

K8620

WORKING AGREEMENT

Between

**THE ASSOCIATED GENERAL CONTRACTORS
OF INDIANA, INC.**

And

**INDIANA/KENTUCKY REGIONAL COUNCIL
OF CARPENTERS**

THIS AGREEMENT made this 1st day of June, 2005 by and between the Labor Relations Committee of the Associated General Contractors of Indiana, Inc., acting as negotiating agent for and on behalf of certain firms, a list of which is attached, address 10 West Market Street, Suite 1050, Indianapolis, Indiana, 46204, hereinafter in this Agreement designated as the "Employer" and

**THE INDIANA/KENTUCKY REGIONAL COUNCIL
OF CARPENTERS, CENTRAL REGION AREA**

2635 Madison Avenue, Indianapolis, Indiana, 46225, hereinafter in this Agreement designated as the "Union", being duly constituted, authorized and recognized bargaining representative for and on behalf of the carpenter/millwright employees of the Employer.

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement, provide for the peaceful and expeditious settlement of all labor disputes without strikes or lockouts, establish and maintain harmonious relations between the parties to this Agreement, and secure optimum productivity from all employees whom this Agreement covers in exchange for the payment to the of a fair and reasonable level of compensation.

**ARTICLE II
RECOGNITION**

The Employer recognizes the Union and its successors as the sole and exclusive bargaining representative for all of its craft employees who are or during the term of the Agreement will be engaged in performing construction work on all current and future job sites within the territorial jurisdiction of the Union.

The Union has claimed and demonstrated and the Employer is satisfied and acknowledges that the Union currently represents a majority of the Employer's employees in the bargaining unit covered by this Collective Bargaining Agreement. The Employer, accordingly, recognizes the Union as the exclusive Bargaining Agent under Section 9-A of the National Labor Relations Act for all employees within the contractual bargaining unit.

ARTICLE III DURATION AND AMENDMENT

- (1) This Agreement shall become effective on June 1, 2005, and shall remain in full force and effect through May 31, 2008.**
- (2) Any party has the right to amend this Agreement by giving written notice to the other party at least sixty (60) days but not more than ninety (90) days in advance of the expiration of the Agreement.**
- (3) Failure to give notice of a desire to amend the Agreement prior to the sixty (60) days period shall cause this Agreement to be renewed automatically for a further period of twelve (12) months and from year to year thereafter until such timely notice is given.**
- (4) The Union agrees it will not enter into any Agreement with any other Employer or group of Employers that would be more favorable in wages, hours or conditions of employment covered by this Agreement, excluding all Market Recovery, Light Commercial or International Agreement Project.**

ARTICLE IV SCOPE OF AGREEMENT

This Agreement shall apply to all carpentry work as defined under Trade Autonomy except when covered by another Collective Bargaining Agreement, International Agreement or Special Agreement between this Council and individual Employer or groups of Employer's.

Section 1. The territorial jurisdiction covered by the Union for Carpenters includes the following area in Indiana: Fountain, Parke, Vermillion, Vigo, Clay, Owen, Putnam, Montgomery, Madison, Hancock, Blackford, Delaware, Henry, Rush, Decatur, Boone, Hendricks, Morgan, Monroe, Brown, Bartholomew, Johnson, Shelby, Marion, Hamilton, Franklin, Fayette, Union, Wayne, Randolph and Jay.

Section 2. The territorial jurisdiction for millwright work covered by this agreement shall include all of the counties listed in Section 1 above. As of May 1,

2003 this area shall also include Dearborn, Jackson, Jefferson, Jennings, Ohio, Ripley, Scott and Switzerland Counties in Indiana.

**Section 3. The territorial jurisdiction covered by (Lathers) shall be as follows:
“North Boundary.” Commencing at the Indiana-Illinois state line, go east on the north boundary of Vermillion County, north boundary of Fountain Count, south on the Fountain County/Tippecanoe County line to the north boundary of Montgomery County, the east to Clinton County line, then north to State Road #28, then east on State Road #28 to State Road #213.**

“East Boundary.” South on State Road #213 to State Road # 37 northeast on State Road # 37 to State Road #13, south on State Road #13 to State Road #38, southeast on State Road #109 to U.S. 40, east on U.S. 40 to State Road #3, south on State Road #3 to U.S. 50, excluding the city of Greensburg.

“South Boundary.” Go west from Greensburg on U.S. 50 to the Indiana/Illinois state line, but exclude all towns bordering U.S. 50.

“West Boundary.” Exclude the city of Vincennes, go north on the Indiana/Illinois state line to the north boundary of Vermillion County.

This Agreement shall not apply to engineers, draftsmen, supervisors, timekeepers office workers, guards, or any other non-manual Employees.

**ARTICLE V
TRADE AUTONOMY
Refer to Appendix “A”**

**ARTICLE VI
TOOLS & EQUIPMENT**

Section 1. Journeymen are required to have their own hand tools in good working condition when reporting to work for a contractor. All Journeymen shall carry such hand tools as may be necessary to perform any work to which they may be assigned. Employees are not required to furnish power tools on the job. The parties share a mutual interest that all tools be properly used and maintained. Re-sharpening of all tools shall be the responsibility of the Contractor.

Section 2. The contractor shall furnish all ladders, trestles, power tools (including cordless), extension cords, miter boxes, special tools and/or equipment, precision tools, power equipment, files, drill bits taps, hacksaw blades and welding equipment as required. The Employer shall furnish welders gloves and protective clothing.

Section 3. The Employer will not rent any tools from Carpenter employees.

Section 4. When it is necessary to store Employee tools on the jobsite during his non-working hours, the Employer shall be responsible for loss due to fire or burglary, to the Employer's storage facility, at 70% of cost to a maximum payment of \$325. It shall be the responsibility of the Employees when storing tools, to furnish a list in duplicate to the Employer to obtain this protection.

Section 5. Rain coats, boots and helmets will be furnished to the Carpenter employees by the Employer when needed on the job provided it is the announced policy of the contractor prior to the commencement of the job to work in rain and water, and no Carpenter (s) shall be discharged or penalized in any way for his refusal to work in inclement weather, except where the refusal would result in financial change to the Employer.

Section 6. Welder – 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 it at the regular hourly base rate. Any expenses involved in connection with an Employee taking such tests shall be borne by the Employer.

ARTICLE VII NO STRIKE/NO LOCKOUT

During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity by the Union or by any employee, and there shall be no lockout by the Employer. Provided, however, it shall not be a violation of this Agreement to picket any Employer for non-payment of fringe benefit contributions or wages or refusing to attend pre-job conference, nor shall it be a violation of this Agreement for any employee to honor a lawful primary picket of any Union affiliated with the Building and Construction Trades Department, AFL-CIO, or the Teamsters Union.

ARTICLE VIII UNION SECURITY/CHECK OFF

As a condition of all employment, all employees covered by this Agreement now in the employ of the Employer shall remain members in good standing of the Union during the term of this Agreement, and all construction workers here-in-after employed by the Employer shall become members of the Union seven (7) days after the commencement of their employment and shall remain members in good standing during the term of this Agreement.

In event any employee fails to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, said employee shall be dismissed within two (2) days after written notification to the Employer by the Union, unless (a) the Employer has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The Employer will honor individual authorizations for Dues Check-Off in an amount as established by the Indiana/Kentucky Regional Council of Carpenters, voluntarily executed by the employee, provided the same conforms to applicable law and provided further that such authorization may be revoked by the employee at the end of one year and at the end of each year thereafter upon written notice to the Employer of the employee's desire to do so. The Indiana/Kentucky Regional Council shall maintain a file of such authorizations and shall provide copies of the same to the Employer upon request. Dues Check-Off shall be reported monthly on the same reporting forms used to report other fringe benefits.

The Union will indemnify and hold harmless the contractors from any and all liability that may be incurred by the contractors for actions taken or not taken in reliance upon, or in complying with, the Dues Check-Off provisions.

ARTICLE IX MANAGEMENT RIGHTS

The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE X PRE-JOB CONFERENCE AND WORKWEEK

There will be a pre-job conference on all projects covering multiple trades prior to the commencement of work, unless waived by all parties involved.

**ARTICLE XI
DEFINITION OF WORK DAY**

The standard workweek shall be defined as five (5) days, Monday through Friday. The standard workday shall be defined as an eight (8) hour period from 8:00 A.M. to 4:30 P.M. Starting time for the workday may be established up to two hours earlier at the discretion of the Employer. Saturday may be a make-up day and worked at straight time only because of inclement weather during the regular workweek.

It is recognized by the parties to this Agreement that the standard workweek may not be desirable or cost effective for some projects. Therefore, other arrangements for hours of work may be considered. In each decision to modify the workweek, the parties may consider the project schedule, manpower requirements, geographic location of the project, and other appropriate factors. All proposed modifications to the standard workweek shall be by mutual agreement, and apply only to the specified project for the agreed upon time period, i.e., four (4) ten hour work shift.

**ARTICLE XII
OVERTIME**

The first two hours worked in excess of the standard eight (8) hour work day, Monday through Friday, shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay. All work over ten (10) hours in the standard work day will be paid at the rate of two (2) times the straight time rate of pay. The first ten (10) hours of work performed on Saturday shall be paid at one and one-half (1 ½) times the regular straight time rate of pay (except when Saturday is a make-up day as defined in Article XI). All work performed in excess of ten (10) hours on Saturday, and all work performed on Sundays and holidays shall be paid at two (2) times the straight time rate of pay.

When shift work becomes necessary the workweek will be defined as seven (7) days Monday through Sunday. Shift hours and rates will be as follows. Modifications to the workweek can be made by mutual agreement.

The regular starting time of the first shall be Monday morning 8:00 A.M. to 4:30 P.M.. Eight (8) hours pay plus fringes for eight (8) hours of work plus one-half (1/2) hour unpaid lunch period.

The second shift shall start at 4:30 P.M. to 12:30 A.M.. Eight (8) hours pay plus fringes for seven and one-half (7 ½) hours worked plus one-half (1/2) hour unpaid lunch period.

The third shift shall start at 12:30 A.M. to 8:00 A.M.. Eight (8) hours pay plus fringes for seven (7) hours worked plus one-half (1/2) hour unpaid lunch period.

Shifts shall be established and continue for a minimum of three (3) consecutive work days. The three (3) consecutive day clause may be altered or excluded by mutual consent of the Union and Employer.

If only two (2) shifts are to be worked, the Employer and Union, by mutual consent, may regulate starting times of the two shift operations to permit the maximum utilization of daylight hours. In the event overtime work is required, overtime shall be paid at the rate of time and one-half.

In all Industrial and Commercial or other occupied buildings where it is impractical to carry on the work during the day, the work may be performed in any twenty-four (24) hours, on the basis of eight (8) hours work with eight (8) hours pay, with thirty (30) minutes off for lunch. When it is impractical to carry on the work during the regular workweek and work can be carried on only Saturday or Sunday, the rate of pay shall be one and one-half (1 ½) times the regular hourly rate, provided, however, that no Carpenter or Apprentice Carpenter employee, shall be discharged for his refusal to work on Sunday.

ARTICLE XIII HOLIDAYS

Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on Saturday, it shall be celebrated on the preceding Friday.

No work shall be performed on Labor Day except to save life and property, or unless permission is granted by the Union.

ARTICLE XIV REPORTING PAY

Any employee reporting for work and for whom no work is provided, except due to inclement weather, or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. An employee discharged for just cause is ineligible for reporting pay.

If any employee is referred to a job site from the Union and is rejected at the job site by the Employer before being hired, the employee is not entitled to reporting pay.

**ARTICLE XV
FOREMAN**

On any job where carpenter's work is involved, there will be a carpenter Foreman when three (3) or more carpenters are employed.

The Employer shall notify the carpenter Foreman of the hiring and discharging of all carpenter employees required by the job.

Rates of pay for Foreman shall be a minimum of one dollar and twenty-five cents (\$1.25) above the regular Journeyman's scale for up to twelve (12) men and one dollar and fifty cents (\$1.50) for twelve (12) men or more.

It is agreed that when five (5) or more carpenter Foremen are employed in a supervisory capacity on a single job of construction, carpentry, pile driving or large housing projects for the same contractor, one (1) must be a General Foreman and must be paid not less than three dollars (\$3.00) in excess of the Journeyman's rate.

**ARTICLE XVI
STEWARDS**

Section 1. The Union shall have the right to designate a Steward at each construction job site. The Steward shall be a working Journeyman already accepted and employed on the job site. The Employer may not terminate the Steward except for just cause.

Section 2. A steward, like other workmen, shall perform a day's work but shall have time to perform his duties. A steward shall be retained on a project to which he is assigned, as long as any employees covered by this Agreement are employed; provided he does the work assigned to him satisfactorily; provided that when a Steward and Foreman are the only employees and the Employer decides that there is need for only one 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.

**ARTICLE XVII
GENERAL WORKING CONDITIONS**

There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the Craft Foreman. There

shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

If the Employer does job site hiring, it is agreed that the Employer will notify the Union within twenty-four (24) hours. This notification may be made by phone through the Business Representative.

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 in one 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. The Union is to have twenty-four (24) hours to fill the job vacancy except, the Employer may request, by name, employees recorded on the Union data work reference list.

Workers shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under supervision of their Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage. Workers will pick up their tools on company time.

All equipment assigned to a project shall be under the control of the Employer. In accordance with currently recognized craft jurisdiction, the Employer shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees within a reasonable distance of their primary duties or a craft employee may be assigned full time to start, stop and maintain the Employer's small portable equipment on the job site. There shall be no over manning of this type of equipment.

The number of employees assigned to rigging and scaffolding operations shall be at the sole discretion of the Employer.

The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work.

It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen; therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances do exist, however, the Employer will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the job. The Union Steward will be the first employee to be asked to work overtime if he is qualified.

There will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Slowdowns, standby crews and featherbedding practices will not be tolerated.

The Employer shall at all times provide change area, sanitary drinking water and containers, iced water when necessary, and toilet facilities, are to be stationed conveniently to all employees.

Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer and may be amended thereafter as necessary.

The Employers shall make a good faith attempt to provide entrance for any representative of the Union to any limited access job site where employees covered by this Agreement are working.

ARTICLE XVIII SAFETY

The Employer agrees to provide safe working conditions and practices as set forth in current safety standards for the construction industry.

No employee may remove, damage, carry off, or render inoperative any safety device or safeguard furnished or provided for use in any employment, or place of employment, or interfere with the use thereof by any other person. Each employee shall comply with the Occupational Health and Safety Standards promulgated under OSHA law (IC.22-8-1.1) Employees shall comply with posted safety policies (including drug and/or alcohol use, and possession policies) established by the company. Employees are required to report to supervision all unsafe conditions or defective equipment of which the employee is aware. Additionally, all injuries and accidents are promptly reported to supervision.

Failure to comply with the safety provisions as outlined in this Article shall be cause for immediate discharge. Furthermore, it is agreed and understood that the employee shall retain the right to refuse to work under conditions considered to be hazardous or unsafe.

Any employee suffering a job-related job site injury during performance of their work duties shall suffer no loss of pay for the day of injury, should the injury require the Employee to leave the job site prior to his regular quitting time to receive treatment from a physician. Any subsequent doctor visits will be made on the Employee's time.

The Employer and the Union agree to a substance abuse testing program and an Employee Assistance Program (EAP) for members of the Union working under applicable collective bargaining agreements, and the legal spouses of such members, who have substance abuse related problems. It is understood that the Employer contribution maybe set at any amount up to ten (10) cents per hour by the Trustees. It is further understood that the amount of this contribution shall neither increase nor decrease the employees' hourly wage or benefit rates under the agreement. This EAP program shall be jointly developed with appropriate bylaws, Trustees and administrative requirements in compliance with the Taft-Hartley Act.

ARTICLE XIX NON DISCRIMINATION

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

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

ARTICLE XX APPRENTICES

Section 1. Apprentice carpenter or millwright employees shall work on the same job with Journeyman carpenter or millwright employees on the following basis:

One (1) Apprentice for three (3) Journeymen, two (2) Apprentices for six (6) Journeymen employed and one (1) additional Apprentice for each additional five (5) Journeymen. The ratio will be one to five (1-5) for each additional Foreman with a crew. At all times an apprentice shall be paired with a Journeyman Carpenter or Millwright.

Section 2. A joint Apprenticeship and Training Committee consisting of Employer Representatives and Employee Representatives shall be selected by

the parties to this Agreement to formulate standards of Apprenticeship in conformance with the standards of the United Brotherhood of Carpenters and Joiners of America as approved by the Bureau of Apprenticeship and Training, (office of ATEL), United States Department of Labor. The Apprenticeship Program shall be administered by the Joint Apprenticeship and Training Fund. Any questions concerning the training of apprentices shall be brought before the Joint Apprenticeship and Training Committee and the decision of the Committee shall be final and binding. The JATF shall have full power to act on all matters, financial and otherwise, relative to the Apprenticeship Program, and shall by its rules or decisions make all determinations relative thereto, which determinations shall be final binding upon all parties or persons affected.

Section 3. Two-year specialty apprenticeship program will be implemented for drywall as follows:

- a. The specialty apprenticeship program will follow the current four-year program for the first two years with the rate of pay maximum being 80% of Journeymen after completion.
- b. The two year specialty apprentice may continue the additional third and fourth years at a later date, if desired, and receive a four year journeyman card.
- c. The two year specialty program will only be available to new apprentices effective June 1, 1999.
- d. The ratio of journeyman to two year specialty apprenticeship/graduate will be 4 to 3 (4 journeymen/3 specialty).

Section 4. All Apprentices who enter the Joint Apprenticeship Training program shall be subject to the following wage rates:

90 day Probationary Period	50 % of the Journeyman rate
1st year – 1st period	60% of the Journeyman rate
1st year – 2nd period	65% of the Journeyman rate
2nd year – 3rd period	70% of the Journeyman rate
2nd year – 4th period	75% of the Journeyman rate
3rd year – 5th period	80% of the Journeyman rate
3rd year – 6th period	85% of the Journeyman rate
4th year – 7th period	90% of the Journeyman rate
4th year – 8th period	95% of the Journeyman rate

The Pension Fund Contribution for all apprentices shall be the same percentage of the Pension Fund contribution for Journeymen as their apprenticeship wage rate.

Note: During the life of this Agreement, should the Fund Trustees and their

financial advisors certify that the current contribution rate to the Apprenticeship Fund is not adequate to support the Apprenticeship Program, the parties agree to divert sufficient funds from wages to support the Fund.

Section 5. The Employer shall maintain adequate insurance for all Apprentices employees as prescribed by State and/or Federal Law.

Section 6. It is the intent of the parties to this Agreement that all Apprentices indentured to the Indiana/Kentucky Regional Council of Carpenters Joint Apprenticeship Training Fund shall attend day classes as part of their apprenticeship training. The Joint Apprenticeship and Training Fund may pay each Apprentice while attending school.

ARTICLE XXI PAY PROCEDURE

Section 1. The Employer shall pay in full any employee discharged for any cause whatsoever or laid off indefinitely at the time said employee is laid off or discharged. When any employees quit, they shall be paid by 4:30 P.M. on the regular established pay day.

In case an employee is to be laid off, he/she shall be notified one (1) hour prior to time of layoff.

Section 2. All employees shall receive pay on the job before quitting time of the established payday of each week with an official itemized check stub with employee's name, Employer's name, social security number, gross earnings, date, hours worked, and itemized deductions. The Employer shall establish a regular pay day to prevail on all jobs. No employee shall be required to work more than seven (7) days without receiving their pay. Employer agrees to pay in cash or by check on account with a bank within the jurisdictional area. In the event of inclement weather on the established pay day, Employer agrees to make checks available to the job before twelve o'clock noon. When employees do not receive their pay on the job before quitting time on the established pay day, they shall receive four (4) hours pay for each work day thereafter that they do not receive their pay, unless the delay is due to cause beyond the control of the Employer or due to an act of God.

ARTICLE XXII FRINGE BENEFITS

Section 1. It is understood and agreed that during the term of this contract the Employers will continue to contribute to the Indiana Carpenters Health & Welfare Fund for each hour worked by their Carpenter employees under such terms and conditions as are contained in the trust agreement between the parties hereto dated

August 27, 1958, as amended, and as the same may hereafter be amended from time to time. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length.

Section 2. It is understood and agreed that during the term of this contract the Employers will continue to contribute to the appropriate Central Indiana Carpenters Pension Fund for each hour worked by their Carpenter Employees under such terms and conditions as are contained in the trust agreement between the parties hereto dated March 11, 1966, as amended, and as the same may hereafter be amended from time to time. That document shall be deemed to be a part of this Collective Bargaining Agreement as though set forth herein at length.

Section 3. It is further agreed that all Employers who are a party to the terms of the Agreement and/or a Collective Bargaining Agreement with the Indiana/Kentucky Regional Council of Carpenters, and other Employers of Union Carpenters working within the jurisdiction of the Union shall pay and contribute into an Apprenticeship Educational and Training Trust Fund for each hour worked by all Journeymen and Apprentices in their employ.

Section 4. The Employer(s) and the Union recognize the need for quality training of apprentices and journeymen to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of four cents (\$0.04) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Training Fund. The parties also agree that the Employer shall make contribution of two cents (\$0.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America Education Fund. Payment shall be made to the UBC Funds on the appropriate monthly reporting form. Payments of the funds shall be made on or before the 20th day of the month following the month of the work performed and shall be remitted in accordance with the instructions of the Trustees of the respective funds.

The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to each of the respective UBC trust funds described above.

On request, each Employer and/or Union shall receive a copy of the funds' annual report.

Section 5. It is understood and agreed that the Employer shall deduct a minimum of eighty-five cents (\$.85) per hour, and by Employer option and mutual consent of Employer and employee a higher amount for each hour worked, said amount to be withheld from the earnings of each Carpenter employee and transmitted as provided in this Article by the Employer for deposit to such employee's account

with Indiana Carpenters Credit Union, provided that such employee has authorized the Employer to make such deduction on a form complying with applicable state and federal laws concerning such deduction and assignment.

It is further understood and agreed that if any Carpenter employee wishes to make a voluntary contribution of three cents (\$.03) per hour for each hour worked to Committee On Political Education (COPE), and authorizes the Employer to make such a deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contributions from the earnings of such employee and transmit them as provided in this Article.

Section 6. The Union agrees to furnish the proper forms to the Employer for the transmittal of the respective fringe benefit contributions and deductions for the Indiana Carpenters Credit Union and COPE. The Employer agrees to complete all applicable segments of the form and remit the proper amounts due as outlined in Section 6.

Section 7. The parties to this Agreement agree to participate in "Market Recovery Fund" (MRF). Employers further agree to deduct ten cents (\$.10) per hour worked by employees of each Employer provided that each employee has voluntarily executed and authorized such deduction, and provided this written authorization conforms to applicable law concerning such deduction and assignment. The Indiana/Kentucky Regional Council of Carpenters (Council) shall maintain a file of such authorizations and shall provide copies of the same to Employers upon request. The program is incorporated by reference herein and is part of this agreement. The purpose of the Indiana /Kentucky Regional Council of Carpenters MRF, is to use monies designated by our Council for the exclusive purpose of promoting, protecting and expanding the Council's Heavy and Highway carpentry work. The MRF Program includes, but is not limited to, advertising campaigns, education and monitoring programs, productivity studies and related activities. The MRF shall be administered exclusively by the Council's MRF Committee. The committee shall have the authority to engage in all lawful actions and/or activities necessary for operating the MRF.

Section 8. Liquidated Damage Clause for Delinquent Employers: Payments to the Fringe Benefit Funds and Apprenticeship Fund are to be made at the end of each month, but no later than the twenty-first (21st) of the following month, after which time the payments will be considered to be delinquent. In the event the Employer becomes delinquent in his payments to the Funds, the following procedures will be followed:

- (a) On the twenty second (22nd) of each month, all delinquent Employers shall be sent written notification of their delinquencies, and assessed an additional ten percent (10%) of the delinquent amount as liquidated damages, to compensate the Fringe Benefit Funds for administrative**

expenses in pursuing the delinquencies. The fringe benefits and the ten percent (10%) assessments must be paid in full within ten (10) days.

- (b) Should any delinquency continue past the last day of the month, and interest charge of prime rate plus two percent (2%) per annum of the unpaid amount of such delinquency, including all liquidated damages, shall be assessed against the delinquent Employer.
- (c) When an Employer is delinquent for a period of thirty (30) days, the provision of the Article entitled "NO STRIKE NO LOCK OUT" are expressly waived by the Employer and the Union will take such measures in removing Employees from all jobs of the Employer as may be deemed necessary in enforcing payment of the amount of such delinquency.
- (d) Any legal expenses, including attorney's fees and court cost and audit fees incurred in the collection of delinquent funds shall be borne by the Employer plus double interest.

Section 9. 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. The surety bond shall be payable to the Union as Trustee for the benefit of Employees employed by the Employer and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice Training Funds. Such surety bond shall be executed only on a uniform bond form furnished by the Union and must be filed with the Union. Unless otherwise increased by the Executive Secretary-Treasurer of the Union in his sole discretion, the principal amount of the bond shall be:

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

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

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

This Article shall not be subject to the Settlement of Disputes provision of the Collective Bargaining Agreement.

Section 10: Payroll Audits

- (a) **The Trustee of any Fringe Benefit Fund to which the Employer obligated to contribute under this Agreement shall have the responsibility and the right to verify the accuracy of an Employer's contributions to or deduction for Indiana Carpenters Pension Fund, Indiana Carpenters Welfare Fund, Indiana Millwright and Carpenters Affiliated Trade Money Purchase Pension Plan, Indiana/Kentucky Regional Council of Carpenters Joint Apprenticeship Training Fund, UBCJA National Apprentice, UBCJA Training and Education Funds, CIPCI, CAPCI, Market Recovery Fund, COPE Fund, Dues Check-off and/or Working Assessment by performing an audit of the Employer's payroll records, general ledger and other relevant financial documents.**

Such audits shall be performed by the authorized representatives of the Trustees and shall be performed during the Employer's regular business hours, or at such other time as the Employer and Trustees shall agree, following ten days written advance notice given to the Employer. If an audit of an Employer's payroll discloses a delinquency in any of the above funds, in excess of 5% of the total amount due for any such purposes for the period covered by the audit, the Employer shall be assessed the costs of the audit, plus any additional expenses incurred in the collection of such delinquent contributions, including reasonable attorney's fees and court costs. The costs of the audit, when not assessed against the Employer, shall be shared by the recipients of the contributions, on a proportional basis, based upon the ratio of rates of contributions. Under any circumstances, all delinquencies, interest and liquidated damages shall be promptly paid. However, if the Employer refuses to permit an audit thereby causing the initiation of a lawsuit to force the Employer to permit an audit, then that Employer shall pay for the costs of the audit, plus reasonable fees and costs incurred due to the necessity of filing the lawsuit without regard to whether a delinquency is found.

- (b) **In the event of a proven delinquency on the part of the Employer solely for payments to the Vacation/Savings or Dues Check Off to the Union, then the right to request an audit shall lie with the Union, who is responsible for enforcement of the payments. In such cases, on notice from the Union, audits as provided above shall be conducted to determine the delinquencies which are due these accounts.**

**ARTICLE XXIII
WAGES**

ZONE 1 Marion, Hamilton, Hendricks and Hancock Counties and the following townships in Johnson County; White River, Pleasant, Clark and Camp Atterbury, north of Hospital Road.

Wage rates for CARPENTERS & LATHER EMPLOYEES during the term of this Agreement shall be as follows: Effective June 1, 2005 increase total package by \$1.20:

EFFECTIVE JUNE 1, 2005

Wages: \$25.77 Deductions: - .85 cents Indiana Carpenters Credit Union, - 3 ½% gross pay (Dues Check-Off), - .10 cents Market Recovery Fund (IKRCCMRF), - .03 cents COPE (employee optional).

**Benefits: + \$5.25 H&W, + \$3.03 Pension, + .30 cents Apprenticeship, + .06 cents CIPC, + .05 cents CAPCI,
+ .06 cents TFÆF, + .07 Drug Testing**

EFFECTIVE JUNE 1, 2006

\$1.20 increase - disbursements to be determined

EFFECTIVE JUNE 1, 2007

\$1.25 increase - disbursements to be determined

ZONE 2 Fountain, Parke, Vermillion, Vigo, Clay, Montgomery, Boone, Putnam, Owen, Morgan, Monroe.

Wage rates for CARPENTERS & LATHER EMPLOYEES during the term of this Agreement shall be as follows: Effective June 1, 2005 increase total package by \$1.20:

EFFECTIVE JUNE 1, 2005

**Wage: \$24.26: Deductions: - .85 cents Indiana Carpenters Credit Union, - 3 ½% gross pay (Dues Check-Off),
- .10 cents Market Recovery Fund (IKRCCMRF), -.03 COPE (employee optional).**

**Benefits: + \$5.25 H&W, + \$3.03 Pension, + .30 Apprenticeship, + .06 cents CIPC + .05 cents CAPCI
+.06 cents TFÆF, + .07 Drug Testing**

EFFECTIVE JUNE 1, 2006

\$1.20 increase - disbursements to be determined

EFFECTIVE JUNE 1, 2007

\$1.25 increase - disbursements to be determined

ZONE 3 – Brown, Bartholomew (Camp Atterbury south of Hospital Road), Shelby, Rush, Franklin, Decatur and the following Townships in Johnson County: Union, Hensley, Franklin, Nineveh, Needham and Blue River.

Wage rates for CARPENTERS & LATHER EMPLOYEES during the term of this Agreement shall be as follows: Effective June 1, 2005 increase total package by \$1.20:

EFFECTIVE JUNE 1, 2005

**Wage: \$22.78 Deductions: - .85 cents Indiana Carpenters Credit Union – 3 ½% Gross Pay (Dues Check-Off)
- .10 cents Market Recovery Fund (IKRCCMRF), - .03 cents COPE (employee optional).**

**Benefits: \$5.25 H&W, + \$3.03 Pension, + .30 cents Apprenticeship, + .06 cents CIPC + .05 cents CAPCI
+ .06 cents TFVEF, + .07 Drug Testing.**

EFFECTIVE JUNE 1, 2006

\$1.20 increase - disbursements to be determined

EFFECTIVE JUNE 1, 2007

\$1.25 increase - disbursements to be determined

ZONE 4 – Blackford, Delaware, Fayette, Henry, Jay Madison, Randolph, Union and Wayne.

Section 1. Wage rates for CARPENTERS & LATHER EMPLOYEES during the term of this Agreement shall be as follows: Effective June 1, 2005 increase total package by \$1.20:

EFFECTIVE JUNE 1, 2005

**Wage: \$23.97 Deductions: -.85 cents Indiana Carpenters Credit Union, - 3½% gross pay (Dues Check-Off),
- .10 cents Market Recovery Fund (IKRCCMRF), -.03 COPE (employee optional).**

**Benefits: +\$5.25 H&W, +\$3.03 Pension, + .30 Apprenticeship, + .06 cents CIPC + .05 cents CAPCI
+ .06 cents TFÆF, + .07 Drug Testing.**

EFFECTIVE JUNE 1, 2006

\$1.20 increase - disbursements to be determined

EFFECTIVE JUNE 1, 2007

\$1.25 increase - disbursements to be determined

Section 2. Wage rates for MILLWRIGHTS during the term of this Agreement shall be as follows: Effective June 1, 2005 increase total package by \$1.20:

EFFECTIVE JUNE 1, 2005

WAGES: \$23.10 - .85 cents Indiana Carpenters Credit Union, - 3 1/2 % Gross Pay (Dues Check-Off), - .10 cents Market Recovery Fund (IKRCCMRF), -.03 cents COPE (employee optional).

Benefits: + \$5.25 H&W, + \$3.03 Pension, + .30 cents apprenticeship, + .06 cents CIPC, + .05 cents CAPCI, + .06 TFÆF, + \$2.67 Annuity, + .07 Drug Testing.

EFFECTIVE JUNE 1, 2006

\$1.20 increase - disbursements to be determined

EFFECTIVE JUNE 1, 2007

\$1.25 increase - disbursements to be determined

During the life of this Agreement, should any of the various funds certify that the current Employer contributions, to any of the fringe benefit plans, are not sufficient to support the level of benefits, the parties hereto agree that additional funds will be diverted from wages to actuarially support the benefit level or the schedule of benefits will be reduced so as to assure sound funding of the fringe benefit funds. Any time the Trustees determine Health & Welfare contributions are greater than need the money shall revert to the employees wages.

If a new National Health Care Plan is enacted during the life of this Agreement it shall immediately reopen and the Employer cost of the new Plan should be taken out of the Health and Welfare costs in this contract.

During the life of this Agreement, the Union may establish special Dues Check-Off and the Employer agrees to deduct the amount to be determined by the Union.

If during the term of this agreement the carpenter membership elects to implement an annuity trust, said change to be effective thirty (30) days after notification to Employer.

**ARTICLE XXIV
CONSTRUCTION INDUSTRY PROGRESS
COUNCIL OF CENTRAL INDIANA**

The parties to this Agreement agree to participate in the market recovery program. The program is a non-for-profit corporation and is governed by a Board of Directors consisting of equal number representing Union and Employers who agree to participate. Employers further agree to fund the Program through contributions not to exceed ten cents (\$.10) per hour worked by Employees of participating Unions. Details of the Program are contained in the Articles of Incorporation and By-laws which are made a part of this Agreement by reference.

**ARTICLE XXV
CONSTRUCTION ADVANCEMENT
PROGRAM OF CENTRAL INDIANA, INC.**

It is understood that the Associated General Contractors of Indiana, Inc., an Indiana Corporation not-for-profit, has established the Construction Advancement Program of Central Indiana, (hereinafter, Program). The purpose of such program to be to generally promote and improve the construction industry, including, without limiting the generality of the foregoing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and specifications, development of relations with other (including the public, architects, suppliers and labor), collection and distribution of information useful and beneficial to the construction or contracting industry, and otherwise promote and advance the interest and common good of the construction contracting industry in the state. It is understood that each Employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations, such Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute an amount per clock hour for each hour worked by each of his Foremen, Journeymen and Apprentices covered by this Agreement. The hourly amount shall be between Five Cents (\$.05) to Ten Cents (\$.10), as determined

by the Trustees of the Program, provided that a minimum of two month's notice shall be provided by the Trustees before the amount may be adjusted within said range.

Each Employer shall pay the contribution to the Program on or before the 20th day of each month on account of hours which it compensates such employees during the preceding calendar month. The Employer shall also provide the Program with a copy of the hours report the Employer furnishes to "The Funds" showing the hours worked by employees covered by this Agreement for which contributions are being made to said funds for such month.

It is expressly understood and agreed that the Board of Directors of the Program have the authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the Program in accordance with the provisions of this Article. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the Program, including attorney's fees, court costs, and other expenses incurred in the audit and collection of such delinquent and/or non-contributed funds shall be born by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the Program with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

It is expressly understood and agreed that no Employee, Employer or Union shall have any vested or proprietary interest in or right to any sum constituting a part of said Program.

ARTICLE XXVI SUBSTANCE ABUSE PROGRAM

The Union and the Associated General Contractors of Indiana, Inc., and/or signatory Employer, hereby agree that the Drug and Alcohol Testing Program ("Program") developed and agreed to by the Top Notch Committee and the Unions of the Central Indiana Building Trades Council is incorporated by reference herein and made a part of this Agreement. The initial terms of the Program will be those agreed to by the Top Notch Committee and the Central Indiana Building Trade Council Unions. Thereafter, the Trustees of the Program shall have the authority to amend the terms of the Program to which employees working under this Agreement will be subject.

The Program will be funded by contributions to the Trust, which will be established by the Trustees of the Program. The Trustees of the Program shall have the authority to determine the amount to be contributed by signatory Employers to defray the cost of the Program. The Trustees may set the contribution at any rate

up to ten (\$.10) cents per hour depending on the Trustees' assessment of the amount needed to fund the Program adequately to fulfill its purposes. Once the rate has been set, the Trustees may adjust the rate of contribution from time to time within the parameters set forth above, provided the Trustees give the Employer at least sixty (60) days' notice of any such adjustment.

It is agreed that the Employer contribution to this fund is *not* part of the wage/fringe package under this Agreement, but is instead a separate additional contribution made by the Employer solely to fund the Program. Accordingly, the establishment or adjustment of the rate of contribution by the Trustees shall not affect the wage rates or the amounts set forth for contributions to fringe benefit funds under this Agreement.

ARTICLE XXVII SUB CONTRACTING

Any sub contractor awarded a portion of the job site work of a Signatory Employer performing job site construction work covered by this Agreement shall pay wages, fringe benefit contributions and abide by all terms and working conditions set forth in this Agreement while such sub contractor is on the project.

ARTICLE XXVIII GRIEVANCE/ARBITRATION

It is agreed that in the event of any disputes arising out of the interpretation or application of this Agreement, excluding questions of jurisdiction of work, the same shall be settled by means of the procedure set out herein. No grievance shall be recognized unless brought to the Employer's attention within five (5) days after the alleged violation was committed.

Grievances shall be settled in accordance with the following procedures.

Step 1. The dispute shall be referred to the Steward or his designated representative, who shall discuss the grievance with the Employer's representative at the job site.

Step 2. In the event the Steward and Employer representative at the construction site cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Union's Business Manager and the Labor Relations Representative of the Employer or their designees.

Step 3. If the grievance is not resolved within ten (10) calendar days after completion of Step 2, the Union may refer the grievance to arbitration by written notice to the Employer given within five (5) working days thereafter.

Step 4. ARBITRATION – The grievance shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, and two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitration shall be handed down within two (2) days after the election of the third member and the decision of the Board of Arbitration shall be final and binding upon both parties.

The decision of the Board shall be final and binding on the Employer, the Union and the Grievant(s). The Board's fees and expenses shall be borne equally by the parties.

Any of the time limits set forth herein may be extended by mutual agreement. Any grievance not advanced to the next step of the grievance procedure within said time limits shall be deemed settled and resolved on the basis of the action taken in the preceding step.

ARTICLE XXIX JURISDICTIONAL DISPUTES

All jurisdictional disputes shall be handled in conformance with the procedures specified under the "Plan for Settlement of Jurisdictional Disputes in the Construction Industry." Both parties agree that there will be no work stoppage during the settlement of a jurisdictional dispute.

ARTICLE XXX SAVINGS CLAUSE

If any article or provisions of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the Executive, Legislative, Judicial or Administrative Branch of the Federal or any State Government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place instead, and article or provision which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement of the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**ARTICLE XXXI
MILLWRIGHT WORK**

Section 1. All provisions of this contract shall apply to Millwrights work and the following additions and exceptions shall apply.

- (a) Where delicate precision instruments are being used to perform Millwright work, a separate place or storage shall be provided under lock. If the Employer fails to provide such storage space for Millwrights' tools and any loss occurs, the Employer is to be held responsible and tools lost are to be replaced by the Employer or reimbursement made by the Employer within fifteen (15) days. Each Employee shall be required to furnish the Employer or his agent with an itemized sworn statement of loss. Failure of the employee to use said space will relieve the Employer from liability.**
- (b) The business Representative of the Union may, at his discretion, appoint a Steward for Millwright work from project Employees.**
- (c) When three or more Employees are being used for millwright work, a Foreman shall be designated. This Foreman may also be the Foreman of a carpenter crew. When two or more Foremen are employed, there shall be a general Foreman employed.**
- (d) The employees who may be performing millwright work shall be allowed five minutes to pick up tools and perform any necessary clean up.**

Section 2. Employer agrees that the Millwright Steward shall have sufficient time to assist new Employees with their gear when hiring in and also when being laid off.

Section 3. No Millwright Foreman shall be required to supervise jobs in more than one plant at the same time.

Section 4. Journeymen will be required to have their own tools in good working condition when reporting to work for a Contractor.

Section 5. Provisions shall be made for a tool room and a Millwright assigned to maintain such a tool room when job conditions, as determined by the Superintendent and Union Business Representative warrant, a tool room.

Section 6. Welder – 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 it at the regular hourly base rate. Any expenses involved in connection with an Employee taking such tests shall be borne by the Employer.

Section 7. The rate of pay for the Millwright Foreman shall be a minimum of eight percent (8%) per hour more than the Journeyman's rate of pay. General Foreman shall receive a minimum of twelve percent (12%) per hour more than the Journeyman's rate of pay.

Section 8. On small service or maintenance jobs, involving eight (8) hours or less, one man of Foreman's rate of pay will be permitted to work, providing no safety hazard is present.

Section 9. For periodic mechanical maintenance (inspection and repair) the double time after ten (10) hours a day clause may be altered or excluded by mutual consent of the Union and Employer.

APPENDIX "A" TRADE AUTONOMY

Section 1. The term "Carpenter" and the term "Joiner" are synonymous and in either case shall mean one who prefabs or constructs forms for footings of foundation of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic, or any other type of material, the erection of structural parts of a house, building or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of all forms. The fabrication, erection, and dismantling of all false work. Where power is used for the setting or dismantling of forms or any other material erected of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates, including anchor bolts necessary for structural members or machinery and the placing and/or leveling of those bolts is included.

All framing in connection with the setting of metal columns. The setting of all forms, centers and bulkhead, the fabrications and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work.

The installation of all moldings made of wood, metal, plastic or composition, installing or run-stripes for plumbers or other trades or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other material erected by Carpenters.

The installation of framework partitions and trim materials for toilets and bathrooms made of wood, metal, or plastic or composition materials, fastening on of all wooden, plastic or composition cleats to iron work or any other material; the erection and installation of other materials between girders and joists for fireproofing or concrete centers; setting and handling of all sash, doors, inside and outside blinds, windows and other frames, erection or application of all shingles, siding, wallboard, or sheets composed of wood, pulp, plastic, plaster, transit or composition materials of any combination of any of the above with any other material including combined of faced with metal regardless of the manner attached.

Erection of all wood, metal, plastic and composition partitions, cutting and applying of all furring, making and fastening of wood brackets for metal ceilings and side walls, erection of all wood furring for cornices and putting on all grounds for plaster or cement finish.

The building, erection and dismantling of all scaffolding and staging; the building and construction of all derricks, the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings. Fitting, installation and fastening of stops, beads and molding in doors and

windows, framing of all false work, derricks and hoists; travelers and all lumber of material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood, the hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casing, moulding, chair rails, mantels, base or mop boards, wainscoating, furniture, china closets, kitchen cabinets, wardrobes, and installation of bowling alleys and installation of displays.

The manufacturing and erection of cooling towers and tanks. The installation of wood, plastic or metal awnings, door shelter, marquees and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum, vinyl, rubber, or any other type of resilient floor covering. The installation of rugs, carpet, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety; and all insulation whether nailed, glued or blown.

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether wood or other material, making and fitting of screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, billboards, meter-boards and boards of all types.

The handling of lumber, fixtures, trim and other material erected by Carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums and open air theaters and other buildings; installing wood, metal and plastic corner beads, erecting mortar and brick hoists and concrete distributors used in erecting buildings or fire-proofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, triples; setting of forms fore sidewalks, sidewalk lights, curb and gutters and all welding and burning incidental to carpentry.

The operation of winches and jacks, whether operated manually or operated mechanically by portable operating devices used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America, and all tagging and signaling incidental to the trade.

Section 2. Lathers work description is erecting, constructing, installing and completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; wood, wire, and metal lath, plaster board of other material which takes the place of same to which plastic or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, nail lock, screw lock,

pomeroy, T-Bar, H-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Truscon, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a drywall finish, such as gypsum board, wall board, wooden paneling, etc., or when studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plastic or acoustical materials.

The nailing, tying and fastening of all wire and metallic lath, such as wire cloth, wire mesh, expended metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith.

The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plaster board, button board, flexlinum board, bishopric celotex, gypsum lath, rocklath, sheetrock or any and all other types of material erected to receive or hold plastic or acoustical material.

The erection of any and all mechanical acoustical systems, such as Cupples, Economy, Fiberglass, Jackson, Reynolds Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered.

The erection of all metal plastering accessories, such as metal corner beads, door and window casing beads, metal picture mould, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, or screed for plastic material.

Installation of reinforced concrete construction where such agreements shall prevail.

Such other work as falls within Section 2 as such other work may now exist or may come into being as a result of the development of new methods and new materials.

Section 3. The Indiana/Kentucky Regional Council of Carpenters and Millwrights shall have jurisdiction over all millwright work within the territory described in Article V of this agreement. All Millwrights shall be referred from, or if hired directly, shall become members of an affiliate Millwright Local of this Council in accordance with Article VIII of this agreement.

The work jurisdiction of "Millwrights" shall be the hoisting, rigging, moving, dismantling, aligning, erection, assembling, repairing and adjusting of all machinery and equipment installed in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or service, be it powered by electric, gasoline, diesel, nuclear, solar, water, air, or chemical, and in industries such as, and including those which are identified for the purpose of description, but not limited to the following: wood working plants, paper and pulp, cellophane, stone crushing, asphalt plants, sewage disposal, water plants, laundry, bakery,, missing plants, can, bottle, bag packing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment fields, installation of control rods and equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: Setting of all engines, motors, generators, air compressors, fans, blowers, pumps, scales, hoppers, conveyors of all types, of feeding machinery, amusement devises, mechanical pinsetters and spotters in bowling alleys and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn head and indicators, shafting, bearing cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters calendars, rolls, winders, re-winders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning extruder ball mills, collectors equipment in meat packing plants, splicing or ropes, cables.

The installation of protection equipment including machinery guards. The installation of tubing used in lubrication machinery installed by Millwrights, grinding, cleaning, servicing and machine work necessary for any equipment or machinery installed by the Millwrights and the breaking in and trial run of any equipment or machinery installed by the Millwrights.

All metal storage racks of type erected on such projects as warehouses, factories and industrial plants (exception: in storage rooms in connection with retail outlets where the retail outlet is larger than the storage area the racks shall be installed by Carpenters).

The unloading, handling and erection of metal storage racks of all descriptions, including automated racks, regardless of trade name, will be performed by a crew composed of Millwrights.

Conveyors in connection with metal storage racks which are not a part of the storage racks will be erected in accordance with the Conveyor Agreement.

Finally, all work pertaining to machinery used for manufacturing purposes or amusement devices, all machinery operated by power derived from atomic energy, or any other source, or any materials being used now or with the evolution of time will come under this jurisdictional claim.

Section 4. Utility Construction shall include the prefabrication and placement of all forms and footings in the erection of water/sewer treatment plants, storm and sanitary sewers, waterlines, pump stations, lift stations, conduit lines, airlines, streamlines, sheeting, manhole erections, concrete formed connectors, electrical substations, head walls, and all other carpenter work incidental to utility construction and flood control.

Section 5. The jurisdiction of work referred to in this Article is the jurisdiction of work claimed by the United Brotherhood of Carpenters and Joiners of America and nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the inclusion of the claims of jurisdiction of work in the Agreement.

MASTER AGREEMENT

SIGNATURE PAGE

This Agreement shall continue in full force and effect beginning June 1, 2005, up and including May 31, 2008, and shall continue in effect for the year following unless either party notifies the other at least sixty (60) days prior to the termination date that a change is desired.

In witness and testimony of the provisions mutually agreed upon as specified herein, the duly authorized Officer and/or Representatives of both Parties affix their Signature on this ____ day of _____ 2005.

**ASSOCIATED GENERAL CONTRACTORS
10 West Market Street, Suite 1050
Indianapolis, Indiana, 46204**

**BY _____
Robert Hargate
Executive Director**

**INDIANA/KENTUCKY REGIONAL COUNCIL OF CARPENTERS
2635 Madison Avenue
Indianapolis, Indiana 46225
(317) 783-1391**

**BY _____
David C. Tharp
Executive Secretary-Treasurer**