PAYMENTS	
ARTICLE 10 - PENSION FUND PAYMENTS.....	
ARTICLE 11 - CREDIT UNION	
ARTICLE 12 - ANNUITY	
ARTICLE 13 - DUES CHECK-OFF.....	
ARTICLE 14 - MARKET RECOVERY FUND.....	
ARTICLE 15 - INDIANA/KENTUCKY COMMITTEE ON POLITICAL EDUCATION	
ARTICLE 16 - NATIONAL UBC TRAINING AND EDUCATION FUNDS	
ARTICLE 17 - DELINQUENCY.....	
ARTICLE 18 - HOURS AND OVERTIME	
ARTICLE 19 - REPORTING TIME PAY	
ARTICLE 20 - HOLIDAYS.....	
ARTICLE 21 - FOREMEN.....	
ARTICLE 22 - STEWARDS.....	
ARTICLE 23 - HEALTH AND SAFETY.....	
ARTICLE 24 - SUBCONTRACT CLAUSE	
ARTICLE 25 - GRIEVANCES AND DISPUTES	
ARTICLE 26 - JURISDICTIONAL DISPUTES	
ARTICLE 27 - MODIFICATION OF AGREEMENT	
ARTICLE 28 - SAVINGS CLAUSE	
ARTICLE 29 - NON-DISCRIMINATION	
ARTICLE 30 - GENERAL CONDITIONS	
ARTICLE 31 - INDUSTRY ADVANCEMENT FUND	
ARTICLE 32 - WORK PRESERVATION CLAUSE	
ARTICLE 33 - PRE-JOB CONFERENCE	
ARTICLE 34 - APPRENTICE RATIO	
ARTICLE 35 - MOBILITY	
ARTICLE 36 - PROJECT AGREEMENT	
ARTICLE 37 - DRUG PROGRAM	
SIGNATURE PAGE.....	

CARPENTER 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 **UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, 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 a 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 Employee 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 Employee continuous employment, such 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, layoff, promote, demote, or relieve the employees of their duties, shall be vested in the Employer in accordance with provision of this contract.

It is agreed that the Association, or the Contractors, will not hold the United Brotherhood of Carpenters and Joiners, or any of its Local Unions 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 any of the Local Unions 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

EFFECTIVE DATE

This Agreement becomes effective June 1, 2004, and shall be in effect until and including May 31, 2009.

ARTICLE 2

TERRITORY JURISDICTION

This Jurisdiction includes all or a part of the following counties:

McCracken, Ballard, Carlisle, Marshall, Lyon, Livingston, Graves, Trigg, Crittenden, Caldwell, Calloway, Fulton, Hickman, Logan, Todd, Hopkins, Christian, Muhlenberg counties in Kentucky. Lake, Obion, Weakley counties in Tennessee, and that part of Montgomery and Stewart counties in Tennessee which form Fort Campbell.

ARTICLE 3

UNION RECOGNITION

There shall be no interference with workmen during working hours and the Authorized Business Representative will have access to all jobs to carry on business of the Union. The Authorized Business Representative shall be permitted to check the amount of pay received by each employee covered by this agreement against the hours worked to determine that the minimum rates of pay set forth in this contract are being paid. The Business representative will abide by laws and posted signs requiring notification of Contractor and/or Owner at office before entering work areas.

ARTICLE 4

UNION SECURITY

All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement, and all employees who become members of the Union shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement not later than the eighth (8th) day following their employment or the effective date of this agreement, whichever is later.

The Union agrees to accept into membership without discrimination all present and future employees who apply for membership provided they meet the uniform, non-discriminatory requirements of the Union, and further agrees no Employer shall be required to discharge any employee because of non-membership in the Union, except as provided in this Agreement.

Employers signatory to this Agreement hereby agree that when they perform work within the boundaries of the state of Indiana or Kentucky, but outside the geographical jurisdiction of this Agreement as described herein, that the Employer will become signatory to and be bound by the terms and conditions of the Indiana/Kentucky State Regional of Carpenters collective bargaining agreement applicable for the geographical area where the work is to be performed.

The Union, the Employer, and the employees mutually agree that they will not discriminate against anyone because of race, color, creed, age, sex or national origin. The parties further agree that each of them will comply with all state, federal, and local laws and regulations regarding Equal Employment Opportunity.

ARTICLE 5

PROCUREMENT OF LABOR

The Company shall notify the Indiana/Kentucky Regional Council of Carpenters when additional or replacement employees are needed. The Union agrees to refer applicants upon a non-discriminatory basis, to perform the necessary work when so notified within forty-eight (48) hours after receiving the request from the Employer. The decision with regard to the hire and tenure of all employees shall be made by the Employer. The Company shall have the right to request the services of individual employees by name and such requests when made shall receive due consideration and shall be fulfilled, if possible. The employer reserves the right to call for employees with current plant safety orientations on jobs where such certifications are needed as determined by the employer. The Union agrees to encourage members to volunteer to take plant safety training on their own time. Subject to all other terms of this Agreement, Employers may be allowed to employ individuals who have solicited employment. Prospective Employees who live in the immediate geographic area of the workplace will be given a preference based on said residence. Specific consideration as to the skills of the Employees will always be given in an effort to provide qualified workers for any contractor. No employer shall employ any person who he has induced to leave another job. After forty-eight (48) hours, the Employer may hire from any source it chooses. In the event an Employer hires applicants from sources other than the Out of Work list, for whatever reason, said Employer shall immediately notify the Union of the names and classifications and the dates of such hirings.

ARTICLE 6

CONTINUING EDUCATION

The parties signatory to this Agreement recognize the value of continuing education by craft workers in order to maintain a skilled, safe and competitive workforce. Requirements for safety training imposed by various owners and Employers will not allow untrained workers on the jobsite. Highly skilled and productive workers are a requirement to remain competitive in the construction industry.

The Employers strongly support the Continuing Education Program coordinated through the Joint Apprenticeship and Training Committee to keep members competitive and employable.

Participation in the Continuing Education Program in today's competitive environment is mandatory for every carpenter employed under this Agreement. Therefore, every bargaining unit employee shall complete at least sixteen (16) hours of continuing education training each year beginning June 1, 2002.

ARTICLE 7

WAGE RATES

A. Wage Rates

WAGES - June 1, 2004:

<u>Industrial</u>		<u>Commercial</u>	
Carpenter Journeyman	\$19.69	Carpenter Journeyman	\$17.76
Piledriver Journeyman	\$20.19	Piledriver Journeyman	\$18.26

Foreman rate shall be one dollar and fifty cents (\$1.50) above Journeyman scale.

General Foreman rate shall be two dollars (\$2.00) above Journeyman scale.

FRINGE BENEFITS:

Health & Welfare	\$4.05 per hour
Pension	\$3.14 per hour
Annuity	\$1.40 per hour
Apprenticeship	\$0.25 per hour
B.O.L.T. Substance Abuse Testing	\$0.08 per hour
U.B.C. Training Fund	\$0.04 per hour
U.B.C. Education	\$0.02 per hour
PACAF	<u>\$0.05</u> per hour
Total Fringe Benefits	\$9.03 per hour

PAYROLL DEDUCTIONS:

Payroll Deductions for the following counties of Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken, and Trigg in Kentucky and Lake, Obion and Weakley Counties in Tennessee; and part of Montgomery and Stewart Counties in Tennessee which form Fort Campbell shall be as follows:

Working Assessment	4.0 % of Gross Wages
Indiana/Kentucky Market Recovery	\$0.10 per hour
Indiana/Kentucky C.O.P.E. – voluntary	\$0.03 per hour

Payroll Deductions for the following counties of Hopkins, Logan, Muhlenberg and Todd in Kentucky shall be as follows:

Working Assessment	3.5 % of Gross Wages
Indiana/Kentucky Market Recovery	\$0.10 per hour
Indiana/Kentucky C.O.P.E. – voluntary	\$0.03 per hour

INDUSTRIAL

Effective June 1, 2005, an increase of \$1.20 on the INDUSTRIAL package will be distributed by the Union.

Effective June 1, 2006, an increase of \$1.20 on the INDUSTRIAL package will be distributed by the Union.

Effective June 1, 2007, an increase of \$1.25 on the INDUSTRIAL package will be distributed by the Union.

Effective June 1, 2008, an increase of \$1.30 on the INDUSTRIAL package will be distributed by the Union.

COMMERCIAL

Effective June 1, 2005, an increase of \$1.15 on the COMMERCIAL package will be distributed by the Union.

Effective June 1, 2006, an increase of \$1.15 on the COMMERCIAL package will be distributed by the Union.

Effective June 1, 2007, an increase of \$1.20 on the COMMERCIAL package will be distributed by the Union.

Effective June 1, 2008, an increase of \$1.25 on the COMMERCIAL package will be distributed by the Union.

Foremen shall receive not less than one dollar and fifty cents (\$1.50) per hour above Journeyman's pay. General Foreman shall receive not less than two dollars (\$2.00) per hour above the Journeyman's pay.

*Should the Union desire to allocate the wage increases to health and welfare, pension, payroll savings, annuity, dues check-off, or other related fringe benefits, it shall have the right to do so upon sixty (60) days written notice to the Employer requesting the allocation take effect upon a specified manner. Any changes shall be limited to anniversary dates, except for Health and Welfare changes required by Trustee action or mutual agreement of the Union and the Association.

B. APPRENTICES - Apprentices will be employed under the conditions as established by the appropriate Joint Apprenticeship Training Committee standards.

There shall be an apprenticeship and journeyman training fund. This fund shall be financed by a twenty-five cents (\$0.25) per hour contribution effective 6/1/2004 by each employer signatory to the agreement for each hour worked under this agreement by his employees.

C. The wage rates for Apprentices of all classifications shall be on a percentage basis as follows, and shall be interrelated to the nearest five (\$.05) cents of the Journeyman's wage rate.

1st six months	50% of the Journeyman rate
2nd six months	55% of the Journeyman rate
3rd six months	60% of the Journeyman rate
4th six months	65% of the Journeyman rate
5th six months	70% of the Journeyman rate
6th six months	75% of the Journeyman rate
7th six months	85% of the Journeyman rate
8th six months	95% of the Journeyman rate
Journeyman	100%

D. Employees working with materials treated with creosote or other injurious materials shall be paid twenty-five (\$.25) cents per hour in addition to the regular hourly rate. Employees working in areas where injurious gases openly

prevail shall be paid twenty-five (\$.25) cents per hour in addition to the regular hourly rate. Employees who are working on sites as described in 29 CFR Part 1910.120, and who have successfully completed the required forty (40) hours of training and any required refresher training, shall be paid at least fifty cents (\$.50) per hour in addition to the regular hourly rate. Premium rate shall apply to Foremen supervising said employees.

ARTICLE 8

PAYMENT OF WAGES

Employees shall be paid weekly during the regular working hours of the pay day as regularly established by each employer. When an employee is discharged or laid off, when working on the first shift Monday through Friday, the Employer shall make immediate payment to the discharged employee for services up to the time of such discharge. During shutdowns or turnarounds, when the employee is laid off on the second or third shift, or on Saturdays, Sundays, and holidays, the employer will have twenty-four (24) hours in which to pay the employee in full. This shall apply to local contractors signatory for at least a two year period or having a permanent office in the area for at least two years. Should an employee voluntarily quit, he shall receive his earned wages by mail on or before the regular established pay day. In the event employee is not paid off as described above, waiting time at the regular rate shall be paid until payment is made. Wages shall be in legal tender. The number of hours worked during the pay period must be shown on each pay stub. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing total earnings, the amount of deductions, purpose and net earnings.

ARTICLE 9

HEALTH AND WELFARE PAYMENTS

The Employers agree to contribute a sum of money established by the Trustees of the appropriate Health & Welfare Fund as designated by the Union for each hour worked whether at regular or overtime rates for all employees represented by the Indiana/Kentucky Regional Council of Carpenters and its affiliated Local Unions. The aforesaid employer contributions shall be paid to the appropriate Health & Welfare Fund as designated by the Union. Any increases established by the Trustees shall be taken from the total negotiated package on the anniversary dates of the Agreement.

The aforesaid Welfare Funds are administered pursuant to Agreements and Declarations of Trust. These Agreements and Declarations of Trust, together with all amendments, are incorporated by reference in this Agreement and shall be considered a part of this Agreement.

The Employer agrees that the Employer Trustee Representative presently serving as Employer Trustees shall act during their term of office as the Employer's Representative in connection with the Trust Estate of the Welfare Fund.

The payment of the Employer's contribution to the Fund shall be made monthly only to the Trusteeship on a date and in a manner and form that shall be prescribed by the Trustees of the Welfare Fund.

It is understood and agreed that the Welfare Fund contributions are due and payable on the 10th of each month, and that failure of any Employer to make his Welfare Fund payment by the 20th of the month on which it is due or for repeated failure to meet this payment by the 10th of each month, shall subject said Employer to the penalties as described in Article 17.

If the Welfare Fund is held to be improper or illegal under any applicable state or federal law during the term of this Agreement, the Employer may cease payment to said Welfare Fund, and at such time, further negotiations may take place between the parties with respect to the Health and Welfare Plan.

ARTICLE 10

PENSION FUND PAYMENTS

The Employers agree to contribute a sum of money, as established by the Union, for each hour worked whether at regular or overtime rates for all employees represented by the Indiana/Kentucky Regional Council of Carpenters and its affiliated Local Unions. The aforesaid employer contributions shall be paid to the appropriate fund designated by the Union. Any increases shall be taken from the total negotiated package on the anniversary dates of the Agreement.

The aforesaid Pension Funds are administered pursuant to Agreements and Declarations of Trust. These Agreements and Declarations of Trust, together with all amendments, are incorporated by reference in this Agreement and shall be considered a part of this Agreement.

The Employer agrees that the Employer Trustee Representative presently serving as Employer Trustees shall act during their term of office as the Employer's Representative in connection with the Trust Estate of the Pension Fund.

The payment of the Employer's contribution to the Fund shall be made monthly only to the Trusteeship on a date and in a manner and form that shall be prescribed by the Trustees of the Pension Fund.

If the Pension Fund is held to be improper or illegal under any applicable state or federal law during the term of this Agreement, the Employer may cease payment to said Pension Fund, and at such time, further negotiations may take place between the parties with respect to the Pension Plan.

ARTICLE 11

CREDIT UNION

Effective June 1, 2004 the Employer agrees to deduct an hourly amount authorized by the employee for the purpose of the Credit Union. The said amounts will be paid monthly to a depository designated by the Union. The Credit Union Fund deduction shall clearly designate the Employee's name and social security number in all reports submitted to the depository, providing however, the Employer pays on the same amount of hours reported in the monthly fringe benefits report and same is received by the bank.

The Union assumes responsibility for enrolling members and notifying the Employers of the proper withholding amounts, as well as changes, as necessary.

Employers are responsible only for withholding the authorized amount and forwarding said sum to the appropriate bank as designated by the Union. If the Employer forwards the correct amount and the monies are received by the Credit Union, the Credit Union assumes complete responsibility for all funds from that point.

ARTICLE 12

ANNUITY

Effective June 1, 2004, the Employer agrees to pay the sum per hour for each hour worked as directed by the Union from the total negotiated package, whether at regular or overtime rates, by all employees coming under the terms of this Collective Bargaining Agreement to the appropriate Annuity Trust Fund as designated by the Union. This Agreement and Declaration of Trust, together with any amendments thereto, is incorporated by reference in this Agreement and shall be considered a part thereof.

ARTICLE 13

DUES CHECK-OFF

Commencing on June 1, 2004, and continuing thereafter during the term of this agreement and in accordance with the terms of an individual and voluntarily written authorization for check off of membership dues and working assessments, the Employer shall withhold the sum specified by the Union. The amount deducted shall be made payable and transmitted monthly on Carpenter Fringe Benefit Fund Forms supplied to the individual Employer by the Unions.

ARTICLE 14

MARKET RECOVERY FUND

The parties to this Agreement agree to participate in the Market Recovery Fund Program. Employers further agree to deduct a total of ten cents (\$0.10) per hour worked by Employees of each Employer. Details of the Program are contained in the Articles of Incorporation and Bylaws, which are made a part of this Agreement by reference.

ARTICLE 15

INDIANA/KENTUCKY COMMITTEE ON POLITICAL EDUCATION

The parties to this Agreement agree that if any Brotherhood employee wishes to make a voluntary contribution of three cents (\$0.03) per hour for each hour worked to the Indiana/Kentucky Committee on Political Education, and authorizes the employer to make such a 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 on the appropriate monthly reporting form.

ARTICLE 16

NATIONAL UBC TRAINING AND EDUCATION FUNDS

In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of four cents (\$0.04) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Training Fund. The parties also agree that the Employer shall make a contribution of two cents (\$0.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Education Fund. Payment shall be made to the UBC Funds on the appropriate monthly reporting form. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training and Education Funds as they exist and as they may be amended or restated, and to such rules, regulations, and other governing documents adopted pursuant to such Trusts. Upon request, the Employer may receive the latest annual report prepared for the Training and Education Funds.

ARTICLE 17

DELINQUENCY

It is understood and agreed by all parties to this Agreement that contributions to the various funds, as set out in this Agreement, are due and payable on the tenth (10th) of each month, and failure of any Employer to make their payments to the various funds by the twentieth (20th) of the month shall subject said Employer to the following:

PENALTY NUMBER ONE: A fine for liquidated damages set by the trustees of the respective funds, for the Employer's delinquency.

PENALTY NUMBER TWO: The delinquent Employer shall, at the request of the trustees of the various funds set out above, be required to furnish a surety Bond, not to exceed two thousand five hundred dollars (\$2,500.00), to insure said Employer's future payments to the Fund will be made on a timely basis.

PENALTY NUMBER THREE: The Union, at its option, but after written notice to the Employer and after allowing the Employer seventy-two (72) hours from receipt of such notice to correct the situation may exercise its economic strength against the delinquent Employer, by picketing said Employer at their various construction projects, to protest the Employer's continued delinquency. Said picketing shall not be considered a breach of this Agreement. It is understood and agreed to by and between the parties to this Agreement, that the remedies listed above, for the Union to pursue in the case of a delinquent Employer, are not exclusive but are in addition to all other remedies legally available to the Union at the time of said delinquency.

ARTICLE 18

HOURS AND OVERTIME

Regular working hours shall be eight (8) hours work per day, any time between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with thirty (30) minutes designated for lunch.

If the Lunch break does not occur between 11:00 a.m. and 1:00 p.m., or equally adjusted hours for second (2nd) or third (3rd) shifts, overtime will be paid for that one-half hour period at the applicable rate. A one-half hour paid period for lunch will still be allocated outside the normal time range for the lunch period.

The employer agrees that there will not be any staggered starting time for employees in any shift unless it is mutually agreed between the Employer and the Union, and signed in letter form.

Makeup Day (Four-10 Hour Days)

At the discretion of the Employer and the Union, a four (4), ten (10) hour day work schedule may be worked, if permissible by law or state regulation. Only Friday would become the makeup day in a four (4), ten (10)-hour day work schedule. When the Friday makeup is used, it is agreed that if the "majority" of a crew has not performed work thirty (30) or more hours, a voluntary makeup day may be scheduled for the entire crew. Under said makeup day provisions, employees having more than thirty (30) hours will be allowed to work the entire shift if a makeup day is used. If the employees work more than forty (40) hours in the work week or more than ten (10) hours per day, they shall be paid at the appropriate overtime rate. In the event of a makeup day, it shall be voluntary on the part of the carpenter, and the declining of such work shall be without penalty or recrimination. Notice will be given by noon Thursday if a makeup day is to be worked.

The Employer will designate a starting time within the hours as set forth above on any given project, and the starting time shall remain the same for the duration of the project unless changed by the Employer for legitimate business considerations.

Time and one-half shall be paid for all hours worked in excess of eight (8) hours worked per day, (or ten (10) hours if four (4) ten (10) hour day schedule) Monday through Friday and for all hours worked on Saturday. Double time the basic rate shall be paid for all work performed on Sundays and holidays.

In the determination of time for the purpose of this Agreement, the system of time shall be followed which predominates in commercial and industrial employment in the area of the jobsite.

Shift work - If the Employer wishes to work two (2) or three (3) shifts, the working hours of each shift shall be mutually agreed between the Business Representative of the Union and the Employer or his representative, and in no case shall an employee be allowed to work more than eight (8) hours unless overtime is paid. The Union Business Representative shall not withhold agreement on working hours of the shift except for valid and compelling reasons connected with this Agreement.

When two (2) or more shifts are to be worked for two (2) or more consecutive days, the first shift shall work eight (8) hours and receive eight (8) hours pay, the second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay plus twenty-five cents (\$0.25) per hour shift premium, the third shift shall work seven (7) hours and receive eight (8) hours pay plus fifty cents (\$0.50) per hour shift premium. Any hours before or after regular shift hours on the second or third shift shall be considered overtime.

When working two (2) twelve (12) hour or two (2) ten (10) hour shifts, the second shift shall receive an additional fifty cents (\$0.50) per hour shift premium plus work eleven and one-half or nine and one-half hours and receive twelve (12) or ten (10) hours pay as applicable.

However, if the Employer performs a project, where such project will not exceed two (2) days, the Employer will be permitted to apply shift work on such project and such application shall not be considered a violation of this Agreement.

ARTICLE 19

REPORTING TIME PAY

If an employee reports for work on any work day and is not put to work on that day, he shall be paid two (2) hours pay for reporting to work unless he has been previously notified not to report to work. In order to be paid the reporting pay, the employee must report to work at the starting time of the shift and be available for work and remain on the jobsite up to two (2) hours, unless released by the Employer.

Employees who commence work shall be guaranteed two (2) hours pay and after the second hour shall be paid for actual time worked.

An employee being paid under these circumstances may be required by the Employer to remain on the job for the length of the time for which he is paid.

It shall be the responsibility of the employee to furnish to the Employer the telephone number at which the employee may be called regarding reporting to work.

Four (4) hour minimum pay on call-ins on other than normal work day or shift shall apply.

ARTICLE 20

HOLIDAYS

The following schedule of holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

If a holiday falls on a Sunday, it will be observed the following Monday and if a holiday falls on Saturday, it will be observed on Friday.

No bargaining unit member will be permitted to work Labor Day except to save life or property.

ARTICLE 21

FOREMEN

When two (2) or more Carpenters are employed by any one Employer, one shall be designated as Foreman. When an employee is designated by the Employer to assume this responsibility of directing of other employees covered by this contract, such employee shall receive Foreman's rate of pay.

A Carpenter Foreman shall not have more than twelve (12) men in his crew or work with his tools with more than five (5) men in his crew. When there are two (2) Foremen on the job, there shall be a General Foreman. No General Foreman shall have more than five (5) Foremen under his supervision. Piledriver crews shall consist of not less than five (5) men and a Foreman. Apprentices will not be counted in the determination of crew sizes.

ARTICLE 22

STEWARDS

A steward may be appointed on each job by the Business Representative of the Regional Council. The Union shall notify the Employer in writing of their selection. A steward shall be a qualified craftsman in the area of the trade in which they are employed. All stewards shall be working stewards.

The steward shall work as long as there is work on the job and they are qualified to perform such work. They shall not be discriminated against for the performance of their duties. The steward shall not be laid off except for just cause. The steward shall be one of the last two (2) employees to be laid off in case of a temporary layoff or shutdown. When the job is restarted, the steward shall be one of the first two (2) employees recalled.

Should any employee be taken sick or meet with accident while working on the job, the steward shall report this to the Union and shall take care of their tools during the employee's absence from the job site.

It shall be the duty of the steward to work harmoniously with the Contractor to see that the job proceeds smoothly. The steward is also to uphold the contract, federal, state and local laws and regulations.

ARTICLE 23

HEALTH AND SAFETY

When required for safety, there will be a Welder Tender working with each welder. No tools or devices will be used that are considered unsafe to the employee.

ARTICLE 24

SUBCONTRACT CLAUSE

The Employer agrees not to subcontract or sublet any work covered by this Agreement that he has traditionally and historically done with his own work force, to any person, firm, or corporation which will not follow the terms and conditions of this Agreement. Also, it is agreed that all work sublet by parties to this Agreement will be sublet to contractors who will recognize International Jurisdictional Agreements and decisions of record made in the Green Book.

An Employer acting in the capacity of a construction manager agrees that it, or any of its subcontractors, will not contract or subcontract carpentry work to be done at the site of construction, alteration, or repair of the building, or structure except to a person, firm, or corporation party to a current Labor Agreement with the Union. A construction manager is defined as one who has no field employees on that project.

ARTICLE 25

GRIEVANCES AND DISPUTES

In the event of a dispute arising between the parties to this contract on any matter covered by the contract, other than hours of labor and rates of pay, that cannot be adjusted between themselves, they shall within forty-eight (48) hours, appoint three (3) members each, who are able and willing to serve on an arbitration board. The members so selected shall, within forty-eight (48) hours, appoint a seventh (7th) member to umpire, who shall render a decision, which shall be final and binding. This decision shall be given within sixty (60) days. Any costs shall be borne equally by the parties involved.

ARTICLE 26

JURISDICTIONAL DISPUTES

It is agreed the jurisdiction of work in this Agreement is generally accepted as being the work of the Indiana/Kentucky Regional Council of Carpenters. It is further agreed the jurisdiction and jurisdiction of work referenced to in the wage classification and elsewhere in the Agreement is the jurisdiction of the work claimed by the Union and nothing contained, herein, shall make it mandatory for the Employer to accept the claim of jurisdiction as being binding upon them. The Employer does not waive any of his/her rights by permitting the inclusion of the jurisdiction of work in this Agreement.

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 the representatives of the International Unions of all disputed trades should meet to try to bring about a satisfactory or mutual understanding with the Employer. The Employer and the Union agree there shall be no stoppage of work at any time over the resolution of the jurisdictional disputes.

ARTICLE 27

MODIFICATION OF AGREEMENT

It is expressly understood and agreed that the above constitutes a working contract between the parties hereto and that this contract shall be in full force and effect from June 1, 2004 through May 31, 2009, and each year thereafter, unless prior to any expiration date, sixty (60) days written notice is given by U.S. Registered Mail, by one of the parties to the other, of its desire to modify said contract, at its next expiration date.

ARTICLE 28

SAVINGS CLAUSE

Nothing in this contract shall be construed or is it intended to be contrary to any State or Federal Law. In the event any provisions of this contract shall become legally invalid or unenforceable due to change by State or Federal Law, such invalidity and unenforceability shall not affect the remainder of the provisions of this Contract.

ARTICLE 29

NON-DISCRIMINATION

It is agreed that neither the Employer nor the Union shall engage or encourage employment practices which discriminate against applicants or employees on the basis of race, color, creed, religion, age, sex, or national origin.

ARTICLE 30

GENERAL CONDITIONS

- A. It is agreed that a fair day's work shall be rendered for a fair day's pay.
- B. There shall be no restriction of the use of machinery, tools, or labor saving devices, provided that such are to be furnished by the Employer. No tools or devices will be used that are considered unsafe to the employee.
- C. As provided by law, the Union shall permit its members to work only for those contractors or employers who are a party to a contract providing for Workers Compensation Insurance, Unemployment and Federal Old Age Benefits on each individual worker, and who comply with the Safety Standards as set forth by State and/or Federal Law, and who pay the rates of wages as specified in this contract. The Union shall not allow its members to do piece work or labor subcontracting for anyone.
- D. Employees will be required to have their tools in good working condition when reporting for work to a Contractor. Safety shoes and prescription safety glasses will be furnished by the employer except in instances where contaminated items may be restricted from leaving the job site.
- E. No employee shall be permitted to work for one employer while employed by another.
- F. When an employee is laid off, he shall be notified one (1) hour prior to the time of termination.

The Employer agrees as follows:

G. To carry Workers Compensation Insurance, Unemployment and Federal Old Age Benefits on all its employees, which benefits the Union hereby accepts for and on behalf of its members.

H. To employ sufficient Journeyman Carpenters, as tool sharpeners and/or repairmen, to maintain tools of employees employed. All sharpening devices shall be furnished by the Employer. In the absence of a tool sharpener, employees will be permitted to sharpen their own tools during working hours, at the expense of the Employer.

I. To furnish a shed or provide shelter suitable for the employees, tools, and clothing, and be responsible for same when left in such places as designated by the Employer. A heating stove shall be furnished in such shed. Drinking water shall be furnished with ice water from April 15 to November 1. Suitable sanitary toilet facilities shall be furnished at all times.

J. The employer will furnish the first pair of regular safety glasses, and will replace any safety glasses (regular or prescription) that are broken at the job site.

ARTICLE 31

INDUSTRY ADVANCEMENT FUND

The employer does hereby agree to contribute five cents (\$0.05) 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, lock-out 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

ARTICLE 32

WORK PRESERVATION CLAUSE

The Employer agrees, consistent with the provision to Section 8 (e) of the Labor-Management Relations Act of 1947, as amended, that all work of every description normally and historically performed by Carpenters, Piledrivers, and Lathers in the Indiana/Kentucky Regional Council area shall be performed under the terms and conditions of this Agreement exclusively at the site of the construction, alteration, or repair of a building, structure, etc. It is the intent of this Agreement that all work be performed exclusively at the construction site or the contractor's shop by employees, in the bargaining unit under the terms and conditions of this Collective Bargaining Agreement whether the work is performed by an Employer signatory to this Agreement or is subcontracted by a signatory Employer to another person, firm or corporation.

ARTICLE 33

PRE-JOB CONFERENCE

In order to carry out the intent of this agreement and to insure the uniform application of the covenants contained herein, the parties agree that prior to starting time, any job involving the employment of more than two (2) employees, the parties hereto shall meet and hold a pre-job conference when requested in writing by either party.

ARTICLE 34

APPRENTICESHIP RATIO

When available, one (1) apprentice will be required for Employers working two (2) to five (5) Journeymen, and one (1) additional apprentice to each five (5) additional Journeymen working on the job.

ARTICLE 35

MOBILITY

The Employer may utilize employees hired under the terms of this agreement in areas covered by another Collective Bargaining Agreement with the Indiana/Kentucky Regional Council of Carpenters and employ said employees at a site covered by another contract with the Union, provided, however, that the Employer may employ an employee living in the area covered by that agreement who may be designated by the Union as steward for that job.

ARTICLE 36

PROJECT AGREEMENT

The Union agrees, when Employers signatory to the Collective Bargaining Agreement of the Union are bidding work in the geographical jurisdiction covered by the Agreement and feel that their competitive position with other Employers 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 the Agreement is to make the signatory Employer or Employers who are bidding the aforesaid work more competitive with Employers who are not signatory to the Agreement. The amendment includes, but is not limited to, adjustment in wages and working

conditions. The Union shall give notice to the WKCEA by phone and writing, within twenty-four (24) hours of agreeing to a Project Agreement. Time shall be of 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 than 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 that project or job site agreement expires, then work is subject to the regular terms and conditions of this Agreement.

ARTICLE 37

DRUG PROGRAM

The Union and the West Kentucky Construction Employers Association, Inc. and any signatory employers hereby agree that the drug testing programs developed by the joint efforts of the Union and the area contractor's associations are incorporated by reference herein and made a part hereof of this Agreement.

The Employer and the Union further agree to abide by the Drug Testing Program adopted under BOLT. BOLT is the program identified as Builders and Organized Labor Together Substance Abuse Policy and Trust Agreement. The Union and the 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.

If an employer's written policy requires exclusive use of the BOLT program, that policy shall prevail. Employers may require BOLT drug testing when requesting a carpenter.

The Employer agrees to pay each month not later than the 10th day of the following month, the sum of eight cents (\$0.08) per hour for each hour worked, on all Employees covered by this Agreement to the appropriate Trust Fund as designated by the Union. The Trust Fund will then remit said contributions to the BOLT Substance Trust on a monthly basis.

Any additional monies necessary to fund the BOLT Substance Abuse Testing Program will be an Employer contribution in addition to the package increase received by the Employees.

IN WITNESS WHEREOF: The parties hereto have affixed their signatures by their duly authorized representatives, the day and date as above mentioned.

APPROVED:
United Brotherhood of Carpenters
and Joiners of America, Indiana/Kentucky
Regional Council of Carpenters,
for and on behalf of Local Union 357

APPROVED:
West Kentucky Construction
Employers Association, Inc.

David Tharp
Executive Secretary-Treasurer
Business Manager

Mike Gerescher

Don Mitchell

Chris Black

Mike Harper

Marty Johnson

Steve Baird

Lewis Bowles

**2004-2009
WEST KENTUCKY CARPENTERS AGREEMENT**

Name of Firm or Contractor

Home Address of Firm or Contractor

City

State

Zip

BY: _____

Signature of Representative

DATE: _____

NAME AND ADDRESS OF INSURANCE
COMPANY WHICH SUPPLIES
COMPENSATION INSURANCE

Name of Insurance Company Policy Number

Address of Insurance Company

City State Zip

Please detach and return to:

**Indiana/Kentucky Regional
Council of Carpenters
2029 Cairo Road
Paducah, Kentucky 42001**

Union Representative

Employers Copy

**2004-2009
WEST KENTUCKY CARPENTERS AGREEMENT**

Name of Firm or Contractor

Home Address of Firm or Contractor

City State Zip

BY: _____
Signature of Representative

DATE: _____

NAME AND ADDRESS OF INSURANCE
COMPANY WHICH SUPPLIES
COMPENSATION INSURANCE

Name of Insurance Company Policy Number

Address of Insurance Company

City State Zip

Please detach and return to:

**Indiana/Kentucky Regional
Council of Carpenters
2029 Cairo Road
Paducah, Kentucky 42001**

Union Representative

Please detach and return to
Carpenters Local Union 357