

THIS AGREEMENT made this **JUNE 1, 2009**, between the **MID-CENTRAL ILLINOIS MILLWRIGHT CONTRACTORS ASSOCIATION** hereinafter called **EMPLOYER** and the **MILLWRIGHT LOCAL UNION #1051**, affiliated with the **MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS**, of which are affiliated with the **UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**, hereinafter called **UNION**.

Any employer, not a member of the Employer as referred to above, may receive the benefits and assumes the obligations of this Agreement and by agreeing to be bound by the terms and provisions thereof.

WITNESSES

WHEREAS, the parties have heretofore, through a series of negotiations and conferences, come to mutual agreement on various matters affecting the relationship between the parties, and are desirous of reducing said agreements to writing.

The Employer members are engaged primarily in the building and construction industry, and as such, the **EMPLOYERS**, and the Union have a common interest in same. The **EMPLOYERS** and the Union hereby pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. The Employer members being in the building and construction industry, excellence and safety of endeavor are prime requisites to the continuation and success, of the business of each **EMPLOYER**.

VALIDITY

In the event that any article, paragraph, or section of this Agreement, and any amendments thereof, shall be invalid, then neither of the parties hereto shall be bound to said portion invalid, but the said articles, paragraphs, and sections shall be deemed to be separable,

and the invalidity of any portion thereto shall not affect the validity of the remainder.

ARTICLE I PURPOSE

Section 1. The purpose of this Agreement is to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strike or lockout on all projects covered by this Agreement. It is also the intent of the parties to set out uniform standard working conditions for the efficient operation of said construction work to establish and maintain harmonious relations between and among all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts or delays in prosecution of the work undertaken by the Employer.

Section 2. This Agreement is an effort by the parties to implement those improvements which will encourage Buyers of construction services to utilize the Employer and Employee Unions signatory to this Agreement.

Section 3: In the event the Union enters into an agreement that contains more favorable terms or conditions the Association will have the right to adopt said agreement immediately. The Union shall provide notice to the Employer Labor Committee of any term that is different from this Agreement within Five (5) business days of the new term becoming effective

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Agreement shall apply to all construction, repair, and rehabilitation and all industrial maintenance work not covered by a maintenance agreement. This Agreement shall cover all employees employed by the Employer engaged in work coming under all

classifications listed under the trade autonomy of the United Brotherhood of Carpenters and Joiners of America.

Section 2. The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by members of the United Brotherhood and shall be performed by Millwrights. The burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade (regardless of material used).

Section 3. MILLWRIGHT OCCUPATIONAL SCOPE. This Agreement covers all millwright work including, but not limited to the following; power rigging, installation, maintenance and removal of all engine motors, dynamos, generators, Gas, Steam, Hydro, Nuclear, Wind and Solar Powered turbines, printing presses, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, paper making machines, ball mills, roller mills, hammer mills, elevators, escalators, man lifts, bottling-canning factory equipment or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The rebitting of all machinery, all cutting, burning, and fabricating of all supports connected therewith. The installation of all laundry, kitchen and restaurant equipment. The repairing of all hand trucks, overhead chain conveyors, and power driven conveyors. (Description of one type of conveyor; a conveyor is a machine which, after assembled, will perform work the same as any other mechanical machine or equipment). All fabrication, installation, dismantling and maintaining of all conveyors, including screw, belt, bucket, roller, jet belt and slate, spiral chutes and all channel type free trolley I-beams and all types of monorails and tram rails, including conveyors built of wood, steel, pipe, or fiber, riveted, bolted, welded, and all supports and adjuncts connected therewith. All fabrication, installation, dismantling, and maintaining of all chain type, dragline, air-veyor, power-driven, pipe-constructed conveyors including all other supports and adjuncts necessary for their installation. All grain

handling devices, all scales, all grain mills, crushers and beaters. All drives such as rope belt, chain, friction, gears and raw hide. All driver screens, dodge belts and gears, extractors and expellers all agitators, barrel hooping machines, sewing machines, and case sealing machines. Setting and maintaining of all portable mixers, the making, setting, drilling and pouring of all bolts for the installation of machinery and equipment. All coal handling machinery, drive crushers, and conveyors of steel or wood, pile, or fiber. Framing and setting of all bridge trees of wood, all foundation beams or timbers used for the reception of machinery. The handling of all hand and power rigging. The erection of all derricks to be used by millwrights and the installation and dismantling of machinery in floor, cereal, cotton, wool, twine, paper, steel, saw, cement, power house, sugar refineries, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills, and other factories, where shafting and machinery is used, and any other work where millwright tools are used. The installation of recreational equipment in connection with bowling alleys such as pin-setters and related equipment in its entirety. The handling of all hand and power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery, equipment, and its adjuncts. The installation of all rigging beams whether they be temporary or permanent. Pile driving and the handling of all diving equipment and diving. The installation of all air-veyors, cable draglines, and its guides, all hydraulic cylinders and linkage whether they be operated by air, oil, or electricity. Transfer cars and its rails for heat treat or similar furnace. The installation of all x-ray equipment. The fabrication and erection of all scaffolding required for the installation of machinery and equipment. The fabrication, setting, and dripacking of all shims, sole plates, and machine bases, whether they are steel, wood or fiber for the installation of all precision setting of atomic reactor intervals, The power rigging and installation of comminutor, faminutors, degreaser, rotometer, dehumidifier, benches, control panels, washers, anvils, welding equipment, shelving, hydraulic units, furnaces, utility sheds, refrigerators, stoves, deep freezers, pipe threaders, paint booths, gauge tests, shroud

boxes, scald machines, disintegrator, dehairing machine, filter presses, rotary filters, and the installation of stunning pens and doors, live bottom hoppers, and the installation of two tripe will be performed by Millwrights. The power rigging and installation of paper, steel, plastic, and aluminum rolling mills and related equipment. The installation of cooling towers regardless of type. Installation, fabrication, and welding of plastic materials. The power rigging and installation of sewage disposal systems, pollution equipment, bakery equipment, meat processing equipment, rendering equipment, laboratory equipment, pallet racks, storage bins, food dispensing equipment, dock boards, and hoods, supermarket warehouse equipment, and scraping out of machinery and its related equipment. The running in of all machinery; the covering, making and installation of all skids for machinery regardless if they are wood, steel, or fiber and removing of same; the erection and fabricating of all pallet racks; the installation of gym equipment such as basketball back stops; installation of all load cells, eddy current clutches, bindicators, and magnetic separators regardless of type; the installation of floor rails regardless of type, the installation of rails for transfer cars, gantry and overhead cranes regardless of size and type; and installation of all material handling conveyors whether they be temporary or permanent; the handling of all optical tooling equipment, transits, laser, and precision instruments for the setting of machinery; the installing of anchor bolts, cinch anchors, self tapping anchors, and any device for the securing of machinery and its adjuncts; the forming, mixing of grout, grouting, and dripacking of all machinery; the installation of machinery foundations; the installation of rotary valves, slide valves, (mechanical or hand operated) chutes and spouts regardless of gauge; and the steam cleaning of all machinery; the handling, cleaning by any means, erecting, installing, and dismantling of all machinery and equipment; the installation of escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery; all handling, setting and machining of all sole plates regardless of what they support; all drilling, tapping, and welding that may be required; lubrication of all equipment and

machinery is the work of millwrights; any exterior forms of the containment vessel; the complete setting and leveling by any means of the ring girder or bases plus any necessary cleaning, scraping, or machining; all apertures or openings; including access door frames, etc., in the containment vessel will be rigged, placed, aligned, and secured by any means by millwrights; the placing, leveling, and aligning of the reactor vessel, including the use of optical instruments,, laser or maser beams; the installation and securing of biological shield interior plats; exterior plates and/or forms for biological shields where a void is poured with concrete shall be considered a form and shall be placed and secured in its entirety by millwrights; the precision alignment and leveling, including bolting and cleaning, scraping, or machining and the measuring and torquing of bolts; installation of the rod pressure housing, push rods and drives, shut-down rods and drives and guide sleeves; the field welding in conjunction with the control rod drive housing will be performed by millwrights. The wiring of core starters, core winders, or any similar work on machinery. The handling and installation of vibratory conveyor, neutralizer, shadow drafts, extruders, dehumidifiers testing equipment, laboratory equipment, refrigerators, and dynamometers will be performed by millwrights. The set up and operation of all machine tools on the job site whether they be portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc., used for the setting and fitting of any equipment. The setting, welding, and installation of the supporting steel for the control of drives. The handling and installation of the supporting steel for the control rod drives. The handling and installation of all cribbing. The assembly of ladle cars. The installation of lubricators and the lubrication of all machinery and equipment. The installation and handling of all garage equipment including hoists, wash racks, and aligning equipment. The rigging and setting, and installation of all stage equipment, stage lifts, background equipment, curtains, cables, sheaves, hydraulic devices and all other related stage equipment installed in art buildings, theatrical buildings, and music buildings. The rigging, setting, fabrication, refabrication, welding, bolting, and installation of bin

activators. The mixing, rodding, and placing of all cement base materials, grout, por-rok, or any other material or substance used for pumps, compressors, machinery, conveyors, or other equipment and related equipment that is installed by millwrights. The installation, rigging, and setting of all dental chairs and related dental equipment, The installation of all conveyor systems in banks or savings and loan associations, regardless of trade names or method of operation of conveyors. The rigging and installation of all cylinders air or hydraulic regardless of their function. All start up and run in crews for flushing of lubricating systems, filters and reservoirs. Lubricating systems and filters, before and after initial starting of pumps, compressors, machinery and equipment to be served shall be cleaned by millwrights. All cleaning of reservoirs and filling by any means of reservoirs. Control of all equipment used for purpose of heating and/or cooling the oil flowing through lubricating systems. All rails regardless whether carrying mechanical activated equipment or not and the installation of all standard railroad track. The installation of all mail handling and postal equipment. All chutes, spouts, conveyors, and rigging fabrication, welding fabrication of same. The unloading, installation of Z-loaders, palletizers, and Triax Equipment. The operation of vehicles to transport personnel. The installation of pipe organs in their entirety, all wood blocked flooring such as used in Commercial and Industrial. It shall be the work of the millwrights to clean up the area in which they are working and when they are through working they shall be responsible for cleaning up their own area. The installation of all manipulator balancers and all related equipment. The Fork Truck and related equipment are to be considered tools of the trade.

Section 4. This contract shall apply to all subdivisions of the trade in its entirety and without limitation. There are special provisions within this Contract dealing with one subdivision of the trade or another and such special provision when clearly identified as being limited to the specific subdivision shall be so limited. Absent such limitation, this Contract will apply in its entirety to all subdivisions of

the trade and whenever the term “Millwright” is used, it shall mean all subdivisions of the trade.

Section 5. The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above it will nevertheless be considered as and treated as part of bargaining unit work if it is traditional work of the Millwrights.

Section 6. The EMPLOYER and the UNION shall have the right, by mutual agreement, to add to the work jurisdiction as above defined and set forth and such addition to the work jurisdiction shall be binding upon the parties.

Section 7. PERFORMANCE OF WORK BY EMPLOYEES IN BARGAINING UNIT: The employees in the bargaining unit of Millwright Local #1051 and only such employees shall perform all of the work covered by this Agreement, in accordance with Article VIII of this Agreement.

The Union agrees that the above occupational scopes are not intended to conflict with established practices, International Agreements.

ARTICLE III MANAGEMENT RIGHTS

Section 1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to hiring, promotion, overtime assignments, layoff or discharge.

Section 2. There shall be no limit on practices by employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade.

The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction, tools or other labor-saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

ARTICLE IV RECOGNITION

Section 1. The Employer recognizes Millwright Local #1051 as the exclusive representative and bargaining agent for all Millwright employees performing work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in its trade autonomy. The Union recognizes that the contractor is the Employer of the Union member as Employees. If a Union member performs contractor work, then he shall be deemed to be a contractor and shall sign a contract with the Mid-Central Illinois Regional Council of Carpenters.

ARTICLE V UNION SECURITY

Section 1. All bargaining unit employees covered by this Agreement as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union. Failure of an employee to comply with the provision of this Article shall, upon written request of the Union, result in the termination of such employee. The Employer shall not justify and discriminate against an employee for non-membership in the Union if:

- A. He has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to the other members thereof.
- B. He has reasonable grounds for believing the membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE VI UNION REPRESENTATION

Section 1. The Employer agrees to recognize the sole right of the Local Union, which has jurisdiction where the job site is, to appoint a Steward or Stewards on job sites whose duties shall be to see that all employees covered by this contract are in compliance with Article VIII, Section 8, F, in accordance with the requirements of this Agreement. The duties of the Steward shall be to report to the UNION contractual disputes and grievances, and in the case of accident the Steward shall see that employees covered by this Agreement and their personal belongings are cared for. Loss of time in caring for sick and injured employees shall be paid for by the EMPLOYER in the amount not to exceed the regular scheduled shift.

Section 2. The Steward shall be a member of the Local Union who has jurisdiction where the work is to be performed (except on projects of five (5) days or less duration of employing not more than two (2) employees). He shall be a qualified workman, capable of performing the duties required by him. In no case shall the Steward be transferred or discharged until the UNION Representative and the EMPLOYER meet on the job in an attempt to settle the matter. The EMPLOYER at this time will present the UNION Representative in writing his reasons for the request to discharge the Steward.

Section 3. The EMPLOYER agrees to notify the job Steward, between the hours of 8:00 a.m. and 3:30 p.m. on regular working days, of his intention to work past 4:30 p.m. on the day or to work before 8:00 a.m. the following day. If the EMPLOYER intends to work on Saturday, Sunday or a Holiday he will notify the job Steward prior to 3:30 p.m. on the preceding work day. Notice to the Steward will include the approximate hours to be worked and the names of the employees to work such overtime.

Section 4. Except for one Foreman, the Steward shall be the last laid-off and no Steward shall be laid off until the Union Representative has been advised so that the Union Representative will know that the job has terminated.

ARTICLE VII PRE-JOB CONFERENCE

Section 1. No EMPLOYER covered by this Agreement shall commence a job until the pre-job conference has been held. Such pre-job conference shall be held no less than seventy-two (72) hours before a job commences. If there is a need for additional men after the job has started, then a conference shall be held before the additional hiring commences, if the UNION elects. During the pre-job conference, the EMPLOYER shall advise the UNION its requirements as to the workmen required in the respective

classifications, the probable starting date, duration of the job and the working schedules.

Section 2. The UNION shall be given an opportunity to refer qualified applicants for employment.

ARTICLE VIII HIRING

Section 1. When two (2) bargaining unit employees are employed the employer shall designate one employee to be foreman.

Section 2. The Employer may at any time recall by name from the Local Union, employees who have special skills or previous work experience with the Employer within the preceding twelve (12) months of employment.

Section 3. All other applicants for employment in the various classifications required by the Employer shall be referred to the Employer by the Union except as otherwise provided herein and further providing that the Union has such requirements in its Collective Bargaining Agreement.

Section 4. The Employer shall be the sole judge of the competency and qualification of individuals referred by the Union and the number of employees required at any time. No manning clauses shall apply unless specified in this Agreement.

Section 5. There shall be no restriction on the movement of employees between jobs of the Employer within the jurisdiction of the Union.

Section 6. The Employer shall have free movement of men within the forty-one (41) county jurisdiction of Millwright Local Union #1051 affiliated with the Mid-Central Illinois Regional Council of Carpenters.

Section 7. The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11346 and any Affirmative action Programs of the parties.

Section 8. LEGAL AUTHORIZATION. The EMPLOYER is exclusively engaged in the construction industry and the parties have elected to come under the provision of Section 8(f) Part 3 of the National Labor Relations Act, as amended, which permits the parties to make an Agreement requiring the EMPLOYER to:

- A. Notify the Local Union of opportunities for employment provided, however, that the Employer reserves the right of recall of former employees who have within the previous twelve (12) months performed work under this Agreement by notifying the Union.
- B. Give the Local Union an opportunity to refer qualified applicants for employment.
- C. The Employer shall advise the Local Union of all available openings and job requirements at least forty-eight (48) hours excluding Saturday and Sunday prior to the Employer's fulfilling such job requirements.
- D. Men so referred shall not be given preference of priority by the Employer over non-referred men and the Employer shall have the sole and exclusive right of accepting or rejecting the men so referred.
- E. Whenever any words are used in the masculine gender in this contract, they shall be construed as though they were also used in the feminine gender.
- F. All present employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as condition of their employment.

Any employee who fails to become a member of the Union or fails to maintain his membership therein in accordance with provision of this Article shall forfeit his rights of employment and the Employer

shall within two (2) working days of being notified by the Union in writing as to the failure of an employee to join the Union or maintain his membership therein, discharge such employee. For this purpose the requirements of membership and maintaining membership shall be consistent with State and Federal Laws. The Employer shall not be deemed in default unless he fails to act within the required period after receipt of registered or certified written notice.

G. Repeal and Greater Security. In case of repeal or amendment of the Labor management Relations Act of 1947, or in case of new legislation rendering permissible any Union security to the Union greater than that specified in this paragraph of this Agreement, then, and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate competent and qualified employees for the job requirements of the Employer in the classifications covered by this Agreement.

H. After the Employer has advised the Local Union of all available openings and of requirements at least forty-eight (48) hours excluding Saturday and Sunday prior to the Employer's needs, upon failure of Union to refer such needs adequately the Employer is free to hire from any source whatsoever.

ARTICLE IX GENERAL CONDITIONS

Section 1. There shall be no restrictions on the Employers sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project. Nor shall there be any restriction on the Employers sole and exclusive right to man or not to man any equipment. There shall be no standby work demands.

Section 2. The parties reaffirm their policy of a fair day's work for a fair day's wage. Employees shall be at their place of work at the starting time and shall remain at their place of work until the

quitting time. Scheduled quitting time shall include a reasonable time to clean up as agreed by the contractor and the Union. Work locations where private transportation is not permitted the contractor shall furnish transportation that provides shelter from inclement weather from the gate to the job site installation and back to the gate. When said distance is one quarter mile or more the gate shall be designated to be the place of work.

Section 3. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take individual thermos for coffee, or non-alcoholic refreshments to their assigned place of work and consume same as time and work schedule allow.

Section 4. When Employees leave the project of their own accord at other than the normal quitting time, it is their responsibility to notify the Supervisor.

Section 5. When an Employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such event, if the Employer requests the employee to standby, employees will be compensated of the standby time at the applicable rate.

Section 6. REPORTING TIME

- A. When request for employees are made from the UNION by the EMPLOYER and they are not put to work, they shall be paid two (2) hours reporting time at the Journeyman wage.
- B. All employees who report to work at their scheduled starting time shall receive two (2) hours show-up pay except in the case of inclement weather. If requested by the Employer, employees must remain on the job for two (2) hours to earn show-up pay.

C. Employees who report to work are guaranteed four (4) hours pay unless work is curtailed because of inclement weather, or emergency conditions in which case employees shall be paid only for the actual hours worked. After the first four (4) hours, employees shall be paid only for the actual time worked.

Section 7. General Foreman shall take orders only from the designated Employer Representative.

Section 8. HEALTH. The **EMPLOYER** shall provide for employees during the entire work day suitable clean toilet accommodations, suitable drinking water properly cooled in season and sanitary disposable drinking cups within one (1) hour after starting time.

ARTICLE X HOURS OF WORK AND OVERTIME

Section 1. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of one-half (1/2) hour lunch period between the 4th and 5th hour after the starting time, between 6:00 a.m. and 4:30 p.m. shall be changed within these hours by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions with approval of the Business Representative. Notice of such change will be given forty-eight (48) hours in advance. All the employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to.

Section 2. CALL IN. When an Employee of the bargaining unit is called in after regular working hours he shall receive a minimum of four (4) hours pay at the prevailing overtime rate. In no case shall an employee have less than eight (8) hours off before returning to work or the applicable overtime rate shall apply.

Section 3. All work performed by an employee in excess of eight (8) hours per day, Monday through Friday, and all work on Saturday

shall be paid for at the rate of one and one-half times the hourly rate. Sundays and holidays shall be paid at the double time rate. The employer will notify the Steward of intention to work overtime at least one (1) hour in advance prior to quitting time or the evening before prior to starting time. If the Employer intends to work on Saturday or Sunday he will notify the job Steward one (1) hour prior to quitting time the preceding day. Notice will include approximate hours to be worked and employees to work such overtime. After ten (10) hours in any one day, Employees shall receive one half (1/2) hour lunch and an additional lunch every four (4) hours after that. All lunch or supper periods after eight (8) hours of work shall be paid at the appropriate overtime rate.

Section 4. HOLIDAYS. The following Holidays will be celebrated according to National Law governing same: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day is to be celebrated the day after Thanksgiving Day. If a holiday is on a Sunday, then that holiday will be celebrated on the following Monday. If the holiday is on a Saturday, then the holiday will be celebrated on the preceding Friday. No work will be performed on Labor Day without the permission from the Business Representative.

Section 5. By prior Agreement between the Employer and the Business Manager, if a special shift is required by an owner if the Employer is required to perform work which cannot be performed during regular working hours, an Employee may work a special shift and shall receive eight (8) hours pay at the appropriate rate for seven (7) hours work not including a one half (1/2) hour lunch. No Employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employers request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

By mutual Agreement, the Union Business Manager and contractor may alter the terms and conditions of the special shift clause.

Section 6. SHIFT WORK. When so elected by the contractor multiple shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the “swing shift” shall receive eight (8) hours pay at the regular hourly rate plus .25 cents per hour for seven and one-half (7 ½) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the “graveyard shift” shall receive eight (8) hours pay at the regular hourly rate plus .50 cents per hour for seven (7) hours work.

If only two (2) shifts are to be worked, the Employer may regulate starting times. When working two (2) twelve (12) or two (2) ten (10) hour shifts, the second shift shall receive the graveyard shift bonus of eight (8) hours pay at the applicable hourly rate plus .50 cents per hour for seven (7) hours work.

When other craft employees working for the same contractor have a higher shift differential the bargaining unit shall receive the higher applicable shift premium.

A lunch period of thirty (30) minutes shall be allowed on each shift.

Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday, or Holidays and all hours worked other than the regular shift hours shall be paid at the appropriate overtime rate.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hours worked.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the Union. Shift work starting and quitting time will be established by the employer and designed to accommodate the customer on all shift work.

Section 7. By mutual agreement between the Union and Employer, a work week consisting of four (4) ten (10) hour days may be utilized on a project. The work week shall consist of four (4) ten (10) hour days commencing at six o'clock (6:00) a.m. Monday and ending at five-thirty (5:30) p.m. Thursday. The fifth and sixth days shall be paid at the rate of one and one-half (1 ½) the regular rate of pay. Sundays and Holidays shall be paid at the double time rate of pay.

Section 8. In the event of inclement weather or at the request of a owner/customer to prevent work from being performed on a regular work day, then Friday and/or Saturday shall be considered a regular work day at the straight time rate of pay (only to attain forty (40) hours per week) on a voluntary basis, provided however, that employees shall receive premium pay when any other employee(s) on the job in the immediate employ of the Contractor receives premium pay from the Employer. There shall be no retaliation or discrimination towards employees that decline make up work.

ARTICLE XI

WAGES, FRINGES, AND PAYDAY

Section 1. Except as specifically set forth in subsequent sections of this Article, all Employers agree to be bound by the wages, fringe benefits, dues deducts, apprenticeship, training, and other industry advancement funds, affecting employees which have been negotiated and legally established pursuant to bonafide collective bargaining, the Employer will be presented with such evidence by the Union and

the Employer will, subject to the provisions of the Agreement, conform his operation accordingly.

Section 2. No subsequent change in wages or working conditions in such area will become effective insofar as the Employer is concerned, except to the extent that any such change in wages or working conditions will be agreed upon and in accordance with the effective date agreed upon in negotiations between the Local Union having jurisdiction over the area and a recognized bargaining agent of the Employer(s) in such area and no conditions shall be imposed hereby other than those in force on local firms.

Section 3. New wages and fringes shall become applicable upon consummation of applicable local Collective Bargaining Agreements. New working conditions shall apply provided they do not conflict with the terms and provisions of this Agreement.

Section 4. Fringe benefits paid at overtime rates shall be Pension, Annuity, and Health and Welfare. The overtime rate shall be one and one half times (1 ½) on fringes. All other check offs and deductions will be paid at the straight time rate.

Section 5. The Union shall have the right to picket for nonpayment of wages, fringes and/or other deducts from the employee's check, after giving five (5) days notice to the owner's representative.

PAYDAY

Section 1. The regular payday shall be once a week on Friday or such other day as the Employer shall designate and notify the union prior to the start of the job. When the regular payday is a holiday, then the last work day before that holiday shall be payday.

Section 2. Wages shall be payable one (1) hour before quitting time and are to be paid in cash or other legal tender. The weekly payroll

shall end no earlier than the third work day prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings, and the Employers correct address. Work performed in Illinois; Illinois State taxes will be deducted out of the Employees check.

Section 3. If no work on payday, the pay check shall be available at the job site, or other mutually agreeable location, no later than the regular starting time.

Section 4. When an employee is laid off, or discharged he shall be paid in full, in cash or other legal tender one (1) hour prior to quitting time. When an employee quits of his own accord, he shall wait till the regular payday for his wages. By mutual agreement between the Union Business Representative and the Contractor the terms and conditions of this Article may be altered.

Section 5. If an employee is made to wait beyond the time his wages are due, he shall be paid at the straight time rate for all the time he waits.

ARTICLE XII

SUBCONTRACTING

Section 1. The Employer agrees not to subcontract out any Millwright work to be done at the site of construction, except to a person, firm or corporation signatory to this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

Section 2. This Article shall not apply to owner designated subcontractors. Further, the contractor agrees to notify the Union of such designated subcontractors when he becomes aware of same.

ARTICLE XIII

JURISDICTIONAL DISPUTES

Section 1. JURISDICTIONAL DISPUTE. As used in this Agreement the term “jurisdictional dispute” shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of the Employer, contractor, or organization on the site.

Section 2. In the event of the dispute involving craft jurisdiction the Employer shall forthwith notify the appropriate representatives of the craft involved of the existence of such dispute, and convene a meeting with such representative for the purpose of attempting to resolve such dispute amongst the affected parties.

Section 3. Should the parties be unable to resolve the matter, the Union, the Employer or the Association shall refer the matter to immediate arbitration by so notifying the affected parties and utilizing the Arbitration Article of this Agreement.

Section 4. There shall be no stoppage of work or slow down by employees, or lockout by the Employer, during the implementation of the above procedure for the settlement of jurisdictional disputes between crafts.

ARTICLE XIV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. It is specifically agreed that there shall be no strikes, lockouts, or cessation or slowdown of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided.

Section 2. Should any employee or the Employer covered by this Agreement believe that he has been unjustly dealt with or that any

provisions of this Agreement has been or is being violated, such grievances shall be handled in the following manner.

- (A) The employer or employee shall immediately report such grievance to the Steward or Business Representative, as the case may be, who shall go with him to the Superintendent or Employer's Representative on the job site and endeavor to have same adjusted.
- (B) In the event such complaint or grievance cannot be satisfactorily settled in this manner, the matter shall then be submitted in writing, within twenty-four (24) hours, to the Business Representative of the Union or the Union's Representative and a Representative of the Employer, who shall be selected by the Employer to act on such grievance.

ARBITRATION

Section 1. In the event such complaint or grievance shall not have been satisfactorily settled, the matter shall then be submitted to an arbitration committee of three (3) for final decision. This committee shall be selected as follows:

One member shall be selected by and representing the Union, one member shall be selected by and representing the Employer and these two shall select a third impartial member who shall act as Chairman. This committee shall hold hearings as expeditiously as possible, and render its decision in writing without undue delay (within five (5) days) and the decision of the Committee shall be final and binding on both parties. Should the Management Representative and the Union Representative on the Arbitration Committee fail to agree on a third impartial member then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties would then within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains, the person whose name so remains shall act as the arbitrator.

Section 2. The arbitrator shall have no power to add to, detract from or in any way modify the terms and provisions of this Agreement.

Section 3. The arbitrator named by the Union and the arbitrator named by the Employer shall serve such without compensation; necessary expenses of the hearing, including any compensation for the third arbitrator shall be shared equally by the parties hereto.

Section 4. It is distinctly understood that hours of labor, rates of pay and the use of the Union Label are not subject to arbitration.

Section 5. Any and all disputes, stoppages, suspensions of work, and any and all claims, demands or actions resulting there from or involved therein shall be settled and determined exclusively by the machinery provided for settlement of grievances, including final arbitration.

ARTICLE XV

NOT STRIKE – NO LOCKOUT

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppage, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by an employee and there shall be no lockout by the Employer.

Section 2. Nothing in this Agreement shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

Section 3. Employees shall have the right within the limits set by Section 8 (b) 4 of the National Labor Relations Act, as amended and it shall not be a violation of this Agreement or any cause for discharge or any other penalty if an employee or employees (covered by this Agreement) refuse to go through an established picket line.

ARTICLE XVI

SAVINGS CLAUSE

Section 1. Should any part of or any provision herein contained be rendered or declared invalid by any reasons of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate an article or provision which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

Section 2. The remaining part of provisions shall remain in full force and effect.

ARTICLE XVII

APPRENTICES

Section 1. Upon an Employer having at least two (2) employees of the bargaining unit in his employ, he may be allowed one (1) apprentice by the Joint Apprenticeship and Training Committee.

Section 2. Upon an Employer having at least three (3) employees of the bargaining unit in his employ, he must, if available, work one (1) apprentice and thereafter, the Employer must work one (1) additional apprentice for each additional three (3) employees of the bargaining unit employed. All apprentices must be approved by the Joint Apprenticeship and Training Committee.

Section 3. Any apprentice who should fail to comply with the Apprenticeship Standards, the Rules and Regulations of the Joint Apprenticeship and Training Committee, or who fails to attend school as required, or perform on the job training satisfactorily, shall be given notice in detail in writing of the alleged violations by the Employer or the Joint JATC prior to termination of employment. The

Employer or the JATC agrees to extend this notice to the employee and the Business Representative of the Local Involved, upon receipt of the notice of alleged violation by registered or certified mail from the Joint Apprenticeship and Training Committee. An employee so notified, if he believes that the facts upon which this violation is based are untrue, may challenge such facts by filing a written statement with the Local Union and the Employer within three (3) days thereafter. A hearing shall be held within three (3) working days after the filing of such statement by the apprentice before an equal number of Employer and Union Representatives, for the purpose of passing upon the claim of such arbitration in accordance with the arbitration provisions of this contract. If the apprentice does not so file, he shall be discharged after three (3) days have elapsed.

Section 4. No first year apprentice shall be allowed to use any power tools, nor shall be allowed to work on a hoist or tower except when such work is on the ground until he has received proper safety instructions. Such instruction to be given in the first six (6) months of the training at Apprenticeship and Training School. In no case shall an apprentice do any rigging until he has had one year of training.

Section 5. Apprentices shall be paid wages according to the wage scale set forth in the current addendum attached hereto or as set forth by the Joint Apprenticeship and Training Committee.

Section 6. There shall be a Master Apprentice Committee comprised of an equal number of Union and Employer Representatives who will be responsible for the Apprenticeship Programs in each of the affiliated Local Unions in the Regional Council.

ARTICLE XVIII

TRUST AGREEMENTS, ECT.

Section 1. TRUST AGREEMENTS AND COMPLIANCE WITH LAW.

The funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of Trustees representing each party to this Agreement which administration and the various documents establishing the various Funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal Laws pertaining to the subject matter relative to each individual Fund.

All payments required to be made shall be made and transmitted in accordance with the rules and regulations established by Trustees of the particular Fund and all forms required to be completed shall be so completed. As regards to the enforcement of collections and the payment of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund.

Section 2. FORMS, PAYMENT DATE AND AUDIT RIGHTS.

Forms to be supplied by the Trustees of the various funds shall be completed by each EMPLOYER and the EMPLOYER shall transmit the required amounts to the depository on or before the 15th day of each month for all contributions attributable to the prior calendar month. In the event the Trustees of any Fund or the Union question the authenticity or accuracy of the information completed on the forms or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of any Fund or the UNION shall have the right notice to inspect the books of any EMPLOYER or to have an examination of same made by a certified public accountant. In the event any discrepancy is discovered, the EMPLOYER shall bear the accounting costs incurred by the Trustees or the UNION.

Section 3. REQUIRED DOCUMENTS. Prior to or immediately upon any EMPLOYER becoming signatory to the Agreement they shall furnish the following to the UNION:

1. A Certificate of Workman Compensation Insurance Policy issued by a Company authorized to do business in the State of Illinois.
2. Employer's State and Federal Tax Identification numbers.
3. A copy of the Illinois State Certificate regarding Unemployment Insurance Compensation.
4. A surety bond may be required of any Employer who was not signatory to the previous Agreement or has been listed as a delinquent contributor by Health and Welfare and/or Pension Funds included in this Agreement. In the event that any such Employer may be required to post a bond in the amount specified below, or at the Union's option, provide a cash bond in the same amount.

One (1) to Four (4) employees	\$30,000
Five (5) to Nine (9) employees	\$45,000
Ten (10) to Fourteen (14) employees	\$60,000
Fifteen (15) or more employees	\$75,000

Section 4. FAILURE TO COMPLY.

A. Anything to the contrary notwithstanding, the Union shall have the right to picket for nonpayment of wages, fringes, and/or other deducts from the employee's check, after giving five (5) days notice to the Owners Representative, Contractor, and Sub-Contractor where applicable.

B. Failure of the Employer to comply with the provisions of Articles I, II, or VII, Section 1 and 2 pre-job Conference shall permit the Union the same options upon giving of thirty (30) hours notice to the same

parties. It is understood that time is of the essence as regards to compliance and in order to be in full compliance an Employer will have to comply with the requirements of the Agreement at the time specified therein. The remedy provided for herein for the Union, shall not be exclusive of any other remedy by the way of suit in law or in equity, or otherwise whether brought by the union or in the case of Fringe Benefit Funds, by the Trustees or Administrators of any of the Funds.

ARTICLE XIX

WORKING FOREMAN

Section 1.

A. FOREMAN: When two (2) employees of the Bargaining unit are working on the same job site, one (1) employee shall be designated as foreman, and may be required to work with his tools until such time as there are eight (8) employees of the Bargaining Unit on the job site at which time the foreman shall not be required to perform any work with his tools and shall not give instruction to more than ten (10) employees.

B. When twelve (12) Employees of the Bargaining Unit are working for the same contractor on the same job site, a General Foreman is required. The General Foreman shall be required to give instruction only to three (3) Foremen or two (2) Foremen if the (General Foreman) is running a crew. After the thirty-fifth (35) man, there will be an additional General Foreman.

ARTICLE XX

TOOLS AND EQUIPMENT

Section 1. CUTTING AND WELDING: Employees covered by this Agreement shall do all cutting and welding whether acetylene or electric when used in connection with any work within the

jurisdiction of this Agreement. Any employee covered by this Agreement in cutting or welding shall be furnished an employee, from within the bargaining unit, currently on the job site to watch after his safety and to protect him from fire, if it is determined necessary by the job superintendent and the Union Representative.

Section 2. The Employer shall furnish when engaged in any burning or welding, if required, such protective clothing as gloves, sleeves, aprons, and hoods.

Section 3. Any special certification test of a qualified employee-welder taken for the convenience of the EMPLOYER. Before a qualified employee-welder commences the welding test, he shall be placed on the payroll of the EMPLOYER. A qualified employee-welder is one who passes a qualification test given by a recognized testing laboratory within the area covered by this Agreement.

Section 4. All Employees who are engaged in certified welding shall receive not less than fifty cents (\$.50) per hour above the Journeyman hourly rate of pay. Apprentices engaged in Certified Welding shall be paid at the Journeyman rate.

Section 5. Employers and employees shall observe all necessary safety precautions. No power tools shall be used on any job of the Employer that are found to be unsafe, by the Steward or Business Representative of the Local Union.

ARTICLE XXI FRINGE BENEFITS

Section 1. It is agreed that the Union will have the option of accepting contributions in Health and Welfare, Training Fund and Pension Fund in lieu of wages with the approval of the Trustees of the respective funds.

In the event the contributions required to be paid into the respective Health and Welfare is increased by order or resolution of Trustees at

a later date, such increase shall be deducted by the Employer from the employee's wages and the Employer shall remit such increases to the respective funds.

Section 2. If payment is not received in the fund office on or before the day of the month due, such payment is subject to a late payment charge plus collection costs.

Section 3. Upon receipt of notice in writing to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to an annuity plan in lieu of wages. The contribution for such an annuity plan shall be paid in lieu of wages, and shall be effective on the first day of the calendar month following receipt of such notice.

Section 4. APPRENTICESHIP AND TRAINING FUND AND IAF FUNDS and DUES CHECK OFFS, shall be in accordance with the Area Agreements. These funds shall be increased or decreased upon proper notice, the first day of the month following notification. Any Contractor who is not a member or affiliated with Mid-Central Illinois Millwright Contractors Association Inc., and refuses to pay the I.A.F., shall pay the same negotiated monies to the Apprenticeship Fund.

A. The Trustees, through their fund auditor, may examine the pertinent payroll records of each Employer at the Employer's place of business, whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the trust.

B. Each Employer shall pay all fringe benefits and check off and deductions on all employees into the respective fringe benefit funds in the jurisdiction of each Local Union within the Regional council in which the Employer has been working.

**ARTICLE XXII
INDUSTRY ADVANCEMENT FUND**

Section 1. Associations signatory to this Agreement, with an Industry Advancement Fund, hereinafter called IAF, shall be financed by payments provided for the purpose of the said IAF, which purposes construction industry. Provided, however, that no expenditure from said Fund shall be made for any activity injurious to the Union.

Section 2. No part of the fund allocated for the Industry Advancement Program shall be spent directly or indirectly for any of the following purposes:

A. Promotion of legislation opposed by the Union or opposition to legislation favored by the Union;

B. Subsidies, indemnities or payments of any kind to contractors during, for, or in connection with a period of strike, lockout or work stoppage;

C. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation;

D. Publicity or public relations campaigns in support of management's position respecting pending or prospective bargaining negotiations with the Union;

E. Any activity injurious to the Union.

**ARTICLE XXIII
CHECKOFF PER CAPITA TAX**

Section 1. Upon receipt of an employee's written authorizations, which shall be irrevocable for not more than one (1) year, or the termination of Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wages in the amounts provided in the Addendum of this Agreement, the two dues; the Mid-Central Illinois Regional Council of Carpenters and the wage assessment Local Union funds with which the Local Union are party hereto and

affiliated and remit same to the duly authorized representative of the Mid-Central Illinois Regional Council of Carpenters and the Local Unions as directed in writing by said Councils together with a list of the names of employees from whose pay deductions are made.

Such written authorization may be revoked by the employee by written notice by registered or certified mail to the Employer, the respective Local Union and the Mid-Central Illinois Regional Council of Carpenters received by all during the ten (10) day period prior to the end of any applicable yearly period, or during the ten (10) day period prior to termination of any applicable Collective Bargaining Agreement, whichever occurs sooner.

ARTICLE XXIV REPORTING

Section 1. Nothing in this Agreement shall preclude the contractor from stopping an employee from coming to work at any time so long as the employee is notified in adequate time before leaving his place of residence; the distance the employee has to travel to the job shall be taken into consideration along with an understanding with the employee as to the time he usually leaves for work. Employees may be notified either in person, or by telephone. It will be the responsibility of the Contractor or his designated representative to obtain the address and telephone number of his employees covered by this Agreement for the purpose stated above, and those employees who cannot furnish an adequate way of contact shall sacrifice their rights for show-up time pay.

ARTICLE XXV INCORPORATION OF ADDENDUM

Section 1. Minimum hourly wages, Health and Welfare payments, Pension Fund payments, Apprentice and Training fund payments, Mid-Central Illinois Regional council of Carpenters Funds, Local

Union Funds, Annuity Funds, and Industry Advancement Fund are included in the Addendum which is attached hereto and incorporated herein. The duration of said Addendum, unless otherwise specified, shall be the same duration as hereinafter provided. During the life of this contract wages will be paid to the employees working for the Employer according to the wage scale set forth in the current Addendum's to this Agreement.

ARTICLE XXVI PROTECTIVE AND LIFE SAVING EQUIPMENT

Section 1. The Employer shall provide all items of personal, protective and life saving equipment as required by Federal or State regulations.

Section 2. The Employer shall furnish safety helmets and rain gear when necessary and safety helmets will be worn by employees at all times.

Section 3. The Employer shall have the right to discharge any Employee who fails to observe and follow all required safety rules and regulations after the Employee has been instructed and warned by the Foreman.

Section 4. The Employer shall furnish any necessary protective equipment or clothing when working with any material that may cause rashes, burns, or toxic reactions, with the exception of work shoes.

Section 5. The Union should assist the Employer in maintaining safe work sites by promoting any certified OSHA approved training programs or Health and Safety training programs offered by the MCIRC Apprenticeship and Training School.

ARTICLE XXVII DRUG AND ALCOHOL POLICY

Section 1. Whereas employers signatory to this agreement and the Mid-Central Illinois Regional Council of Carpenters shall use and be bound to the rules and procedures as outlined in the Mid-Central Illinois Joint Labor Management Substance Abuse Testing Program. Which prohibits the use, abuse, presence in the body, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees and any of the foregoing is a violation of this program and will subject the employee to disciplinary action, up to and including immediate termination

Section 2. Effective June 1, 2006, the Union and the Employer agree to establish and adequately fund a substance abuse consortium. Funding for this consortium will be provided through a two cents (\$.02) per hour Employer contribution and a two cents (\$.02) per hour Employee deduction. Said monies shall be deposited in a trust overseen by trustees appointed from the Employer and the Union, who shall generally be responsible for ensuring that substance abuse testing be carried out in conjunction with Policy and Procedures, which shall be considered as part of this agreement. It is likewise understood that the Employers by this contract are bound by the Agreement and Declaration of Trust governing the Mid-Central Illinois Carpenters Joint Labor Management Substance Abuse testing and Assistance Program. The payment shall be included along with other remittances provided for under this agreement and at such time and places as other remittances are made to the designated Fund Office on behalf of all Regional Council affiliated Locals, and shall be paid on or before the fifteenth (15th) day of each month following the calendar month in which hours were worked.

Section 3: Employers agree that employees shall be paid lost time at straight time rate when required or notified for Drug/Alcohol testing not to exceed two (2) hours. The employer shall receive and be paid for actual time lost by the "Fund" up to two (2) hours reimbursement

for Carpenter/Millwright employees tested. However, in no case shall this exceed more than two (2) hours reimbursement.

Employers failing to require an employee to report for a test when so notified shall be liable for a payment equal to four times the current reimbursement, payable to the drug and alcohol fund. Thus the contractor is charged eight (8) hours of the employee's normal wage and benefit rate. All employers signatory to the collective bargaining contract agree to implement this policy for all UBC members including all Supervisors and Foremen.

Section 4: Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 5: Determination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract to the same extent and in the same amount as all other grievances as defined herein.

ARTICLE XXVIII MUTUAL AGREEMENT

Section 1. This Agreement shall be subject to amendment at anytime by mutual consent of the parties hereto. Such amendment shall be reduced to writing; state the effective date thereof and be approved and executed in the same manner as this Agreement.

ARTICLE XXIX TOOL SHED AND TOOLS

Section 1. The EMPLOYER shall provide, as required by job conditions a suitable shed or facility for the exclusive use for bargaining unit employees. Such facilities shall be lighted, ventilated, and heated and cooled according to the season.

Section 2. HAND TOOLS THAT AN EMPLOYEE IS REQUIRED TO FURNISH. Each employee is required to furnish, for his individual use only, all of those hand tools customarily required such as standard sockets and wrenches up to an inch and one eighth (1 1/8) and metric up to 30 mm. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence

Section 3. TOOLS THAT AN EMPLOYER IS REQUIRED TO FURNISH. The EMPLOYER shall furnish all power operated tools, machinery, and equipment, pop-rivet guns, Whitney punches, metric tools over 30 mm, dial indicators, micrometer over one (1) inch, precision levels over eight (8) inches, adjustable wrenches over twelve (12) inches, sockets over one-half (1/2) inch drive, open-end or box wrenches over one and one-eighth (1 1/8) inches and 30 mm, taps, dies and reamers. The EMPLOYER shall replace all expendable tools such as drill bits, taps, hacksaw blades, files, hammer handles, etc., that are worn out or broken on the job in the performance of the Employee's duties.

Section 4. EMPLOYERS RESPONSIBILITY FOR EMPLOYEES TOOLS THAT ARE LOST BECAUSE OF FIRE, THEFT, OR WATER DAMAGE. The EMPLOYER agrees to assume responsibility for theft, fire, or water damage of all tools. The EMPLOYER agrees that he will, within three working days, replace the tools with like quality tools, or if they are not available in that time will reimburse the employee for his loss at current replacement value. Upon reporting for employment, prior

to hire, the employee will furnish a complete inventory of personal tools. As tools are brought in or removed, the list shall be adjusted. Current employees need to submit a list to the employer, compiled on their own time.

Section 5. TOOL CRIB. At any time Tool Cribs are used on jobs and an Employee is made responsible for issuing such tools and equipment as are used by members of the bargaining unit, a bargaining unit Employee shall be placed in charge of such facilities in order that such tools or equipment may be maintained and issued in good order.

ARTICLE XXX ENTIRE AGREEMENT OF THE PARTIES

This represents the entire Agreement of the parties. The Employer understanding that the Union is a fraternal society and, as such, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in the By-Laws, Constitution, or otherwise shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement, and any employment relationship or the relationship between the parties.

ARTICLE XXXI SETTLEMENT IN ARBITRATION OF AGREEMENT

If the Union and the Association fail to reach an Agreement forty-five (45) days prior to the expiration date of this Agreement either party may file for Arbitration under the Arbitration Clause Article 24 of this Agreement, as for a settlement of wages and working conditions of this Agreement. The Arbitrator's decision shall be final and

binding on both parties. In no case shall there be a strike or lockout while waiting for the Arbitrator's decision.

ARTICLE XXXII DURATION

This Agreement shall be effective **June 1, 2009**, and shall remain in full force and effect, until **May 31, 2012**, and shall continue in force from year to year thereafter except by written notice given by either party at least sixty (60) days, but no more than ninety (90) days, prior to May 31, 2012, or at least sixty (60) days, but not more than ninety (90) days prior to May 31, of any year thereafter, either party may notify the other of its desire to amend, modify or terminate this Agreement.

