

A G R E E M E N T

between

CAIN MILLWORK

and

**CHICAGO REGIONAL COUNCIL
OF CARPENTERS**

**(Mill-Cabinet-Industrial Division)
Local 1027**

For the Period

November 1, 2015 through October 31, 2019

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AGREEMENT

THIS AGREEMENT, by and between **CAIN MILLWORK, INC.** and **CHICAGO REGIONAL COUNCIL OF CARPENTERS (MILL-CABINET-INDUSTRIAL DIVISION)** and all individual Local Unions within its territorial jurisdiction (hereinafter referred to as "Union").

This Agreement shall be in full force and effect from the date of final ratification by the parties through October 31, 2019.

ARTICLE 1 BARGAINING UNIT

1.1 The bargaining unit of the Employer shall consist of all journeymen, millmen, foremen, crew leaders and apprentices engaged in work covered by the "Occupational Jurisdiction of the Union (Millmen-Cabinet-Industrial Division), including, but not limited to, in-plant millwork production; fabrication of cabinets, wood finishers, tables, desks, doors, sash, window frames, millwork, store fixtures, display fixtures, Formica and plastic products, and component parts; installers of hardware; gluers, scrapers of glue, and sprayers; movers; handlers of materials to and from clamp; and bench work, lay-out, assembly, operators of power machinery and hand power tools relating thereto.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit of the Employer for the purpose of collective bargaining respect to wages, hours, terms and conditions of employment. All employees in the bargaining unit of each such Employer represented by the Union shall be covered by this Agreement.

ARTICLE 3 UNION SHOP

3.1 Subject to the provisions of Article 20.8 (e) all employees shall be obligated to become members of the Union after the 30th day, but not later than the 31st day, of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

3.2 All employees shall maintain their membership in the Union in good standing by remaining current in the payment of dues as a condition of continuing employment.

3.3 Any employee who fails to become a member of the Union or fails to maintain his membership in good standing by remaining current in the payment of dues in accordance with the provisions of this Article shall forfeit the right of employment, and the Employer shall, within three working days of being notified by the Union in writing as to the failure of an employee to

join the Union or to maintain membership therein, discharge such employee. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State law. The Employer shall not be in default unless it fails to act within the required period after receipt of written notice.

ARTICLE 4 DUES CHECK OFF

4.1 The Employer shall deduct working dues from the wages due to its employees who have signed and provided a valid and written Dues Check-off form and remit deductions to the Chicago Regional Council of Carpenters, 12 East Erie Chicago, Illinois 60611. The deduction of working dues from the wages of an employee shall commence with the first pay period after the employee provides the Employer with written Dues Check-off authorization form.

All deductions shall be remitted to the First Vice President of the Chicago Regional Council of Carpenters by the fifteenth (15th) day of the month following the month when such deductions were made, along with a completed Dues Check-off report listing the employees on whose behalf deductions were made and the amount of such deductions for each employee.

4.2 The Employer shall deduct initiation fees and Local dues from the wages due to those employees who have authorized the Employer in writing to do so and remit such deductions to Local Union 1027. Such deductions of initiation fees and Local dues is to be made beginning the first pay period after the employee provides a written authorization for such deductions to the Employer.

All deductions shall be remitted to the Financial Secretary of the Local Union during the month in which such monies are deducted unless an agent has been named to receive the monies, in which case such deductions shall be remitted to such agent as is identified in a written communication from the Local Union to the employer. The Financial Secretary of the Local Union shall issue a receipt to the Employer upon receiving such monies.

4.3 The Union shall indemnify and hold an Employer harmless against any and all claims, suits, orders and/or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer in connection with the deduction of any dues from the wages of any employees of the Employer.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or material changes in duties or organization of the Employer's

operations, to hire, classify, transfer and assign work, to make and enforce reasonable rules and regulations, provided such rules are first submitted to the Union in advance and that no such rules may violate the other terms of this Agreement; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities; and to close such facilities if it shall determine to do so for a legitimate business justification. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement and subject to the provisions of Article 26.

5.2 The Employer shall retain the right to subcontract work as it may determine for legitimate business reasons, provided that such subcontracting shall not adversely impact the bargaining unit members by causing layoffs or a reduction in hours of work. The Employer shall provide the Union with advance notice of subcontracting before the commencement of work.

ARTICLE 6 WORKING RULES

6.1 There shall be no restrictions of the use of machinery, tools or appliances.

6.2 The foreman shall be the agent of the Employer and shall be a member of the Union.

6.3 The employee is at liberty to work for whomsoever he sees fit. The Employer is at liberty to employ or discharge whomsoever it sees fit.

6.4 Any employee who is required to travel outside the territorial jurisdiction of the Union and lodge overnight at a place more than 50 miles from the job site where work is to be performed by such employee shall receive pay for travel time between the place of lodging and such job site.

6.5 There shall be no strikes, lockouts or stoppage of work for any causes not covered by this Agreement. The parties will, by lawful means, compel their members to comply with this Agreement.

ARTICLE 7 WAGES

7.1 As of the date of this Agreement the rate of wages for Class A Journeymen Millworkers and Finishers is \$26.64. The future increases for employees covered by this Agreement shall be as follows:

The date of ratification to October 31, 2016 \$1.10 per hour increase
 November 1, 2016 to October 31, 2017..... \$1.00 per hour increase
 November 1, 2017 to October 31, 2018..... \$1.10 per hour increase
 November 1, 2018 to October 31, 2019..... \$1.10 per hour increase

No member of the bargaining unit on the effective date of this Agreement shall receive a decrease in hourly wages. The Executive Board of the Union, at its discretion, may allocate some amount of any increase to the Employer contribution to the Chicago Regional Council of Carpenters Welfare Fund, the Cain Millwork Employees' Retirement Plan and or the Chicago Regional Council Apprentice Training Fund and shall be deducted from the wage increases set forth above. The Union shall provide the Employer notice in writing prior to November 1st each year regarding the allocation between the rate of wages and fringe benefits effective November 1st.

The \$1.50 per hour decrease in the contribution to the Carpenters Welfare Fund shall be allocated to the Cain Millwork Employees' Retirement Plan.

Truck Drivers:

Starting rate: \$19.98 (75% of Drivers' scale)
First Anniversary: \$22.64 (85% of Drivers' scale)
Second Anniversary: -\$25.31 (95% of Journeyman scale)

Material Handlers:

Starting rate: \$9.00 per hour
First Anniversary: \$13.32 per hour (50% of scale)
Third Anniversary: \$17.32 per hour (65% of scale)
Fifth Anniversary: \$ \$19.98 per hour (75% scale cap)

7.2 The rate of wages for a Foreman shall be 20% over the negotiated wage rate if employed by an Employer that is ineligible to adopt or had not adopted job classifications pursuant to Article 8 of this Agreement.

7.3 The rate of wages for apprentices covered by this Agreement shall in each year be the following percentage of the rate of wages shown above for journeyman employees: 1st year - 50%; 2nd year - 65%; 3rd year - 75%; 4th year - 85%.

7.4 The rate of wages for all work performed outside the plant (including the time from when an employee leave the plant during the work day until the employee returns to such plant), including but not limited to touch-up work, shall be the then prevailing rate of wages for outside journeymen carpenters within the jurisdiction of the Chicago Regional Council of Carpenters. Employees who are instructed to report to the plant at the start of their shift shall be paid from the time the employee first reports to the plant. Employees who are instructed to report to the jobsite at the start of their shift shall be paid from the time they arrive at the jobsite. In addition thereto, the Employer shall pay into each of the employee fringe benefit funds under the applicable

collective bargaining agreement an amount per hour in accord with the provisions of the applicable agreement.

Notwithstanding the other provisions in this paragraph or in any other collective bargaining agreement with the Union, for Employees covered by the Chicago Regional Council of Carpenters Millmen Pension Fund, the Employer may, at the option of the affected employee make the contributions to the Pension Fund for hours worked outside the plant to the Chicago Regional Council of Carpenters Millmen Pension Fund in an amount equal to the rate shown above.

7.5 The Employer shall have the right to compensate any employee above the above contractual wage rate, however, upon notice to the employee and the Union, the increased wage rate may be reduced to the contractual rate at the end of each contract year.

7.6 Time and one-half shall be paid for all overtime worked in excess of forty (40) hours in workweek, Monday through Saturday.*

7.7 In years 1 and 2 of this Agreement, double time shall be paid for work in excess of eleven (11) hours in a day from Monday through Saturday. In years 3 and 4 of this Agreement, double time shall be paid for work in excess of ten (10) hours in a day Monday through Saturday. Double time shall be paid for work in excess of fifty-eight (58) hours in a workweek Monday through Saturday; for work on Sunday; and for work on the following holidays: New Year's Day, Memorial Day, Thanksgiving Day, Fourth of July, Labor Day and Christmas Day. If an employee is required to work the day after Thanksgiving, the employee will be paid at time and one-half the employee's hourly rate for hours worked on that day.

7.8 If work is performed on any recognized holiday, an employee shall in addition receive holiday pay as provided in this Agreement. However, no employee shall be required to work on a recognized holiday.*

* Beginning on June 1, 2014, the Employer agrees to abide by the arbitrator's decision in Grievances Nos. 921-1 and 922-11 with respect to the definition of "hours worked."

7.9 When work is carried on in more than one shift, the second and third shifts shall receive eight hours' pay for seven hours work.

7.10 Employees shall be paid not later than the employees' regularly scheduled quitting time on the Employer's regularly established pay day. If such pay day falls upon a recognized holiday under this agreement, employees shall be paid the last work day before such holiday.

7.11 When an employee is discharged, such employee shall be paid in full, including earned vacation pay, on the next regular scheduled pay day; if any employee voluntarily terminates employment, such employee will be paid in full, including all earned vacation pay, no later than the next regular pay day.

7.12 The Union shall have the right to remove bargaining unit employees from their work for the purpose of collecting wages and fringe benefits due. The Employer shall be notified by certified mail, return receipt requested, at least five days before such action is taken.

7.13 Failure of the Employer to have sufficient funds in the bank to honor pay checks shall deprive such Employer thereafter from the right to pay by check.

ARTICLE 8 HOURS OF WORK

8.1 The normal work day/week shall consist either of eight hours work commencing at any time between the hours of 6:00 a.m. and 8:00a.m., Monday thru Friday, or as mutually agreed upon between an Employer and the Union. However, employees not to exceed 20% of the total workforce may agree on a voluntary basis to begin work between the hours of 4:00 a.m. and 6:00 a.m. The Shop Steward shall be notified in advance of all work scheduled from 4:30 p.m. Friday until 6:00 a.m. Monday, or work on any recognized holidays or nights. Further, the Employer may establish a second shift provided that advance notice is provided to the Union. Employees will be assigned to such shift first by soliciting volunteers, and then by selecting employees in the required job classifications by reverse order of seniority.

8.2 When the Employer changes a work schedule to less than eight hours, such Employer shall give notice thereof to affected employees by quitting time of the prior work day; otherwise, such employees shall be paid for eight hours for the day involved.

8.3 Any employee reporting for work upon the express or implied order of the Employer or the duly authorized representative of the Employer and not put to work for any reason except weather conditions, fire, accident, or other unavoidable causes, shall receive eight hours' pay for that day. Employees who are notified by the end of the prior work day that they will not be assigned to work the next day shall not be eligible for the guarantee provided by this Section.

8.4 An employee who is unable to complete a scheduled work day due to injury on the job shall be paid for all hours of work for which such employee was scheduled to work on the day such injury occurs, including premium pay, if any.

8.5 In the event an employee is injured in the course of employment, such employee shall not be dismissed from employment because of injury, nor shall such employee be dismissed during the period of medical care required by such injury unless there is no bargaining unit work available which such employee is capable of performing, or unless such employee's dismissal is due to conditions beyond the control of the Employer.

8.6 The Employer may reduce the overall schedule for all employees in lieu of implementing a layoff.

8.7 No work shall be done on Labor Day except by permission of the Union.

ARTICLE 9 JOB CLASSIFICATIONS

9.1 If the Employer on the effective date of this Agreement employs 10 or more employees within one or more bargaining units represented by the Union, the Employer may elect to adopt job classifications at any time, provided the Employer has given the Union 30 days' written notice of such election. Should the Employer determine to adopt such classifications during the term of this Agreement, the Employer and the Union will meet and negotiate over the placement of incumbent Employees into the respective classifications.

9.2 Upon the effective date of this Agreement, employees then within the bargaining unit (hereafter called "protected employees") shall receive not less than the negotiated wage rate. A protected employee who receives a wage rate greater than the negotiated wage on the effective date of this Agreement will not receive any wage increases until such time as the negotiated wage rate for his classification exceeds the employee's wage rate, at which time the employee's wage rate will be increased to the negotiated wage rate for his classification. "Protected employees" shall be defined as those employees who are current bargaining unit employees on the effective date of the adoption of classifications.

9.3 No protected employee may be laid off or terminated because of an Employer's election to adopt this Article. Any protected employee who is laid off and is subsequently recalled by the same Employer shall thereafter be entitled to vacation allowances without reference to such layoff.

9.4 Job classifications shall be defined as follows:

Classification "AA": This classification shall consist of all employees who possess millwork skills and have been assigned leadership responsibility, and who perform one or more of the following duties: Sticker (knife grind and set-up); Trim Saw (layout and operate); Shaper (knife grind, set-up and operate); Leadman Cabinet Assembly; and Leadman Face Veneer Layout and Lay up.

Classification "A": This classification shall consist of all employees who possess millwork skills or have been assigned leadership responsibility, and those employees who perform one or more of the following duties: Trim Saw Operator; Tenoner (set-up); CNC Router set-up; Trim Cabinetmaker**; Chain Mortiser;; Machine Sander (mounding, belt, stroke); Hot Press Leadman; and Graduate Apprentice.

Classification "B": This classification shall consist of all employees who have the skills to perform and are assigned one or more of the following duties: *CNC Router operator; *Cabinet Machine Operator (edge bander, dovetailer); Mortiser (other than Chain Mortiser); Sticker Feeder; Planer Operator; Facer Operator; Joiner Operator; Machine Sander (wide belt); Panel Saw Operator; Laminate Applicator (spray, trim); Hot Press Operator; Cut-off and Rip saw Operator; and Assembler or Cabinet Assemblyman***;. A Veneerman is an employee who can, from cutting bills, cut and tape veneer for backs and sub-face panels. The use and understanding of shop drawings and blue prints is not required.

Classification "C": This classification shall consist of all employees in the job classification of Hand Sander, Pinch Roller, Clean-Up, and general helper.

* Effective on June 1, 2014, the Classifications shall mirror the Classification definitions in the WAC Agreement.

**A Trim Cabinetmaker is a complete cabinetmaker who, without supervision, can from drawings and cutting bills, machine and assemble a complete cabinet, including hardware fitting and installation. Such employee must be able to fit mitres, mortise and tenon joints, dowel joints and perform all other standard cabinet joinery.

*** Assembler or Cabinet Assemblyman shall be defined as an assembler of custom cabinets; cabinet sub-assemblies; frames, including window and door frames; glazed and mulled windows; and door blanks, using power nailers, wood and glass drills, clamps and other power hand tools. The use and understanding of shop drawings, blue prints and cutting bills is not required.

9.5 The wage rates for the above job classifications shall be as follows:

Classification "AA"	120% of the negotiated wage rate
Classification "A"	The negotiated wage rate
Classification "B"	75% of the negotiated wage rate
Classification "C"	55% of the negotiated wage rate
Entry Level.....	\$ 11.99 per hour

9.6 An unprotected new employee shall be an entry level employee, and shall be paid at the entry level rate set forth above. Notwithstanding the foregoing, the Employer shall be permitted to hire new employees above the entry level rate where necessary to recruit qualified persons. Entry level employees shall be subject to a probationary or trial period not to exceed 90 days, and as such shall not be entitled to the coverage of Article 26 herein for the period of their probation. Upon completion of this period, such employees, shall be paid the Classification "C" wage rate, until such time that those employees are promoted into higher classifications.

9.7 Apprentices upon completion of their apprenticeship shall be assigned to Classification "A".

9.8 Except in the case of an unprotected employee whose employment has terminated with one Employer and is hired by another Employer, no unprotected employee shall be paid a wage rate in excess of that for the job classification to which such employee is regularly assigned.

9.9 All employees temporarily assigned to work in a higher-rated job classification shall be paid the wage rate for such classification for all work performed after five consecutive working days in such classification. After working five consecutive days at a higher classification, an employee shall be paid the wage rate of the higher classification for each day, or portion thereof, in which they work in a higher rated classification over the course of a year. An Employer shall not regularly assign employees to work in a higher-rated job classification for the purpose of avoiding the payment of wages for work performed in such classification. An employee temporarily assigned to work in a lower-rated job classification shall continue to be paid the wage rate for the classification to which such employee is regularly assigned.

9.10 All modifications within any job classification shall be negotiated by the parties. If the parties are unable to agree upon such modifications, the parties shall resolve their differences through the grievance procedure in this Agreement.

9.11 In the event of a layoff, the Employer may layoff some or all of the employees within a department before employees in another department are laid off. In addition, employees within a department may be laid off without regard to classification as long as after a layoff is implemented the number of employees remaining in Classification "C" shall not be a greater number than the number of employees remaining in Classification "B" or Classification "A", and the number of employees remaining in Classification "B" shall not be a greater number than the number of employees remaining in Classification "A".

9.12 All new jobs and job vacancies shall be posted. The Employer shall give preference to bargaining unit employees who are capable of performing the work and who have seniority with the company.

9.13 Upon the Employer's election to adopt job classifications, the Employer shall forfeit the right to employ "summer help".

9.14 The Employer shall not be permitted to elect or continue to use job classifications unless such Employer employs a full complement of mill apprentices, if available. This provision will not be applied during the life of this Agreement.

ARTICLE 10 COST -OF-LIVING ALLOWANCE

10.1 Definitions:

- (a) Cost of Living Index "Consumer Price Index for Urban Wage Earners and Clerical Workers (all items), 1967 = 100, for the City of Chicago," published by the Bureau of Labor Statistics, U.S. Department of Labor. The Index used is the "April Index" published in May, and the "October Index" published in November.
- (b) Negotiated Hourly Wage Increase This increase is that part of the negotiated hourly "wage package" allocated to wages. Any adjustment to the "wage package" for

contributions to the Welfare and Pension Funds and Apprentice & Trainee Program is not included.

- (c) Rate of Wages in Effect The Negotiated Hourly Wage rate less any adjustment to other funds.
- (d) Cost-of-Living Adjustment For each .3% rise in the Cost-of-Living Index which is over and above the percentage of the Negotiated Hourly Wage Increase for the applicable period, there shall be a cost-of-living adjustment of \$.01 per hour.

10.2 Cost-of-Living Adjustment. There shall be no cost-of-living adjustment during the term of this Agreement.

10.3 Fractions of cents shall be carried forward to the time of the next adjustment.

10.4 No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which may later be made in the published figures for the Consumer Price Index for any month on the basis of which the allowance has been determined.

10.5 In the event that the Consumer Price Index in its present form is revised by the Bureau of Labor Statistics or discontinued, the parties shall attempt to adjust this Article to such revision or discontinuation.

10.6 There shall be established a Joint COLA Committee of four members, two of whom shall be appointed by the Union and two of whom shall be appointed by the Employer. The members of the Committee shall meet at least two weeks before a cost-of-living adjustment is to be made effective, at which time such members shall calculate the cost-of-living adjustment, if any, that is then to be effective. In the event that the Committee is unable to agree upon the amount of any adjustment, the dispute in respect to such adjustment shall be resolved through arbitration pursuant to the procedure outlined in Article 26, paragraph 26.3 (t), (g), and (h) of this Agreement.

ARTICLE 11 HOLIDAYS

11.1 Employees shall be paid eight hours' pay at the straight-time hourly rate for each of the following recognized holidays when not worked:

New Year's Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Christmas Day
Day after Thanksgiving

11.2 A new employee who was not last employed within the bargaining unit must be employed for 30 calendar days in order to become eligible for holiday pay.

11.3 To be entitled to pay for a recognized holiday not worked, the employee must report for and work on the work day immediately preceding and the work day immediately following such holiday, unless such employee was excused in advance, in writing, by an agent of the Employer or unless such employee was absent on one of such work days because of illness (if not due to an overdose of alcohol), injury, accident, casualty or similar justifiable cause and a doctor's certificate or other evidence thereof satisfactory to the Employer is furnished by the employee.

11.4 If any employee is laid off within 15 calendar days before a recognized holiday or has returned from layoff with the same Employer within 15 calendar days after such holiday, such employee shall be paid for such holiday.

11.5 Recognized holidays which fall on Saturday shall be observed on the prior Friday; recognized holidays which fall on Sunday shall be observed on the following Monday.

ARTICLE 12 VACATIONS

12.1 Vacations with straight-time pay shall be granted to all employees on the following basis:

- (a) Any employee who has been, from the date of first employment, in the employ of the Employer for 90 days shall then be entitled to three days' vacation with pay, and shall thereafter be entitled to an additional day's vacation with pay for each additional month (or major portion thereof) worked for the same Employer up to a maximum of 5 days vacation with pay in the first year of employment. After the first year of employment, the employee will be entitled to an additional day's vacation with pay for each additional month (or major portion thereof) worked for the same employer up to a maximum of 10 days' vacation with pay in any one year regardless of length of service. Any employee who has earned more than five but less than ten days of vacation with pay in the first year of employment as of May 31, 2011 shall be entitled to the vacation with pay allowance earned.
- (b) When an employee has earned eight consecutive 10-day vacation allowances with the same Employer, such employee's next vacation allowance shall be three weeks with pay. Any employee who has earned three weeks of vacation as of May 31, 2011 shall remain eligible to receive this allowance thereafter.
- (c) When an employee has earned 17 consecutive 15-day vacation allowances with the same Employer, such employee's next vacation shall be four weeks with pay. Any employee who has earned four weeks of vacation as of May 31, 2011 shall remain eligible to receive this allowance thereafter.
- (d) Any employee who was eligible to receive a five-week vacation allowance as of May 31, 2011 shall remain eligible to receive this allowance thereafter. Any employee who would have earned eight consecutive four-week vacation allowances with the same Employer in the six month period following May 31, 2011 shall be entitled to a vacation allowance of five weeks with pay.

12.2 In the event an employee quits, is laid off or discharged, such employee shall be entitled to receive pay for the number of days' vacation earned to the time of severance of employment.

12.3 For the purpose of this Article, vacation allowance shall not be considered "consecutive" or "successive" in the case of an employee who quits, is terminated, fails to respond within 14 days after recall to work or is on layoff for more than one year.

12.4 Except for a third, fourth or fifth week of vacation, the vacation period shall be between June 1 and September 30, but may be at other periods of the year if mutually agreed to by an employee and the Employer. All vacations shall be taken on normal working days, that is, days other than recognized holidays, and in no case will an employee be permitted to waive a vacation for wages or any other consideration. All vacations must be scheduled at least 2 weeks in advance by the Employee with the mutual agreement of the Employer. The Employer reserves the right to limit the number of Employees who may schedule vacation during the same week, consistent with the needs of production. The third, fourth and/or fifth week of vacation shall be taken at such time as is mutually agreed upon by the employee and the Employer.

12.5 Vacation pay shall be paid at the time a vacation is taken. Such pay shall be based upon the wage rate in effect on the date a vacation is begun.

**ARTICLE 13
HEALTH & WELFARE INSURANCE**

13.1

The Employer shall pay into the Chicago Regional Council of Carpenters Welfare Fund an amount per hour for each of the first 170 hours worked for the employer during each calendar month by all employees of the Employer who are covered by this Agreement as follows:

November 1, 2015 to October 31, 2016	\$8.95
November 1, 2016 to October 31, 2017	\$*
November 1, 2017 to October 31, 2018	\$*
November 1, 2018 to October 31, 2019	\$*

*To be determined as part of the allocations set forth in Section 7.1

13.2 All payments shall be transmitted to the Chicago Regional Council of Carpenters Welfare Fund, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of this Agreement in accordance with the rules and regulations of such Fund, which are made part of this Agreement.

13.3

The Employer may make contributions of 160 hours per month for superintendents and other management personnel for whom contributions to the Chicago Regional Council of Carpenters Welfare Fund were heretofore made when such individuals were employed as journeymen carpenters.

13.4 Contributions shall be paid for recognized holidays and vacation allowances earned under this Agreement. Contributions for such holidays and allowances shall be computed on the basis of an eight hour day for each day of such holidays and allowances.

**ARTICLE 14
CAIN MILLWORK EMPLOYEES' RETIREMENT PLAN**

14.1 The Employer shall continue to sponsor its existing Cain Millwork Employees' Retirement Plan for bargaining unit members. The Employer shall contribute \$6.27 for each hour of work performed by bargaining unit members up to 170 hours per month, with future increases to be determined by the Chicago Regional Council of Carpenters, however, during the term of this Agreement, in no event shall the required contribution rate exceed the Millman Pension Fund contribution rate set forth in the WAC Agreement. The Employer reserves the right to amend the Retirement Plan, upon prior notice to the Union, as may be required by ERISA to retain the tax deductible status of the Plan.

14.2 All bargaining unit members currently participating in the Millman Pension Fund shall remain as participants in that Fund.

**ARTICLE 15
TRAINING FUND**

15.1 The Employer shall pay into the Chicago Regional Council of Carpenters Apprentice and Training Fund 24¢ per hour for each of the FIRST 170 HOURS worked for the Employer during each calendar month by all of the employees of the Employer who are covered by such Agreement. The terms and provisions of the Chicago Regional Council of Carpenters Apprentice and Training Fund Trust Agreement are incorporated herein and the Employer is and shall continue to be bound by such terms and provisions.

15.2 If the Employer rate of contribution is decreased at any time during the term of this Agreement, the amount of the decrease shall inure to the Chicago Regional Council of Carpenters Millmen Pension Fund.

15.3 All payments shall be transmitted to the Chicago Regional Council of Carpenters Apprentice & Trainee Program, 12 East Erie Street, Chicago, IL 60611, at the end of each month during the term of such Agreement in accordance with the rules and regulations of such Program, which are made a part of this Agreement.

15.4 Contributions shall be paid for recognized holidays and vacation allowances earned under this Agreement. Contributions for such holidays and allowances shall be computed on the basis of an eight hour day for each day of such holidays and allowances.

**ARTICLE 16
EMPLOYER OBLIGATIONS**

16.1 The payment by the Employer of the wage rates set forth in this Agreement, the contributions to the Chicago Regional Council of Carpenters Welfare Fund, Chicago Regional Council of Carpenters Millmen Pension Fund and the Chicago Regional Council of Carpenters Apprentice and Training Fund shall commence with the first day of employment in the case of new hires whose most recent covered Employer made contribution to such Funds. In the case all eligible new employees, the contributions to such Funds shall commence on the 31st day of employment.

**ARTICLE 17
BEREAVEMENT PAY**

17.1 In the event of the death of spouse, child, stepchild, mother or father, mother-in-law or father-in-law, brother or sister of an employee, such employee shall be granted a leave of absence of two days with pay during the period beginning with the date of death and ending with the day of the funeral, if such employee desires such leave. Such leave shall be granted to an employee actively at work or scheduled for work and such employee's absence otherwise would result in a loss of pay but for this paragraph.

17.2 For the purpose of this Article, pay for each day during a leave of absence shall not exceed eight hours' straight-time pay.

17.3 Any employee who is on layoff or off sick shall not be eligible for benefits under this Article.

**ARTICLE 18
TOOLS**

18.1 The Employer shall furnish all clamps, hand screws, work benches, miter boxes, glue pots, brushes, power tools, bits, equipment and materials necessary and customary to perform the employee's duties. An employee shall provide and maintain necessary and customary hand tools.

18.2 The Employee shall provide a safe place for the storage of employee owned tools and the Employer will insure such tools from loss by fire and theft in an amount not to exceed \$800.00.

**ARTICLE 19
APPRENTICES, PRE-APPRENTICES AND "SUMMER HELP"**

19.1 Any Employer who employs an average of five (5) journeymen covered by this Agreement during six months of a 12-month period must employ one mill apprentice for every five (5) such journeymen. However, an Employer who has elected to adopt and has implemented job classifications pursuant to this Agreement must employ one mill apprentice for every seven such journeymen employed on average during six months of a 12-month period.

19.2 Additional mill apprentices in excess of those required under this Agreement may be granted to the Employer upon proper application to the Trustees of the Chicago Regional Council of Carpenters Apprentice & Trainee Program, which request will not be unreasonably denied.

19.3 Any Employer who employs fewer than the number of journeymen required to employ a mill apprentice may be granted one mill apprentice upon proper application to the Trustees of the Chicago Regional Council of Carpenters Apprentice & Trainee Program.

19.4 The Employer shall be bound by the rules and regulations promulgated by the Trustees of the Chicago Regional Council of Carpenters Apprentice & Trainee Program.

19.5 Apprentices shall be within the ages set by the Joint Apprenticeship Committee, and there shall be no discrimination in the employment of apprentices based on sex, age, color, creed, or national origin.

19.6 There shall be an Apprenticeship Committee consisting of three Employer representatives and three Union representatives, which Committee shall meet periodically by mutual agreement for the purpose of improving the Apprentice Program, particularly as it applies to the Chicago Area Woodwork Industry.

19.7 Except in the case of an Employer who has elected to adopt and has implemented job classifications pursuant to this Agreement, an Employer may hire "summer help" during the period from May 1 through September 30 provided the Union cannot refer a journeyman within three work days of the Employer's request and the Employer has a full complement of mill apprentices. Such "help" shall be issued a work permit by the Union, and the provisions of Article 3 of this Agreement shall not apply. Such "help" shall be paid the rate of wages for first-year mill apprentices. Beginning on June 1, 2014 the Employer shall contribute to the Chicago Regional Council of Carpenters Welfare Fund and the Employer sponsored 401(k) in respect to such help.

19.8 (a). An employer may hire a "pre-apprentice" as an employee to perform Classification "B" or Classification "C" bargaining unit work, in both classification and non-classification plants, provided that the addition of "pre-apprentices" does not cause the layoff of any bargaining unit employee subsequent to the addition of "pre-apprentices".

(b). Individuals holding journeyman cards of the Union may not be utilized as "pre-apprentices".

(c). "Pre-apprentices" shall be issued a work permit by the Union which shall be paid for by the employer at a fee not to exceed \$50 per month per "pre-apprentice" and the provisions of Article 3 of this Agreement shall not apply to "pre-apprentices".

(d). "Pre-apprentices" shall be paid at the rate of 45% of the rate paid to journeymen employees. No contributions to the Cain Millwork Employees' Retirement Plan, no contributions to the Chicago Regional Council Carpenters Welfare Fund, no contributions to the Chicago Regional Council of Carpenters Apprentice & Training Fund, the National Industry Promotion

Fund, the Woodworkers Industry Advancement Fund, or the Certified Custom Woodworkers Association Labor Management Committee shall be required in respect to "pre-apprentices".

(e). If a "pre-apprentice" remains working for a period of twelve cumulative months, he/she shall become a member of the Union subject to the provisions of Article 3 of this Agreement without having to serve any probationary period. The Employer will provide the Union with five days' advance notice of the placement of "pre-apprentices" in a work assignment following completion of twelve cumulative months of work as a "pre-apprentice". Contributions to the Company sponsored 401(k), the Chicago Regional Council Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Apprentice & Training Fund, the National Industry Promotion Fund, the Woodworkers Industry Advancement Fund and the Certified Custom Woodworkers Association Labor Management Committee shall commence effective on the first day of the month next following the twelfth cumulative month of employment as a "pre-apprentice".

(f). An employer may employ one (1) "pre-apprentice" for every five (5) Journeymen employees.

ARTICLE 20 INSURANCE

20.1 The Employer shall elect to be bound by the provisions of the Illinois Workers' Occupational Diseases Act and shall furnish to the Union a Certificate of Insurance covering all liability under such Act.

20.2 The Employer shall furnish a Certificate of Insurance to the Union covering liability under the provisions of the Illinois Workers' Compensation Act.

20.3 Any Employer not otherwise required to pay contributions under the Illinois Unemployment Compensation Act, regardless of the number of employees employed, shall voluntarily elect to become subject there to and liable for the payment of contributions thereunder.

ARTICLE 21 SAFETY

21.1 The Employer shall maintain a Shop Safety Committee comprising at least one employee and a representative of the Employer. Such Committee shall meet periodically to consider safety matters affecting employees.

ARTICLE 22 SHOP STEWARD

22.1 Each shop or plant shall have a Union Steward appointed by the Union Business Representative from the existing bargaining unit. If a shop or plant has more than one floor or separate buildings, the Business Representative may appoint an assistant Steward on each additional floor or separate building. However, should work be performed in another department

other than that in which the Steward is working, the Steward or the Business Representative may designate temporarily another Steward.

22.2 The Shop Steward or Assistant Steward, if any, shall not be subject to discrimination for discharging the duties of a Shop Steward.

22.3 The Shop Steward or the Steward's designee who is scheduled to work shall be present during the performance of all bargaining unit work. The Shop Steward shall be the last employee to be laid off other than the foreman. Before the Shop Steward is laid off, the Business Representative of the Union shall be notified.

22.4 The duties of the Shop Steward or Assistant Steward, if any, shall be to report to the Business Representative of the Union:

- (a) Members' dues delinquencies;
- (b) Violations of this Agreement;
- (c) Employees employed 31 days or more who have not become members of the Union; and
- (d) Disputes and grievances of members.

22.5 The Shop Steward shall not have authority to:

- (a) Collect any money due the Union from any applicant for membership or from any other person;
- (b) Adjust or modify of this Agreement;
- (c) Allow Union duties to interfere with duties as a working employee, except to make card checks; or
- (d) Influence hiring, termination or discipline of employees.

22.6 The Shop Steward shall have charge of the Union Label.

ARTICLE 23 BUSINESS REPRESENTATIVES

23.1 The duly authorized representative of the Union shall be permitted, after reasonable notice to the office of the Employer, to visit the plant of the Employer during working hours to interview employees but, in so doing, such representative shall not interfere with the progress of work.

ARTICLE 24 UNION LABEL

24.1 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of member of the United Brotherhood of Carpenters and Joiners of America; and that such Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. The use of such Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

ARTICLE 25 GRIEVANCE PROCEDURE

25.1 A grievance is any disagreement between the Employer, employee or the Union over the interpretation or application of any term of this agreement. .

25.2 Any employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted. All grievances must be presented within seven (7) days from the day the event occurs which gives rise to the grievance. If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the specified time limit, it shall be considered settled on the basis of the grievance presented.

25.3 Grievances shall be taken up in the following manner:

First Step: An effort shall be made to orally adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his Union representative present and the grievance may be presented by the Union representative.

Second Step: If the grievance is not resolved within seven (7) calendar days at the First Step and, if the grievant or Union elects to proceed with it, the grievance shall be reduced to writing by the grievant and filed with the Employer and the Union within five (5) working days after such seven (7) calendar days, and an attempt will be made to adjust the grievance by and between an Employer representative and a Union representative. If the grievance is not resolved within seven (7) calendar days at the Second Step and, if the Union elects to proceed with it, it may be referred to the Labor Management Committee mentioned hereafter within seven (7) calendar days of the date of failure to resolve the grievance in the Second Step.

Third Step: A committee an equal number of individuals equally divided between the Employer and the Union shall be established to provide for uniform conformance with the Agreement. This committee shall be called the "Labor-Management Committee." Any dispute referred to the Committee shall follow the procedure outlined hereafter:

- (a) A written complaint shall be prepared and one copy of such complaint shall be sent to the Union; one copy shall be sent to the particular Employer involved; and one copy shall be sent to the Association. The complaint shall state the issue involved and outline the position of the Union on the issue.
- (b) The Employer complained against shall answer the complaint in writing and state his position on the matter within seven (7) days. Copies of such answer will be distributed to the parties indicated above.
- (c) The meeting of the Labor-Management Committee shall be held within ten (10) working days or on a date mutually satisfactory to both parties.
- (d) The Employer, the Union, and all employees represented by it agree that the majority decision of the Labor-Management Committee on any dispute submitted to it shall be final and binding on all of such entities.
- (e) If the Committee is deadlocked, the grievance may be submitted to arbitration upon written request of the Union; provided, however, that such request is delivered within ten (10) working days after the decision of the Labor Management Committee.
- (f) If arbitration is requested, the Union and the Employer involved shall select one arbitrator. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected from a panel of seven (7) arbitrators (each of which must be a member of the National Academy of Arbitrators) submitted by the Federal Mediation and Conciliation Service in accordance with their procedure. Such arbitrator shall be selected from such panel by such parties alternately striking the names appearing therein until a single name remains. The party to strike the first name shall be determined by the toss of a coin.
- (g) The arbitrator shall be bound by the terms and provisions of the Agreement and shall have no authority to add to, subject from, modify or amend any provisions of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the individual Employer, the Union, and the employee or employees involved.
- (h) The arbitrator's fee and expenses shall be borne equally by the Union and the Employer involved.

26.4 In all steps of the grievance procedure, an extension of time to appeal an answer or grievance may be agreed upon in writing.

26.5 Grievances which concern the discipline or discharge of an employee shall be entered into Step Two of the foregoing grievance procedure within five (5) working days from the date that an employee receives notice of such discipline or discharge.

**ARTICLE 26
BONDING**

26.1 Each Employer signatory to this Agreement agrees at the time of execution of this Agreement the Employer shall have procured a cash bond or 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 Illinois. The Surety Bond and/or cash 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 the prompt payment of wages and contributions to the Health and Welfare, Pension, and Apprentice Training Funds. Such Surety Bond and or cash 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 President of the Union, the principal amount of the bond shall be:

Wage and Fringe Bond:

1-5 employees	\$10,000.00
6-10 employees	\$15,000.00
11-15 employees	\$20,000.00
15+ employees	\$50,000.00

The Union may withdraw bargaining unit employees from Employers who fail to maintain the bond required by this Article.

This Article shall not be subject to the grievance process as described in Article 26.

**ARTICLE 27
NO DISCRIMINATION**

27.1 There shall be no discrimination engaged in by either the Employer or the Union in the employment of employees based on race, color, religion, creed, sex, national origin, or age.

27.2 Wherever in this Agreement the word "his" appears, such word shall be gender-free.

**ARTICLE 28
SAVINGS CLAUSE**

28.1 Should any part or provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, the invalidation of such part or provision shall not invalidate the remaining portions; provided, however, upon such invalidation the parties shall immediately meet to renegotiate

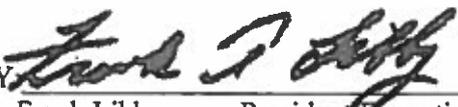
affected parts or provisions. The remaining parts or provisions not affected by such invalidation shall remain in full force and effect.

**ARTICLE 29
CONTRACT TERM**

29.1 This Agreement shall remain in full force and effect until October 31, 2019 and thereafter shall be renewed from year to year unless either party hereto shall notify the other party in writing at least ninety (90) days prior to the anniversary date of the Agreement of their desire to in any way modify this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the _____ day of _____, 2016

FOR
CHICAGO REGIONAL COUNCIL
OF CARPENTERS (MILL-CABINET
INDUSTRIAL DIVISION)

BY: 
Frank Libby President/Executive
 Secretary-Treasurer

FOR
CAIN MILLWORK, INC.

BY: 

BY: 
Jeffrey Isaacson First V.P.