

AGREEMENT

between

EASTERN MILLWRIGHT REGIONAL COUNCIL

And

MILLWRIGHT LOCAL UNION NO. 443
of the
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
OF AMERICA

And

ATLANTIC MILLWRIGHT CONTRACTORS ASSOCIATION

And

NORTHEAST MILLWRIGHT ASSOCIATION

EFFECTIVE DECEMBER 1, 2018

EXPIRES APRIL 30, 2022

TABLE OF CONTENTS

<u>Article</u>	<u>Page #</u>
Forward	4
Article I - Jurisdictional Area	4
Article II - Hiring Procedure	4
Article III – Recognition and Non-Discrimination	5
Article IV – Trade Autonomy	6
Article V – Work Jurisdiction	7
Article VI – Union Security	12
Article VII – Work Rules, Tools and Equipment	12
Article VIII – Pre-Job Conference	14
Article IX – Jurisdictional Disputes	15
Article X – Hours and Day of Work	15
Article XI – Four Tens Work Provisions	16
Article XII – Shifts	17
Article XIII - Stewards	18
Article XIV – Millwright and General Foremen	18
Article XV – Reporting Pay	19
Article XVI – Joint Apprenticeship & Training Funds for Local 443	20
Article XVII – Pay Period for Millwright Local Union #443	21
Article XVIII – Surety Bond	21
Article XIX – Wages and Fringes	22

<u>Article</u>	<u>Page #</u>
Article XX – Parkersburg-Marietta Contractors & Trades Education Development Fund	27
Article XXI – Charleston L.E.A.D.	27
Article XXII – Millwright Local 443 Social Defense Fund	27
Article XXIII – Subcontractor Clause	28
Article XXIV – Strikes & Lockouts	28
Article XXV – Arbitration Clause	28
Article XXVI – No Other Verbal Agreements	29
Article XXVII – Expiration Date of Agreement	30
Signature Page	30
Schedule A	31

FORWARD

This Agreement is made and entered into this 1st day of December, 2018, by and between the Atlantic Millwright Contractors Association and the Northeast Millwright Association, party of the first part (collectively, "Associations"), acting for and on behalf of themselves and, pursuant to authority duly granted, for and on behalf of each of its present and future contractors (individually referred to as "Contractor" or "Employer"), and the Eastern Millwright Regional Council (hereinafter referred to as the "Council," or "EMRC" or "Union"), and its Millwright Local Union No. 443 (hereinafter referred to as "Local 443"), parties to the second part, acting for and on behalf of themselves and their present and future members, and other employees (as hereinafter defined) of the Employer. A current list of Contractors who have so authorized will be furnished to the Union. All parties to this Agreement agree to provide each other, upon request, with additions to the list during the term of this Agreement.

ARTICLE I

JURISDICTIONAL AREA OF THE COUNCIL AND LOCAL 433

The EMRC covers New Jersey, New York, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, West Virginia, Virginia, Pennsylvania, Delaware, Maryland, the District of Columbia; Washington and Athens counties in Ohio; and Betie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Northhampton, Pasquotank and Perquimans counties in North Carolina. The provisions of the Agreement shall govern the employment and the conditions under which Millwrights shall work and the term "Millwright" shall embrace all the branches of the trade coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, and engaged in building construction in the following geographical area covered by Local 443:

West Virginia (excluding Brooke, Cabell, Hancock, Lincoln, Ohio, Marshall and Wayne counties), Alleghany, Garrett, and Washington counties in Maryland, and Washington and Athens counties in Ohio.

ARTICLE II

HIRING PROCEDURE

The Employer agrees to give the applicable Millwright local union hiring hall first opportunity to furnish competent and qualified journeymen and apprentices upon the Employer's request and the Union agrees to supply such workers. In the event the Union cannot supply such workers within forty-eight (48) hours of the Employer's request, the Employer may hire from any available source. The procedures of the hiring hall shall be maintained by the Union in writing. Modification of those procedures shall be made only by mutual agreement of the parties.

ARTICLE III RECOGNITION AND NON-DISCRIMINATION

SECTION A. UNION RECOGNITION — The Associations recognize the Union as the sole collective bargaining agent for all Journeymen Millwrights and all of their apprentices, trainees and foremen, hereinafter referred to as employees, who perform work within the trade-line jurisdiction of the United Brotherhood of Carpenters and Joiners of America in the matters of wages, hours of work, and all other working conditions excluding, however, all supervisors as defined by the Labor-Management Relations Act of 1947, as amended.

SECTION B. Each Employer bound hereto also agrees to comply with the wage rates, fringes, and working conditions in effect in all of Carpenter and Millwright Regional Council agreements whenever performing work within the territories of the EMRC.

SECTION C. The Employers acknowledge that the Union has demonstrated that the Union has majority support and represents a majority of the Employers' employees in an appropriate unit for the purpose of collective bargaining. Accordingly, the Union demands and the Contractor recognizes the Union as the exclusive bargaining agent under Section 9 of the NLRA for all of its employees within the contractual bargaining unit.

SECTION D. It is agreed that this Agreement shall be binding upon all members of the Employers Association or anyone who becomes a member of the Employers Association and shall remain in effect for all said members, for the duration of the contract. An exception to this paragraph may be made when through mutual agreement between the Association or Contractor and Union, negotiations may be entered into to alter this Agreement to apply to a special situation such as maintenance work which would not be considered normal construction.

SECTION E. In the signing of the Agreement it is recommended and requested that the contractors signed below will abide by, aligned with, and recognize and become a part of the bona fide Contractor Association, in order to procure, receive and gain the necessary and adequate craftsmen for a given job and/or project. The acceptance of the contractors signed below, by the bona fide Association will be at the discretion and the responsibility of said association, depending upon the reasonable and ordinary size and tenure of the contractor, job and/or project. The Associations must furnish a list of the members of their organization signatory to this contract.

SECTION F. The Employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this Agreement, the employer shall have the right to plan, direct, and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees because of lack of work or for other legitimate reasons, provided that this duty will not be used for purposes of discrimination against any employee, as provided in our agreement. No rules, customs, or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

SECTION G. For millwright work, the Millwright Council and Local 443 recognize the threat of non-union competition and will do all possible to promote union millwright construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties

recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer shall contact the Executive Secretary-Treasurer of the Millwright Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief and will notify the Associations. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Procedures shall be established by the Executive Secretary Treasurer or his or her designee to notify all contractors of the changes, which have been granted for that particular job.

SECTION H. NON-DISCRIMINATION – The Employers agree that in the employment of workers to perform the various classification of work as herein designated, that there will be no discrimination against applicants because of applicant's age, race, creed, color, sex, religion, or national origin or membership in the United Brotherhood of Carpenters and Joiners of America.

ARTICLE IV TRADE AUTONOMY

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials. The handling, erecting, installing and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the employees are required, either through the operation of machine or hand tools, either at the job site or in production shops, mills and factories.

The United Brotherhood of Carpenters and Joiners of America's claim of jurisdiction, therefore, extends over the following divisions and sub-divisions of the trade: Carpenters and Joiners; Lathers; Millwrights; Pile Drivers, Bridge, Dock and Wharf Carpenters; Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders and Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Display Workers; Shinglers, Siders and Insulators; Acoustic and Drywall Applicators and Finishers; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers, Reed and Ratan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers, Railroad Carpenters and Car Builders and all those engaged in the operating of wood working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers or tenders to any of the above divisions or sub-divisions.

ARTICLE V WORK JURISDICTION

Section A. The term "Millwright" and Machinery Erectors shall be synonymous. Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our autonomy when, to avoid repetition, it is not described in other applications, any change in technology or materials that replace an application that falls under Millwright jurisdiction shall be deemed the work of the Millwrights.

Some of the locations in which you may find machinery, equipment and their components are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, ethanol or similar type facilities, bio-mass facilities, cosmetic facilities, pharmaceutical facilities, post offices, package handling centers, incinerators, co-generation, coal gasification and power plants, automotive, truck and or similar manufacturing type factories, maintenance facilities for cars, trucks, trains, planes, buses, bio-research facilities, the amusement, recreational and entertainment fields, semi-conductor plants, clean rooms and wind farms, all mechanical equipment on submarines and ships either assembled, semi assembled, disassembled or maintenance of is the work of the Millwright.

Section B. The Associations recognize that the Union claims the following work jurisdiction:

The unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, welding, burning, erecting, calibrating, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind or any other source, regardless whether temporarily or permanently installed or located and shall also include the following work:

1. Unloading, hoisting, rigging, dismantling, processing, erecting, assembling, cleaning lining, aligning and adjusting of all machinery used in the transmission of power, in building factories, or elsewhere, shafting, bangers, gears, sprockets and chains, belting and all other drives necessary to the transmission of power, truck bumpers, telescopic seals at truck terminals, load levers and Kelly type docks.

2. Millwrights shall set all engines, motors, dynamos, generators, diesel generators, motor restraints, install, measure and align with optical instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components, the attachment of the inlet manifolds and exhaust ducts, cylinders,

diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, perform oil flush, install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases, perform precision grouting integral to the setting of machinery, using the following materials, epoxy, wet, non-shrink, dri-packing or other types, demineralizing, hydromation and mechanical dust systems, sensors, air compressors, superchargers, coolers, boiler controls and linkage, Bailey Meters or similar devices and their linkages, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches including the brackets that are attached to, stop logs, dam rollers, transfer cars, gear head motors, lifts, guns and gun mounts, the skidding and unskidding and crating and of all machines, shall be the work of the Millwrights. Setting of all motors and pumps and putting on all pulleys, sheaves and flywheels for same; and setting of all worm or gear drives directly coupled to motors; and the making and setting of all templates and any re-work of the above either on site or the removal of pumps for rework off site.

3. All coal handling machines and drives; crushers, conveyors, and drafts, whether the frames be of steel or wood; and all necessary supports shall be assembled by millwrights except such as are to be fastened by hot rivets. The framing and drilling of all work hoppers as handling machinery either elevated or conveying. All burning and welding of same.

4. Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric, rolls, fan conveyors, all conveyors, belt, chain, screw, whether boxes be of steel, iron or wood. The assembling of all train rails, mono rails, overhead cranes or all travelers where no hot rivets are used in assembling same.

5. Setting all beams or timbers used in the reception of machinery and drilling of holes, necessary for the foundation whether they be of wood or steel, stone, concrete or other materials, whether ratchet or power drills are used. The erection and dismantling of machinery conveyors.

6. All grain handling appliances, cleaners, clippers, needles machines, car pullers and grain shovels. The manufacture and erection of wood leg, spouts and conveyor boxes.

7. The erection of steel and/or cast-iron legs, heads or roots and conveyor boxes, framing of all marine legs and ship shovels and the framing of all scale timbers. Setting of all scales, tract hopper or automatic, all boot tanks, receiving hoppers and devices used for elevator legs when not electrical appliances.

8. All bin valves, turnheads and indicators, all necessary shafting bearing and supports, all drives, rope belt, chain or rawhide, all pulleys, cable sprockets or gearing and the cutting of all key seats and valve lapping and fitting all machine surfaces in new or old work in the field.

9. All sewage disposal machinery and coffee roasting plants.

10. All amusement devices of all kinds; all animation and mechanical exhibits that are used in expositions and fairs, all turntables in expositions, fairs, gas stations and garages, all barrel or package devices either elevated or conveying; all presses, hydraulic or otherwise.

11. All direct or connected machinery of any power hog hoist and meat handling machinery, all spice or flour or cereal mills, or cotton, wool, silk, twine, paper, saw, cement, planing, powder and paint mills, machinery and woodworking shops or factories, jewelry and powerhouse machinery, sugar refineries, starch house, bakeries, fertilizer breweries, and shoe factories. All ice plants and equipment, ice cream factories and laundries, knitting mills and power sewing machines. All work pertaining to machinery used for manufacturing purposes or amusement devices which will come with the evolution of time and this craft will come under this jurisdiction claim, and all burning and welding involved.

12. Sewage and Water Treatment Plants-disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, degritting equipment, bar screens, comminutors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including any related piping or duct work, filter presses, sand filtration systems (excluding the filtration media and associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, mono rails, gates and setting odor control equipment, (excluding heating, ventilating and air conditioning work or associated earthworks).

13. The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzlyscreens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, vibra-flow feeder machine, circuline grit collectors, pre-aeration and settling tanks, circuline sludge collectors, circuline mixer collectors, grip dewatering screens, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, washers for cars, trucks, buses, trains and other types, hydraulic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors, activation equipment, racks, material handling platforms, transition pieces, the handling and installation, of pulleys, gears, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

14. The laying out, fabrication and installation of protecting equipment including: machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes in machinery for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights, cleaning of machinery before turnover to owner, machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights.

15. When optical instruments such as automatic levels, builders transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate and set machines, these tools are considered a tool of this trade and are to be used by Millwrights to set their equipment.

16. Rock, sand and gravel plants, batch or aggregate plants, recycling equipment, crushers, conveyors, chutes from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways or elsewhere.

17. Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work. (Removal shall be allowed by the Union whose members have been educated and trained in the safe removal of asbestos materials and have a Connecticut State Certified License for asbestos removal.) Any new equipment or technology designed to replace any of the equipment described above shall remain in the jurisdiction of the Millwrights.

18. The welding torch, burning equipment and chain falls are tools of the trade having jurisdiction over the work being performed. Employees using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. .

19. The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, monorail (all sizes), trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers, heat exchangers, grain, ball, hammer, roller mills and other, crushers and beaters, hoppers, bins chutes and spouts, tum tables, shears, casing machines, robots, air conveyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, including their supports, people movers, jetways, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizes, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

20. Any change in technology or materials that replaces an application that falls under Millwright jurisdiction shall be deemed the work of the millwright.

21. Metal Storage racks, unloading, handling, and erecting of metal storage racks of all descriptions, including automated racks, regardless of trade name, is the work of the Millwright.

22. All work relation to the installation of Photovoltaic Energy Systems (Solar Panels) to include the following: foundations, anchor bolts, supports, brackets, pans, racks, positioning motors, motorize system, bearings, counterweights and supporting structures of any kind regardless of material or design. All rigging, setting, prefabrication, fastening, welding, bolting in relation to these systems, whether built on land, flat roofs, pitched roofs or any other application.

23. Any change in technology or materials that replace an application that falls under Millwright's jurisdiction shall be deemed the work of the Millwright.

24. Layout Work. The Millwright shall drive all stakes, erect all braces and batter boards and do all layout with transit, level or any other means for the purpose of, but not limited to, locating machinery, equipment, bridges, footings, foundations, floors, walls, bolts, columns, partitions, door bucks, curbs, manholes, excavations, etc.

On larger jobs such as power plants, dams, bridges, projects, or any other job where it is necessary to have a full-time crew for layout, line or grade work, the following will apply:

(a) A Millwright foreman or company supervisor shall supervise and direct members of the unit on any one job. He shall be directly responsible for the layout from specifications and plans to the direction and actual performance of the layout. He shall read plans and specifications, make sketches for performance of layout, develop and maintain survey records, do the necessary computations, control the layout of the job and be able to do the required duties of any member of the unit. He shall direct employees in the unit.

(b) Millwright journeyman under the directions of a Millwright foreman or company supervisor shall perform layout and run the instrument in a party. They shall set up, operate and make minor adjustments, read plans and sketches, and keep surveying records.

(c) Millwright journeyman or apprentices, if available, shall hold the rods and generally assist in doing layout.

The Union and the Associations agree to include in their Apprentice and Journeyman Training programs instructions in the use of the transit, level, theodite, piezometer lazer when used as an instrument and other related instruction in the field of layout, line and grade work so that a sufficient number of properly trained employees will be available to the employer at all times.

It is agreed that the aforementioned layout work will be assigned to employees covered by this Agreement and not to any other craft.

The Contractor reserves the right to employ a Licensed Professional Engineer or Land Surveyor for establishing basic location of buildings, for making certified surveys, and for

protecting the employer from liability for improper layout.

ARTICLE VI UNION SECURITY

SECTION A. To the extent permitted by applicable law, all Employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing in the Union as a condition of employment during the term of this Agreement.

SECTION B. To the extent permitted by applicable law, all new employees, on the eighth (8th) day following the beginning of their employment or the execution date of this Agreement or the effective date of this agreement, whichever is the later, shall become and remain members in good standing of the Union in order to continue in employment, all to be applied and enforced in accordance with the provisions of the National Labor Relations Act, as amended. All Employees accepted into membership shall thereafter maintain their continuous good standing in the Union as condition of employment by paying regular monthly Union fees uniformly paid by other members in the same classification in the Union in accordance with its rules.

SECTION C. To the extent permitted by applicable law, in the event that a worker fails to render the admission fee or that a member of the Union fails to maintain his membership in accordance with the provisions of this paragraph, the Union shall notify the Employer in writing and such notice shall constitute a request of the employer to discharge said individual worker within forty-eight (48) hours for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph.

ARTICLE VII WORK RULES, TOOLS, AND EQUIPMENT

SECTION A. There will be no restrictions against the use of machines, tools, or labor savings devices provided the same are operated under the conditions of this agreement and furnished by the Employer and provided that any item of equipment shall not be defective so as to render it unsafe to use.

Restrictions on the Use of Tools: There shall be no limit on production by workmen or 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 restriction on efficient regulations. Slowdowns, standby crews and featherbedding practices will not be tolerated.

SECTION B. The Employer shall furnish all drills, hacksaw blades, all wrenches over one and one-quarter (1 1/4") inch, files, taps, reamers or any other special tool that is not normally carried in an employee's kit of tools including all power activated tools whether electric, chemical propellant air or gas powered. On jobs in which no other trade is assigned work by the Contractor, any stock room crib that is on the premises of the job where the distribution of tools or materials, etc., are being distributed to employees, shall be operated by an employee depending on the type of work being performed. The Employer shall furnish all necessary equipment for burning and welding.

SECTION C. It shall be the responsibility of the Employer to arrange and assume the cost, if any, for testing or certification of any type for welders, if such is a condition of employment.

SECTION D. All journeymen mechanic members of the Union shall carry such tools as may be necessary to perform any work to which they may be assigned, one half (1/2) inch drive socket set, not to exceed one and one-quarter (1 1/4") inches, adjustable wrenches such as crescent not to exceed fifteen (15) inches. They shall not furnish drills, taps, files, hacksaw blades, or any power activated equipment or any special tools, such as chucks or sleeves for lathes, etc.

SECTION E. Employers requesting Millwrights shall specify the nature of the work to be performed so only the tools required for the work will be on the job site.

SECTION F. Standard optical lens for welding hoods will be furnished by the Millwright. If damaged or broken on the job, the employer will replace them.

SECTION G. Tool list: upon request of the Employer at the start of his employment, the Millwright or Apprentice shall submit a complete list of tools to the Employer.

SECTION H. Safety Equipment: the Employer shall furnish all Safety equipment required by the Employer. If eyeglasses are ruined or destroyed in the performance of the Employees work, the Employer shall pay them for. Wearing apparel destroyed by acids, chemicals or other materials shall be replaced by the Employer.

The Employer shall provide welding and burning protective equipment. In any case where the provision of adequate Fire Watch has not been expressly assumed by the owner or end-user, a Millwright shall be designated as Fire Watch whenever another Millwright is welding, burning or grinding.

SECTION I. Tool storage and change facilities: The employer shall furnish a suitable room for use of employees for the purpose of storing personal tools, clothing and eating lunch. Such room shall be, dry, kept clean at all times, heated in cold weather and provided with a substantial lock. A gang box or similar type storage container will be provided as a dry, clean and secure locked place for personal tool storage if it is not possible to provide a locked room as required above. The use of a gang box type storage system for personal tools does not circumvent the requirement for a clean secure heated change and eating area. Said personal owned tools will be kept under separate lock from other crafts and or other shifts. Employers shall carry adequate fire and theft insurance on tools of employees. Employers not carrying adequate fire and theft insurance will assume responsibility for said tools. The employer is also required to replace tools broken in the performance of work. Tool replacement shall be with a tool of at least equal value. The Contractor is responsible for damage to personal tools in transport. If feasible, said tools should be accompanied by the owner of the tools or the Millwright job Steward or person appointed by the Steward.

SECTION J. Drinking water: Any Contractors, Builder, or owner who employs members shall furnish refrigerated water and/or ice water in sanitary containers with sanitary drinking cups available at all times when work is performed by members.

SECTION K. Coffee Breaks: There shall be no organized coffee breaks. Employees will be afforded coffee breaks at their place of work provided it does not disrupt job progress. It is understood that said coffee breaks will not create a general work stoppage. If the work area environment is not suitable, special arrangements will be made to establish an area close by.

SECTION L. Proper secluded sanitary toilets and sanitary washing facilities shall be provided and available to members on all jobs.

SECTION M. Law Compliance: The Employer and the Union will comply with all municipal, state, and federal laws, including all applicable state Workmen's Compensation, Unemployment Compensation and the Social Security Laws, and certificates evidencing compliance thereof shall be conspicuously posted on the job. Members shall not work for Contractors not carrying the above.

SECTION N. The Union shall make every effort to comply with owner or contractor mandated drug testing and/or background screening requirements. In the event of false/positive drug testing resulting in retesting, if the employee's results are found to be negative, the employee will be compensated for lost work.

SECTION O. Injured Employee: In the event an Employee is injured, the Steward shall be notified by the employer and certain that the Employer provides appropriate medical attention. The Steward shall be paid for all time spent in the above activities, and in taking care of the injured employees tools and clothes unless the employer assumes the responsibility for all the above listed. The Steward shall cooperate with the Employer to insure compliance with all safety rules and regulations.

SECTION P. An employee injured on the job that is unable to return to work after a visit to a doctor or hospital shall be paid for the remainder of the working day. If the injured employee returns to work he shall be paid for the time spent at a doctor's office or hospital. The Employee shall be paid for time spent in subsequent visits to the doctor or hospital made during working hours.

SECTION Q. Compliances, State and U.S. Safety Laws: The Employer shall comply with all applicable state Safety Laws, as the case may be. It shall be a requirement of the Employees to conform to State Safety Law. The Employer shall also provide employees with protective clothing when employees are required to work with acid or other chemical materials that may cause damage to wearing apparel.

ARTICLE VIII PRE-JOB CONFERENCE

Prior to the start of any job, it shall be mandatory that the Employer notify the EMRC or its affiliated Local Union having jurisdiction in that county. Pre-job conferences will be held on all jobs at the request of either party hereto. Nothing occurring during the pre-job conference may alter the terms and conditions of this Agreement.

ARTICLE IX JURISDICTIONAL DISPUTES

It is agreed between the Union and the Associations that this Agreement is applicable to construction work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this agreement. It is further agreed that should any employer be required to perform construction work that is within the recognized and traditional jurisdiction of another Union with which the employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with prevailing area practice. If the Union is still aggrieved over any assignment, the matter shall be referred to the respective General Presidents of both contesting Unions in an effort to seek a resolution. If the matter fails of satisfactory resolution in this manner, the parties may agree to select an impartial third party or pursue the matter through the procedures of the National Labor Relations Board. Pending an orderly resolution of the matter, there will be no strikes and/or work stoppage on account of jurisdictional disputes.

ARTICLE X HOURS AND DAYS OF WORK

SECTION A. The regular hours of work shall be eight (8) hours per day, five days per week, Monday through Friday. The regular working hours shall be between the hours of 7:00 A.M. and 5:00 P.M. with one half (1/2) hour off for lunch. If the need arises to alter starting or quitting time, or lunchtime, adequate notice and approval must be obtained from the Local Business Manager and the Employer by mutual agreement.

SECTION B. When Members are required to work during the regular lunch period, they shall receive the applicable premium rate for such work, and granted adequate time to eat. When members are required to work overtime, a paid lunch time of one half (1/2) hour shall be given at the commencement of the eleventh hour and in excess of every four (4) hours overtime thereafter.

SECTION C. Any work performed before the regular starting time or after the regular quitting time, shall be considered overtime.

SECTION D. If required to participate in a time system, the time clock or brass drop shall be at the point of entrance of the job.

SECTION E. Time and one half shall be paid for all overtime except Sundays, holidays and all work in excess of 10 hours which shall be paid at the double time rate. Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11), Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. No work shall be performed on Labor Day, and the Fourth of July except to save life or property. When a holiday as mentioned above falls on Saturday, the Friday before will be observed and if the holiday falls on Sunday, the following Monday will be observed. Holidays shall be honored in keeping with applicable Federal Law. In the event some other craft has a different holiday than those designated herein, the Contractor shall endeavor to plan his work so as to minimize its impact to avoid a forced holiday.

SECTION F. Pay for time not worked: Workers shall be at their place of work where work assignments are made at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage. Example: (8 hours work for 8 hours pay). Any employer who requests an employee through the referral procedure to work on the same day the request is made by the Employer shall pay that employee from the mutually agreed starting time of that day.

SECTION G. Employees who have been employed on a job four (4) or more days shall receive one-half (1/2) hours' notice of discharge at which time they shall receive their pay.

SECTION H. The Steward shall be notified of all layoffs. When employees are required to wait for their wages after lay-off time, they shall be paid for every hour or half hour at time and one-half the hourly rate of pay. In the event a millwright is dispatched that does not meet with the employer's required skills/certifications, that millwright can be laid off on the first day only and a written notice shall be submitted to the Eastern Millwright Regional Council Local 443's Union dispatch office outlining the employer's reasons for discharging the employee. If direct deposit is established and agreed to by the millwright and the employer, upon layoff, the employer must send for direct deposit within 24 hours of layoff.

ARTICLE XI FOUR TENS WORK PROVISIONS

SECTION A. The Employer may establish a four (4) ten hour shift exclusive of the thirty-minute unpaid lunch period at the straight time rate. The starting time shall be 7:00 A.M. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time rate. If Friday is scheduled as a make-up day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours a day or forty hours per week. The Employer will designate starting time; the Union will be advised of a starting time. Prior to utilizing this provision on a site where it has not previously been approved, the Employer shall notify the Union five days prior to implementation of this option.

SECTION B. The Employer may establish two, four-day, ten hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of a thirty-minute lunch period. The day shift shall work 4 days at the ten hours for ten hours pay per day. The second shift shall work four days at nine and one-half hours for ten hours pay plus the shift additive of \$.25 per hour. In the event the job is down due to weather or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten hours a day or forty hours per week.

SECTION C. Employees who inform their Employer on Thursday that they do not wish to work Friday make-up day, will not be penalized.

SECTION D. An employee who is referred for employment whose work is scheduled for less than (40) hours of (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

ARTICLE XII SHIFTS

SECTION A. By mutual agreement between the Employer and the Union, the Employer may organize his operations on a so-called "Shift Basis". In shift operations the following schedule of hours worked, lunch periods and compensation shall apply.

FIRST SHIFT - - Eight (8) hours pay for eight hours worked plus 1/2 hour unpaid lunch period. (On the job 8 1/2 hours)

SECOND SHIFT - - Seven and one-half hours worked for eight (8) hours pay plus an additional (.25) twenty-five cents per hour. (On the job 8 hours)

THIRD SHIFT - - Seven (7) hours worked for eight (8) hours pay plus an additional (.50) fifty cents per hour. (On the job 7 1/2 hours)

CLARIFICATION AS FOLLOWS: Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than five (5) consecutive workdays. Saturday and Sunday, if worked can be used for establishing the 5-day minimum shift work period. (Example: Wednesday, Thursday, Friday, Monday, Tuesday) or Wednesday, Thursday, Friday, Saturday, Sunday). The workweek for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. If three shifts are worked, the 8-hour Day Shift (First Shift) shall be established between 7:00 A.M. and 5:00 P.M. Any time worked in excess of the above described shifts shall be paid at the applicable overtime rate. When three shifts are worked, the workweek shall start at 12:01 A.M. Monday. Additional shift arrangements may be provided for, if required, by mutual agreement of the Employer and the Union.

SECTION B. All continuous work after the first eight (8) hours on any shift shall be paid at the overtime rate until there is an eight (8) hour break between shifts for any Employee.

SECTION C. Any job requiring more than one (1) shift shall be in operation on a five (5) regular day basis before it can be set up on a shift basis.

SECTION D. Any job working overtime must notify the Business Representative in advance.

SECTION E. When an irregular shift must be established, the percentage premium shall be .50 cents above the base rate.

SECTION F. The premium, when added to the base rate, shall be termed the regular hourly rate. Shift hours for the second and third shifts shall be such as to conform to the day shift and in no case shall an employee work on more than one shift within a 24-hour period.

ARTICLE XIII STEWARDS

SECTION A. The Union shall appoint or place the Stewards or temporary Stewards on all jobs regardless of position on out of work lists.

SECTION B. There shall be at least one (1) Steward on every job, to take care of the interest of the Employees. A Steward, or temporary Steward, may be on the job at all times when covered work is in progress.

SECTION C. The Employer agrees that the Job Steward will not be discharged or delegated to a different shift until after proper notification has been given to the Union Business Manager, and until a meeting has been held between a Representative of the contractors and the Business Manager to discuss any problems involved.

SECTION D. The Business Manager shall have the authority to remove the Steward when he deems it to be for the betterment of all concerned.

SECTION E. The Steward shall notify the Union when Employees are laid off.

SECTION F. The Steward shall take care of an injured workers tools and see that the worker be provided with medical attention if deemed necessary.

SECTION G. The Stewards shall be members of the Local Union.

SECTION H. The Stewards shall have reasonable time to perform Union activities on all jobs.

SECTION I. The Stewards have no authority to stop work on any job.

SECTION J. The Steward is a working employee of the contractors who is given "reasonable time" to perform certain sharply limited union functions with respect only to the other members of his craft employed by that Employer. Additional premium pay or overtime work for the steward is inappropriate. Further the Employer shall not assign management functions to the steward. For the sake of consistent job administration, there is justification for making the steward the "last non-supervisory employee laid-off, provided that he is qualified to do the work required of his craft at each succeeding stage of the construction process.

ARTICLE XIV MILLWRIGHT AND GENERAL FOREMEN

SECTION A. Where there are two (2) or more Employees working on the job, there shall be a foreman. When two (2) or more Foremen are employed on one job, one must be a General Foreman, unless mutually agreed by the Union and the Employer. All foremen shall be "working foremen" at the discretion of the employer. One (1) foreman and/or general foreman per job shall be guaranteed forty (40) straight time hours per week. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

SECTION B. The selection of first foremen and general foremen shall be entirely the responsibility of the Employer. After selection of the first foreman, the second and subsequent foremen shall be selected by the Employer from among qualified Employees. Foremen and general foremen shall take orders from individuals designated by the Employer. Except as provided herein, the designation, appointment and determination for the number of Foreman and/or General Foreman are the sole responsibility of the Employer. The Employer also determines the designation of non-working Foremen.

SECTION C. No Foreman or General Foreman shall use abusive or profane language in dealing with his or her personnel.

SECTION D. The Employer shall have the right to determine crew sizes to eliminate nonproductive work and standby crews. However, management must be sure there are enough workers to maintain a safe working environment.

The Foreman is not prohibited from using the tools of the craft when such use is deemed appropriated and/or required.

ARTICLE XV REPORTING PAY

SECTION A. Any Journeyman or Apprentice reporting or ordered out to work shall be paid two (2) hours reporting time. Employees shall remain on the job two (2) hours if required. Any Journeyman or Apprentice who reports for work and commences work at the direction of the Employer shall receive not less than four (4) hours pay if work becomes unavailable, and shall remain on the job site for the four (4) hours if required.

If the Employee is required to work in inclement weather, the Employer shall furnish him/her with ample protective clothing namely; raincoats, boots, and headgear.

SECTION B. When an Employee has received an upgrade in pay, the same shall be for the remainder of shift, regardless of time of such an assignment.

SECTION C. When Employees not regularly employed are called out to work for less than eight (8) hours unless notified, they shall receive eight (8) hours pay.

SECTION D. All time worked after regular quitting time on Friday until the regular starting time Monday morning shall be paid at the overtime rate. Any Employee called out to work outside his or her regular working hours and any time worked less than four (4) hours duration, shall be paid for four (4) hours. Any time worked over four (4) hours duration, shall be paid for six (6) hours. Any time over six (6) hours duration, shall be paid for eight (8) hours, these hours to be paid at the overtime rate. All hours worked in excess of eight (8) hours shall be paid time worked.

ARTICLE XVI
JOINT APPRENTICESHIP AND TRAINING FUNDS
FOR LOCAL UNION #443

SECTION A. To insure proper training, the number of apprentices to skilled workers shall not exceed two (2) apprentices for the first five (5) journeyperson employed, and one (1) additional apprentice for every three (3) additional journeypersons.

SECTION B. Any Contractors may require satisfactory evidence of the year of the Apprenticeship. Contractors employing Apprentices shall hire in accordance with the ratio specified in the Apprenticeship Standard of the Millwrights provided by the current bargaining agreement. The Union shall notify the contractors that he is assigning an Apprentice, his name and rate.

SECTION C. Wages for Apprentices shall be as follows:

FIRST YEAR -----	60% of the Journeyman Scale
Pension - \$.25 per hour for the first-year apprentice	
SECOND YEAR -- First Six (6) Months-----	65% of the Journeyman Scale
(Plus full benefits for remainder of apprenticeship)	
Second Six (6) Months -----	70% of the Journeyman Scale
THIRD YEAR -- First Six (6) Months -----	75% of the Journeyman Scale
Second Six (6) Months -----	80% of the Journeyman Scale
FOURTH YEAR -- First Six (6) Months -----	85% of the Journeyman Scale
Second Six (6) Months -----	90% of the Journeyman Scale
FIFTH YEAR -----	95% of the Journeyman Scale

NOTE: Apprentice percentages shall be figured on the 100% Journeyman rate.

SECTION D. The Apprenticeship Training Standards and related matters shall be governed by a Joint Apprenticeship Committee of an equal number of Representatives from the employer and the Union, with full power to act on all matters pertaining to apprentices. All employer representatives shall be appointed by the AMCA. The Joint Committee has the authority to recommend the apportionment of Apprentices to a given Employer. This Committee shall develop Apprenticeship Standards in cooperation with the Apprenticeship Training Services of the U.S. Department of Labor and all State and Federal agencies and such standards shall be registered with the State Apprenticeship Councils.

SECTION E. For the purpose of carrying out in the future the provisions of this Article, a trust to be known as Eastern Millwright Regional Council Apprenticeship Training Fund ("EMRC-ATF"), which is incorporated herein by reference thereto, to be administered by members of the EMRC-ATF Apprenticeship and Training Committee, was established under date of March 15, 1973, for the purpose of receiving, administering and disbursing the monies to be received as set forth in the attached Schedule A.

SECTION F. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the EMRC Apprenticeship Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust.

**ARTICLE XVII
PAY PERIOD FOR MILLWRIGHT
LOCAL UNION #443**

SECTION A. Employees shall receive their wages in cash or by check or direct deposit, when allowed as herein set forth, on the job in a closed envelope which shall be plainly marked as to each employee's name, the hourly rate, number of hours, deductions for vacation, dues and the various taxes, such as unemployment, social security and temporary disability as per the applicable state law. The pay stub shall show the gross amount of wages, the employer's name and address. The Employees shall be paid prior to the end of the established weekly pay day, or an earlier day if the regular pay day falls on a recognized holiday when the banks are closed. Three (3) days back pay may be withheld by the Employer for each weekly pay.

On short duration emergency projects or projects ending on a Holiday or weekend, if the Millwright Employee will not be present on the regular payday, a representative of the Employer shall provide the Millwright Employee with a statement which includes the name of the Employee, the number of hours worked, the rates for the hours worked, and the name and contact information for the Employer's payroll preparer. The Employer will then prepare and mail the check the next regularly scheduled business day.

SECTION B. The Union's Business Representative shall be permitted to visit any job site of an Employer while work is actually being performed at the site. Provided however, the visitation shall not result in disruption of the work. If security restrictions exist at the site, the Business Representative will abide by those restrictions.

SECTION C. Contractors working under this Agreement must give the Employee a copy of termination slip with final check, stating reason for termination. A copy of each employee's termination slip must be sent to Millwright Local Union #443. Any Millwrights and/or Apprentices, who are discharged or laid off for any reason, must be paid at the time of termination. If Millwrights and/or Apprentices are not paid at the time of discharge or layoff, waiting time will be charged immediately until wages are received. The only exception to this would be "Special Circumstances" that would be agreed to mutually, in advance, by the Company and the Union.

SECTION D. The Business Representative or the Steward shall have the power to examine the pay of any employee.

**ARTICLE XVIII
SURETY BOND**

SECTION A. Union shall require those Employers who have not maintained an established permanent office in the jurisdiction of Millwright Local Union #443, for two (2) years or more, or who are not previously bound by an agreement with Millwright Local Union #443, or who are delinquent or who become delinquent in payments to Fringe Benefit Funds provided by this Agreement to procure, pay the premium for, and deliver to the Union a Surety Bond written by a responsible Surety Company in the sum of \$25,000 and an additional amount for any existing

delinquencies due said Fringe Benefit Funds, guaranteeing the wages and fringe benefits due under this Agreement and all payments and penalties due as provided in this Agreement and the Trust Agreements.

Such Employers desiring to start work before furnishing such bond shall deposit the amount of \$4,000.00 per Employee in an escrow account in a bank within the jurisdiction of Millwright Local Union #443 to guarantee the payment of the wages and fringe benefits provided for in this Agreement. The money so deposited in the escrow account shall not be released by the bank until such time as the Security Bond becomes effective. Employers must post the \$25,000 Surety Bond provided herein within eight (8) days of the start of work. The bond and escrow payment are for the exclusive purpose of securing the payment by the Employer of all wages and fringe benefits due under the terms and conditions of this Agreement.

A copy of each Security Bond or each Escrow Agreement shall be furnished by the Employer to the Union upon it becoming effective.

ARTICLE XIX WAGES AND FRINGES

SECTION A. The rate of wages per hour for all Journeymen millwrights covered by this Agreement and working within the geographical area of Local 443 shall be as outlined in the attached Schedule A.

SECTION B. FOREMAN WAGES

Millwright Foreman - \$3.50 added to applicable Journeyman per hour rate paid

Millwright General Foreman - \$4.75 added to applicable Journeyman per hour rate paid

SECTION C. APPRENTICE RATES — See Article XVI

SECTION D. FRINGE BENEFIT FUNDS AND OTHER PAYMENT PROVISIONS. Trust Agreements and Other Provisions - Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and as amended from time to time, referred to herein as "The Funds" and ratifies and approves all actions of the Trustees within the scope of said Trust Documents of the Funds:

- Carpenters Health Fund of West Virginia (Health & Welfare)
- Ohio Carpenters Pension Fund (Pension)
- Carpenters Pension Fund of West Virginia (Pension)
- Cumberland, Maryland & Vicinity Building & Construction
Employees' Pension Plan (Pension)
- Greater Pennsylvania Annuity and Savings Fund (Annuity)
- Eastern Millwrights Regional Council Apprenticeship and
Training Fund (EMRC ATF)
- West Virginia Joint Apprenticeship and Training Fund (WV JATF)
- EMRC Labor Management Fund (EMRC Labor Management)
- Carpenters International Training Fund (CITF)
- Millwrights Industry Trust (UBC MW Industry Fund)

and also agrees to be bound by the following other payment provisions:

Atlantic Millwright Contractors Association Industry
Advancement Fund (AMCA Indus. Adv. Fund)
Charleston Labor Education and Development Fund (SAP)
Parkersburg-Marietta Contractors and Trades Education
and Development Fund (SAP)
Local 443 Social Defense Fund (SDF)
West Virginia Building Trades/ACT (Building Trades/ACT)
ACT Ohio - Ohio Building Trades (Building Trades/ACT)
Working Dues Deduction including:
EMRC Work Assessment (EMRC Assessment)
UBC Per Capita Work Assessment (UBC Per Capita)
Millwright Local Union 443 Work Assessment (Local 443 Assessment)
Political Action Committee (PAC)
Millwright Scholarship Fund (MW Scholarship)

In addition to the specified hourly rate, the Employer acknowledges the Funds listed above and in Schedule A and agrees to pay the rates specified in Schedule A for each of the Funds as follows:

Required Contribution and/or Payment

Receiving Agent

For Pension Fund and Health & Welfare Fund

American Benefits
3150 US Rt 60
Ona, WV 25545
(800) 553-9032

For all other Funds and Payments

Carpenters Combined Funds
c/o PNC Bank
P.O. Box 640879
Pittsburgh, PA 15265
(412) 922-5330

The Employer shall be responsible for submitting the required contributions and payments to the above Receiving Agent u.

In addition to specified hourly rate, the Employer agrees to pay and forward all contributions and payments set forth in the attached Schedule A every month, not later than the fifteenth (15th) day of the following month, together with any appropriate reporting forms, to the appropriate Receiving Agent. The Employer will be responsible for submitting the required contributions and payments to the Receiving Agents specifically named within this Section D until such time as the Employer is notified by the Funds or the EMRC, in writing, of a change.

The Employer agrees to pay the specified rate for each and every straight hour paid and the applicable rate for each and every overtime hour paid to the employees covered by this agreement; all overtime hours for the Health and Welfare, Pension, Annuity, Social Defense Fund and the

West Virginia JATF shall be paid on hours paid. For the purposes of this provision, hours paid shall include reporting show up time, or any other time for which employees receive compensation.

The Employer agrees that duly authorized representatives of the Trustees shall upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligations imposed by this Article.

The Employer agrees and consents that, if he becomes delinquent in making the payment required by this Article, he shall:

- a. Become liable for any pay to said Health & Welfare, Pension, Annuity, Labor Management, Check-Off Dues, PAC, Scholarship and Apprenticeship Funds, to cover added costs of administration, bookkeeping and other incidental expenses, liquidated damages amounting to 10% of the delinquent amount plus court costs, if any.
- b. Become liable for the payment of any benefits hereunder for which his employees would have otherwise qualified but for such delinquency.
- c. Become subject to audit by the Trustees or their agent, at his cost to determine the amount of monies due, including liquidated damages and court costs. Such amount must be paid in full before the Trustees will accept such delinquent employer's contribution and before he shall be eligible again to participate as a contributing Employer. The foregoing provisions are cumulative and shall not deprive the Union or Employees of their other rights and remedies, including the right to strike the delinquent employer.

SECTION E. UBC TRUST FUNDS

The Employer(s) and the Union recognize the need for quality safety, health training and related services to enable Union workers to remain healthy and productive, and to aid the Employer in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Employer and the Union further recognize the need for quality training for Apprentices and Journeypersons to meet the industry's needs for skilled craft labor. And finally, the Employer and the Union recognize the importance of cooperating in jointly and aggressively pursuing new work opportunities utilizing Union members and in formulating new initiatives designed to enhance the competitiveness of Union contractors.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$.10) per hour worked for each Employee covered by this Agreement to the Carpenters Industry Trust Fund, and five cents (\$.05) to the Millwrights Industry Trust. Payment to the Funds shall be made on or before the 15th day of the month following the month of the work performed and shall be remitted in accordance with the Section D of this Article.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement applicable to each of the respective UBC Trust Funds described above. Upon request, each Employer and/or Union shall receive a copy of the Funds' annual report.

SECTION F. CHECK-OFF DUES

The Employer shall deduct 3.5% of the applicable journeyman or apprentice total package paid to an individual millwright, plus five cents (\$0.05), for each hour worked by each millwright working within the territorial jurisdiction of this Agreement. The deduction shall be forwarded by the Employer to the Receiving Agent on the combined monthly report form. The amount of assessment may be changed one time per contract year, April 1 to March 31, by notifying the Contractor Associations signatory hereto by letter. It will be the sole responsibility of Millwright Local #443 to have all authorization cards signed and forwarded to the Contractors.

SECTION G. BUILDING AND TRADES/ACT CHECK OFF

Commencing on June 1, 2005 and continuing thereafter during the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization for check-off membership dues in form agreed upon by the parties hereto and permitted by the provisions of Section 301 (c) of the Labor Management Relations act as amended: The Employer agrees to deduct weekly and report once each month, on a consolidated fringe benefit form furnished by the Union, from the wages of each employee covered by this Agreement, who signs said authorization, a designated amount per hour for each hour worked by said employee during the month. The amount deducted shall be remitted to the Receiving Agent by the fifteenth (15th) day of the following month, together with the consolidation form setting forth the name and hours worked of each employee from whose wages the deduction is made. Hours worked in West Virginia shall be paid into West Virginia Building Trades/ACT, hours worked in Ohio shall be paid into ACT Ohio-Ohio Building Trades.

SECTION H. ATLANTIC MILLWRIGHT CONTRACTORS ASSOCIATION INDUSTRY FUND

1. The Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the Atlantic Millwright Contractors Association Industry Fund the specified amount as shown in Schedule A. Said contributions shall be sent to the Carpenters Combined Funds or other receiving agent as outlined in Section D of this Article.

2. The Atlantic Millwright Contractors Association Industry Fund is created out of a recognition by employers of construction labor of the responsibility of collectively sharing in defraying the cost of conduction, administering, and servicing every phase of Labor-Management relations. Specifically, the moneys collected by the Fund shall be used as follows:

a. Employer expenses incurred in the promotion of stability of relations between labor and management.

b. Employer expenses incurred in maintaining facilities for adjustment of grievances.

c. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.

d. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.

e. Employer expenses incurred in maintaining facilities for assuring that the users of construction services and the general public obtain the highest standards of such construction service.

3. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

4. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund. Payments made to this fund are to be paid per reporting form.

SECTION I. MILLWRIGHTS LABOR MANAGEMENT FUND

Section 1. Purpose - The Eastern Millwrights Regional Council Labor Management Fund was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act as amended. The Fund may: provide labor management assistance and service to any participant Employer or labor organization; promote the general welfare and competitiveness of Employers and their employees in the millwright industry; seek and improve harmonious relationships between labor and management in the millwright industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate education program to further educate the members of the Union and the employees of the Employers in methods and means to obtain the goals established by the Fund; and engage in problem solving efforts in the mutual interests of labor and management in the millwright industry.

Section 2. Trustees - This Fund shall be administered by an equal number of Trustees appointed by and representing the Union and the employer associations participating in the Fund.

Section 3. If an Employer is not required to make contributions to the Fund, the Employer agrees to make an additional payment to the Eastern Millwrights Regional Council Apprenticeship and Training Fund in an amount equal to the EMRC Labor Management Fund contribution set forth within Schedule A.

ARTICLE XX
PARKERSBURG-MARIETTA CONTRACTORS AND
TRADES EDUCATION AND DEVELOPMENT FUND

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund, a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have hereto fore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the Union and the Contractor to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund twelve cents (\$0.12) per hour for each hour worked within the Northern or Central Zones and on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent with all other benefits to the Receiving Agent (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 3, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

ARTICLE XXI
CHARLESTON LABOR EDUCATION AND DEVELOPMENT FUND

Charleston Labor Education and Development Fund (Charleston L.E.A.D.). The Employer agrees to contribute twelve cents (\$.12) per hour for each hour for which the Employee works in the area serviced by the Charleston Labor Education and Development Fund (Southern Zone).

ARTICLE XXII
MILLWRIGHT LOCAL 443 SOCIAL DEFENSE FUND

SECTION A. The Employer agrees to deduct ten cents per hour paid from the wages of the employee, said money to be designated as an employee deduction.

SECTION B. If the employee so authorizes by the signing of a written authorization card, the aforesaid ten cents per hour deduction will be paid instead to: Millwright Local 443 Social Defense Fund. Millwright Local 443 shall maintain copies of all authorization cards.

ARTICLE XXIII SUBCONTRACTOR CLAUSE

SECTION A. The Employer will not subcontract any work within the jurisdiction of the Union which is to be performed at the job site except to a contractor who holds an agreement with the United Brotherhood of Carpenters and Joiners of America or one of its subordinate bodies having jurisdiction at the job site, or who agrees in writing, prior to or at the time of the execution of his subcontract, to be bound by the terms of this Agreement.

SECTION B. Upon request by the Business Agent, the employer will not withhold the names of all subcontractors who are to do any work covered by this agreement.

SECTION C. The Employer represents that its members, officers, and supervisory personnel will not attempt to form or participate in the creation of or operation of new or double-breasted corporations for the purposes of avoiding the obligations of this Agreement.

ARTICLE XXIV STRIKES & LOCKOUTS

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

SECTION B. There shall be no illegal strikes or work stoppages, provided however, the Union specifically reserves the right to engage in a work stoppage, after giving forty-eight (48) hours' written notice to all signatory contractors on the project, in the event an Employer shall fail to make any payment due under the Agreement when due and such work stoppage shall not constitute a violation of this Agreement.

SECTION C. There shall be no lockouts.

ARTICLE XXV ARBITRATION CLAUSE

SECTION A. Should difference arise between the Employer and an Employee covered by this Agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

1. Should a dispute or grievances arise on a job, immediate steps shall be taken by the employee and/or his Steward and the job Superintendent or his Representative satisfactorily settles such dispute on the job site.

2. If the dispute cannot be settled on the job site within five (5) working days , then the matter will be referred to the Executive-Secretary Treasurer of the EMRC and to the Executive

Officers of the Association or Company, these two (2) parties will attempt to settle the matter within five (5) working days after the grievance is referred to them.

3. In the event the Executive-Secretary Treasurer of the EMRC and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union. The Joint Committee shall meet within five (5) working days upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed fifteen (15) days at the request of either party.

4. If this Joint Committee cannot settle the dispute and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within thirty-five (35) working days after the meeting of the Joint Committee referred to in Paragraph 3. The party asking for arbitration shall apply to the Executive-Secretary Treasurer of the EMRC and the Contractors Association for one arbitrator from each organization. The third neutral member of the committee shall be appointed from three Arbitrators (insert names), who shall hear the matter.

Such arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union and all Employers. Both parties shall share the expense of arbitration equally.

SECTION B. Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Jurisdictional disputes shall not be subject to this Article. It is agreed that there shall be no suspension of work wither by strike or lockout until the foregoing grievance procedure has been exhausted.

ARTICLE XXVI NO OTHER VERBAL AGREEMENTS

It is expressly understood between the parties hereto that all conditions governing the relationship between the parties are set forth herein and that there are no gentlemen's agreements, or understandings, of any kind supplementary hereto. It is agreed that the parties will meet on a regular basis to discuss the mutual problems of the industry and if necessary, and only by mutual consent of the Associations and the Union, make any adjustments to this Agreement.

**ARTICLE XXVII
EXPIRATION DATE OF AGREEMENT**

This Agreement shall be binding on the undersigned parties from December 1, 2018 through April 30, 2022, and continue from year to year thereafter unless either party hereto notifies the other party in writing sixty (60) days prior to the termination date thereof of their intention to modify and/or terminate the same.

IN WITNESS WHEREOF, the Representative of the parties have affixed their hands this 30th day of November, 2018, and to remain in effect as specified.

Eastern Millwright Regional Council

By: Robert E. Loubier
Robert E. Loubier,
Executive Secretary-Treasurer

Atlantic Millwright Contractors Association

By: Clinton Suggs
Clinton Suggs,
Executive Director

By: John L. Del Sordi Jr.
John Del Sordi,
Senior Regional Director

Millwrights Local Union No. 443

By: Jesse R. Stacy II
Jesse R. Stacy II,
Council Representative (WV)

Northeast Millwright Association

By: Thomas J. Gunning
Thomas J. Gunning,
Executive Director

Schedule A
West Virginia Area Millwright Local 443

Effective December 1, 2018 through April 30, 2020

<u>ZONES¹</u>	<u>CENTRAL</u>	<u>NORTHERN</u>	<u>SOUTHERN</u>
Base Rate	\$34.75	\$34.75	\$34.75
FRINGES HOURS PAID			
Health & Welfare	\$8.20	\$8.20	\$8.20
Pension	\$9.52	\$9.52	\$9.52
Annuity	\$5.18	\$5.18	\$5.18
WV JATF	\$1.00	\$1.00	\$1.00
FRINGES HOURS WORKED			
EMRC Labor Management	\$0.20	\$0.20	\$0.20
EMRC ATF	\$0.05	\$0.05	\$0.05
CITF	\$0.10	\$0.10	\$0.10
UBC MW Industry Fund	\$0.05	\$0.05	\$0.05
AMCA/Indus. Adv. Fund	\$0.25	\$0.25	\$0.25
SAP	\$0.12	\$0.12	\$0.12
<u>TOTAL PACKAGE</u>	<u>\$59.42</u>	<u>\$59.42</u>	<u>\$59.42</u>
Foreman	\$3.50	\$3.50	\$3.50
General Foreman	\$4.75	\$4.75	\$4.75

¹ Counties covered by wage packages above:

CENTRAL ZONE- Wetzel, Tyler, Pleasants, Wood, Wirt, Ritchie, Calhoun, Jackson and Roane in WV and Washington and Athens in Ohio.

NORTHERN ZONE- Monongalia, Preston, Taylor, Barbour, Braxton, Harrison, Tucker, Lewis, Upshur, Gilmer, Webster, Randolph, Marion, and Doddridge.

SOUTHERN ZONE- Mason, Putnam, Logan, Mingo, McDowell, Wyoming, Mercer, Summers, Monroe, Greenbrier, Raleigh, Fayette, Nicholas, Boone, Kanawha, Clay, and Pocahontas.

Schedule A (cont'd)
West Virginia Area Millwright Local 443
Effective December 1, 2018 through April 30, 2020

DEDUCTIONS HOURS PAID

Social Defense Fund	\$0.10	\$0.10	\$0.10
---------------------	--------	--------	--------

DEDUCTIONS HOURS WORKED

Building Trades/ACT	\$0.23	\$0.23	\$0.23
EMRC Assessment	\$1.78	\$1.78	\$1.78
UBC Per Capita	\$0.05	\$0.05	\$0.05
Local 443 Assessment	\$0.30	\$0.30	\$0.30

Effective May 1, 2020 through April 30, 2021

The total package shall increase to \$61.07. Allocation to be determined.

Effective May 1, 2021 through April 30, 2022

The total package shall increase to \$62.92. Allocation to be determined.

Remit Health & Welfare and Pension to: American Benefits, 3150 US Rt 60, Ona, WV 25545
1-800-553-9032

Remit all other Fringes and Deductions to: PNC Bank, PO Box 640879, Pittsburgh, PA 15265-0879
1-412-922-5330