

June 1, 2004 to May 31, 2007

**MILLWRIGHT LOCAL 1080
AGREEMENT**

**NEGOTIATED
By and Between**

**WEST KENTUCKY CONSTRUCTION
EMPLOYERS ASSOCIATION, INC.**

AND

INDIANA/KENTUCKY REGIONAL COUNCIL OF CARPENTERS

On Behalf of

MILLWRIGHT LOCAL 1080

**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 Millwright Local 1080, 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 Millwright Local 1080, 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, District 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, Local Union 1080, 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
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. RESPONSIBILITY FOR HIRING The Employer may contact the Local Union having area jurisdiction for any or all employees for any job covered by this Agreement.

If the Employer does job site hiring, it is agreed that the Employer will notify the Union with twenty-four (24) hours after such job site hiring.

The Employers from outside the geographical area of the Indiana/Kentucky Regional Council of Carpenters upon becoming signatory to this Agreement shall be permitted to bring one (1) employee (working Foreman or Key Man) and thereafter employees required for each job shall be obtained from Local area as long as Local people are available and qualified to do the particular jobs involved. Should the Union be unable to furnish the Employer with acceptable employees with forty-eight (48) hours of the Employer's request for such employees, the Employer may obtain employees from any available source.

The Employer shall have the right to reject any applicant for employment so long as said rejection is not done in violation of the rights of any referred applicant.

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

Overtime

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 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 shall be paid for any and all work in excess of twelve (12) 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 times the normal rate of pay, up to four (4) hours. All work performed on Saturdays shall be paid at the rate of time and one-half for the first twelve (12) hours worked and at double 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 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) 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 twenty-five (.25) cents more per hour and shall not end later than 12:30 a.m. If second shift is scheduled to end after 12:30 a.m., employees shall receive eight (8) hours pay for seven and one half (7 ½) hours worked with thirty-five (.35) cents more per hour. 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 11th and 12th hour shall be paid at time and one half (1 ½) and any additional hours in the work day shall be paid at double time (2x).

General Pay Rule

- 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 four \$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 Local 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 rodman 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**

The Union and Employers agree to comply with all applicable federal, state and local laws, regulations, rules, directives and orders lawfully proclaimed by agencies having appropriate jurisdiction with regard to acceptance, selection, classification and referral of applicants for Union membership and/or applicants for employment, without discrimination because of race, color, national origin, creed, religion, age or sex.

The Union further agrees that it will provide the Employer with all information necessary to enable the Employer to comply with the foregoing statutes, orders and regulations, including the preparation and filing of such reports as may be necessary.

**ARTICLE IX
Grievance and Arbitration Procedure**

Should any dispute arise between the parties signatory to this Agreement, relative to interpretation hereof or concerning any matter regarding the working conditions, which is not specifically covered by this Agreement, such differences shall be settled in the following manner.

Step 1: The dispute shall be settled between the appropriate steward and the individual Employers representative in charge of the job.

Step 2: If the steward and the Employers representative on the job are not able to settle the dispute or grievance within twenty-four (24) hours, the steward and the individual Employers representative shall reduce the grievance to writing and it shall be settled by the Employer (or its chief officer) and the Business Representative. 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.

Step 3: 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. Said committee shall meet within five (5) working days following receipt of written notice to the Union and to the Negotiating Committee for the Contractors 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.

Step 4: 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 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 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 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 cannot agree upon such impartial arbitrator with five (5) working days from 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. 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. 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. 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.

ARTICLE X Jurisdictional Procedure

Millwright Local 1080 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 Contractor 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 agrees, when contractors signatory to the Collective Bargaining Agreement are bidding work in the geographical jurisdiction covered by the 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 contractor or contractors 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 contractor or contractors who are bidding the aforesaid work more competitive with contractors 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 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 contractor or contractors 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 contractors 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**

Zone 4

Effective June 1, 2004 to May 31, 2005 the wages and fringe benefit rates 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.

Base	H&W	Pen.	Annuity	App. Fund	BOLT	UBC H&S	PACAF	**Mkt. Rec.	Work Assmt.	*Leg. Fund	*Vac. Fund
Journeyman											
21.33	4.05	3.67	2.60	.35	.08	.06	.05	-.10	-3 ½%	-.03	-1.00

Foreman +1.50

Gen. Foreman +2.25

*Optional, need card signed.

Fringes based on hours worked.

\$1.23 increase effective June 1, 2005—Distribution to be determined.

\$1.20 increase effective June 1, 2006—Distribution to be determined.

ARTICLE XIV
Apprentice Program

The Employer and Union, parties to this Agreement, recognize that an Apprentice Program is presently in effect and governed by a Joint Apprenticeship Committee formed by the Employer and the representative of the Union, the Indiana-Kentucky Regional Council of Carpenters and Millwrights. Said Joint Apprenticeship Committee has equal representation from both the Union and the Employer. The Union and the Employer, and/or the Undersigned Contractor agree to be governed in its Apprenticeship Program by the Joint Apprenticeship Committee formulated by the Employer and the Indiana-Kentucky Regional Council of Carpenters and Millwrights.

Apprenticeship wage rates will be as follows:

- 1st Six Months – 60% of Journeyman Rate of Wages
- 2nd Six Months – 65% of Journeyman Rate of Wages
- 3rd Six Months – 70% of Journeyman Rate of Wages
- 4th Six Months – 75% of Journeyman Rate of Wages
- 5th Six Months – 80% of Journeyman Rate of Wages
- 6th Six Months – 85% of Journeyman Rate of Wages
- 7th Six Months – 90% of Journeyman Rate of Wages
- 8th Six Months – 95% of Journeyman Rate of Wages

*NOTE: See Article XVIII for contribution rate.

ARTICLE XV
Working Assessment

The Employer will deduct from the pay of each employees the amount designated by the Union of the gross wages for dues assessments to the Indiana/Kentucky Regional Council of Carpenters on all hours paid to each employee in the unit covered by this Collective Bargaining Agreement including premium hours, from the pay of each employee who signs the authorization form.

These deductions shall be made from each week's paycheck and shall be remitted to the Indiana Regional Council of Carpenters account once each month, no later than the twentieth (20th) day of the next following month.

If an Employer, upon forty-eight (48) hours written notice of default, fails to pay wages, Pension, Health and Welfare, Vacation, Pension, Pension Annuity or Apprenticeship contributions, the Grievance Procedure in Article IX shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket, until such failure has been corrected. However, this clause shall be inoperative if the amount of wages, benefits or withholdings are bonafidely disputed. In such instance the Employer shall then pay the wages admitted due and the balance shall be settled by Grievance Procedure as provided in Article IX.

**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 the 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 beginning June 1, 2004 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 2005 and 2006, 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. UBCJA Training and Health Funds of North America: In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of four cents (\$.04) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Apprenticeship & Training Fund. The parties also agree that the Employer shall make a contribution of two cents (\$.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Health & Safety 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.

5. (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.

6. Market Recovery Fund: The Indiana/Kentucky Regional Council of Carpenters Market Recovery Fund of ten cents (\$.10) per hour is to be deducted by Employer from the employee's wages and forwarded to designated fund established by the Union.

7. Legislative Fund: If the employee signs a voluntary withholding authorization form, the Employer agrees to withhold from the Employee's wages three cents (\$.03) per hour for a Legislative Fund, which shall be remitted to the Union on or before the twentieth (20th) day of month following the close of the previous month's payroll. The rights and obligations of all parties involved are covered by a Memorandum of Agreement between the Union and Contractors.

8. Apprenticeship Fund: Contractors agree, beginning June-1-2004 to contribute thirty-five cents (\$.35) per hour worked to the Indiana-Kentucky Regional Council Apprenticeship Fund. 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 Surety Bond

Each EMPLOYER signatory to this Agreement agrees that at the time of execution of this Agreement or within sixty (60) 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 or Kentucky. The surety bond shall be payable to a financial institution, designated by 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 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 principle amount of the bond shall be:

One (1) to Five (5) Employees	\$ 5,000.00
Six (6) to Ten (10) Employees	\$10,000.00
Eleven (11) or more Employees	\$24,000.00

The Association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of \$25,000.00. The Union may withdraw bargaining unit employees from EMPLOYERS who fail to maintain the bond required by this Article.

The EMPLOYER acknowledges that the Surety Bond is to secure the payment of wages (out of which are deducted authorized union dues) and contributes to the Fringe Benefit Funds, and hereby assigns all right, title and interest in the Surety Bond to the financial institution, designated by the Union, as a priority interest to supersede the claims of all EMPLOYER'S creditors, for the exclusive purpose of securing such payment and contribution.

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.

TERMINATION

This contract shall become effective upon its execution and shall continue in full force and effect through the 31st day of May, 2007 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.

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

EXECUTED THIS 1st day of June 2004.

**WEST KENTUCKY CONSTRUCTION
EMPLOYERS ASSOCIATION, INC.**

**INDIANA-KENTUCKY REGIONAL COUNCIL OF CARPENTERS
MILLWRIGHT LOCAL 1080**

ACCEPTANCE OF AGREEMENT

The undersigned has read and hereby approves the Agreement entered into by and between the Indiana-Kentucky Regional Council of Carpenters Millwright Local 1080 of the United Brotherhood of Carpenters and Joiners of America, Indianapolis, Indiana and Southern Indiana Millwright Contractors, effective May 1, 1994 through April 30, 2003 and accepts the same and hereby becomes one of the parties hereto.

The undersigned also agrees to be bound by the terms and conditions of the Agreement negotiated by and between Millwright Local 1080 and the Owensboro Area Mechanical Contractors (Zone 1A) and the Southern Indiana Mechanical Contractors (Zone's 1, 2, 3).

Company _____

Address _____

Phone _____

By _____

Date _____