AGREEMENT

Between

EDON COMPONENT DIVISION

And

CHICAGO REGIONAL COUNCIL of CARPENTERS

UNITED BROTHERHOOD of CARPENTERS

And

JOINERS of AMERICA

EFFECTIVE

JUNE 1, 2016 through MAY 31, 2019
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AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2016 by and between EDON COMPONENT DIVISION (hereafter referred to as “Company”), and CHICAGO REGIONAL COUNCIL of CARPENTERS, UNITED BROTHERHOOD of CARPENTERS and JOINERS OF AMERICA, (for and on behalf of its members in Local 1027) (hereafter referred to as “Union”).

ARTICLE 1
RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive collective bargaining representative with respect to wages, hours, terms and conditions of employment for a bargaining unit which includes all production, and maintenance employees, forklift operators excluding truck drivers, office clerical employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2
UNION SHOP

2.1 All employees shall be obligated to become members of the Union after the 60th day, but no later than the 61st day, of employment or the date of execution of this Agreement, whichever occurs later, as a condition of continued employment. All non-bargaining unit employees past the 60th day shall become members of the Union, as well as benefits paid retroactive to their 31st day of employment.

2.2 All employees shall maintain their membership in good standing (i.e., current in the payment of dues) in the Union as a condition of continued employment.

2.3 Any employee who fails to become a member of the Union or fails to maintain membership in good standing therein in accordance with provisions of this Article shall forfeit the right to continued employment, and the Company shall within three working days of receiving notice from the Union, in writing, as to the failure of such employee to join the Union or to maintain membership in good standing therein, discharge such employee. For this purpose, the requirements of membership and maintenance of membership in good standing shall be consistent with federal and state laws.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The management of its employees, the control of the premises and the direction of the work force are vested exclusively in the Company and include, but are not limited to, the following: The right to select, hire, transfer, promote, suspend, discharge, assign, supervise or discipline employees for just cause; to determine and change starting times, quitting times, shifts, the number of hours to be worked by employees, and to determine the staffing requirements in accordance with the provisions of this Agreement; including but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required and hours
worked; to determine policies and procedures with respect to the establishment, management, efficiency and conduct of its operations; to determine or change the method and means by which its operations are carried on; to make reasonable rules and regulations with respect to employees covered by this Agreement and to carry all ordinary functions of management subject only to provisions expressly specified in this Agreement. The exercise of such rights shall not be used to discriminate against any member of the Union because of his/her Union activities.

ARTICLE 4
DUES CHECK-OFF

4.1 Working Dues Assessment The Company shall deduct the working dues from the wages of its employees who have signed and provided the Company a valid and written Dues Check-off Authorization form and remit such deductions to the Chicago Regional Council of Carpenters, at 12 East Erie St., Chicago, IL 60611. The deduction of working dues from the wage of an employee shall commence with the first pay period after the employee provides the Company with a written Dues Check-off Authorization form.

All deductions of Dues Check-off shall be remitted to the Secretary-Treasurer 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 month of such deductions for each employee.

4.2 Local Dues The Company shall deduct initiation fees and Local dues due to those of its employees who have authorized the Company in writing to do so and remit such deductions to the Financial Secretary of Local 1027. Such deductions of initiation fees and Local dues is to be made beginning the first pay period after the employee provides written authorization for such deductions to the Company. All deductions shall be remitted to the Financial Secretary by the fifteenth (15) day of the month following the month when such deductions were made.

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

ARTICLE 5
HOURS OF WORK

5.1 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.

5.2 No work shall be performed on Labor Day except by permission of the Union.

5.3 Employees shall receive a fifteen (15) minute paid work break as close as practical to the mid-point of starting time and lunch.
5.4 The Company may hire “summer help” for non-bargaining unit work during the period from May 1 to September 30, provided that all regular employees are then working. Any employee hired as “summer help” shall be issued a work permit by the Union at a cost of $50.00 per month paid by the company. The ratio between “summer help” employees and regular bargaining unit employees shall not exceed one to five, plus one additional employee. The employer may request permission for additional summer help from the servicing Business Representative.

5.5 The normal work day shall consist of eight hours’ work commencing at any time between the hours of 6:00 a.m. and 8:00 a.m., as mutually agreed upon between an Employer and his employees. 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.

5.6 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, unless the change is due to an act of God.

5.7 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 four hours’ pay for that day.

5.8 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.

5.9 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.

ARTICLE 6
WAGES

6.1 The straight-time hourly wage rate for employees within the bargaining unit shall be as follows:

FOREMAN

Wage rate shall be 20% over leadman (One per shop)

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Assemblers

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ASSEMBLER DEFINED: Employee whose primary job involves the placing of material and assembly of material, and/or the movement of materials that involve the individual cutting the materials for assembly.

ASSEMBLERS
Roof Assemblers
Floor Assemblers
Wall Panel Assemblers (including Welders)
*Saw Operators (other than Truss Saw)
Shop Fork Lift Operator

*Employee assigned to Truss Saw shall be paid a $2.00 premium per hour

Material Handlers

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MATERIAL HANDLER DEFINES: Employee who pulls, stacks, loads, unloads and assists in the placement of materials (both raw and finished) used in fabrication of wall, roof and assemblies.

MATERIAL HANDLERS
Material Handler (raw & finished)
Bander
Stacker
Clean-up

The Company may not assign to the Material Handlers job classification more than ten (10%) percent (fractions favoring the employer), of the total number of employees then within the bargaining unit, plus one additional employee.

6.2 Straight time paid on hours worked up to forty (40) hours Monday-Saturday, ten (10) hours per day.

6.3 Time and one-half shall be paid for all overtime work performed during weekdays up to two (2) hours and on Saturday up to eight (8) hours. Saturday may be used as a make-up day at straight time pay. Cannot make up a holiday during week on Saturday.

6.4 Double time shall be paid for all work performed in excess of twelve (12) hours in a workday from Monday to Friday; for work on Saturday in excess of eight hours; for all work on Sunday; and for work on recognized holidays (plus holiday pay as provided in this Agreement).
6.5 Any employee who is assigned to work on a second shift shall be paid a shift differential of thirty-five (35) cents per hour over their normal wage rate. A second shift, if started, shall commence immediately following the day shift. The Union shall be notified prior to the implementation of any additional shift work.

6.6 Employees shall be paid once each week, not later than the regularly scheduled quitting time on the regularly established payday. If a payday falls upon a recognized holiday, employees shall be paid the last workday before such holiday. All wages due shall be paid in full up to three days preceding a payday. When an employee is discharged, such employee shall be paid in full, including earned vacation pay, on day of discharge.

6.7 The rate of wages for all work performed outside the plant (including the time from when an employee leaves 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 and, in addition thereto, each Employer shall pay into each of the employee fringe benefit funds shown hereafter the prevailing fringe benefit contribution amount per hour for all hours worked for the Employer including vacation time during each calendar month by all employees of such Employer for all such work performed. The employer will be allowed to do repair work to shop produced product at the employee(s) shop wage rate only when it can be proved that the adjustment was caused by a production discrepancy.

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<td>Labor-Management, Safety, Industry Advancement</td>
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*To be determined each year of agreement through 5/31/19

* If the rate of contribution during this period is increased the Executive Board of the Union, at its discretion, any allocate some amount of any increase to the Employer contribution to the Chicago Regional Council of Carpenters Pension Fund and/or the Chicago Regional Council of Carpenters Apprentice and Trainee Program.

Notwithstanding the other provisions in this paragraph or in any other collective bargaining agreement with the Union, the Employer may, at the option of affected employee, make
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.

ARTICLE 7
LAYOFF, RECALL, JOB POSTING

7.1 All employees temporarily assigned to work in a higher-rated job classification, if assignment is longer than two (2) days, shall be paid the wage rate for 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.

7.2 In the event of a layoff, the Employer shall first lay off any probationary employees.

7.3 All new jobs and job vacancies shall be posted. Any bargaining unit employee may apply for a posted job. The Employer shall reach a decision and notify the successful applicant, if any, within three weeks following the posting period. The decision of the Employer shall be based upon an evaluation of the performance, skill and ability, attitude and attendance of the applicants, all things equal seniority shall prevail. Whenever possible, an Employer shall promote from within or attempt to recall former laid off employees when filling a new job or a job vacancy.

7.4 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.

ARTICLE 8
HOLIDAYS

8.1 Employees shall be paid eight hours pay for time not worked at the straight-time hourly wage rate then in effect for the following recognized holidays:

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

8.2 To be entitled to pay for a recognized holiday not worked, an employee must have been in the employ of the employer for a period of sixty (60) calendar days and report for and work on the workday immediately preceding the holiday and the workday immediately following such holiday, unless such employee was excused in advance, in writing, by the Company or unless such employee was absent because of illness, injury, accident, casualty, or similar justifiable cause, and a doctor's certificate or other evidence thereof satisfactory to the Company is furnished by the employee, if requested by the Company.

8.3 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.

8.4 If an employee is laid off within 12 calendar days before a recognized holiday and has returned from layoff within 12 calendar days of such holiday, such employee shall be paid for such holiday. Provided he is eligible and worked sixty (60) days.
ARTICLE 9
VACATIONS

9.1 One (1) week after one (1) year of service. Four (4) hours per month worked or majority portion thereof to total forty (40) hours.
   Two (2) weeks after three (3) years of service. Eight (8) hours per month worked or majority portion thereof to total eighty (80) hours.
   Three (3) weeks after ten (10) years of service. Twelve (12) hours per month worked or majority portion thereof to total one hundred twenty (120) hours.

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

9.3 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.

9.4 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 10
HEALTH & WELFARE

10.1 The Employer shall pay into the Chicago Regional Council of Carpenters Welfare Fund an amount of $9.95 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 this Agreement as follows:

10.2 All payments shall be transmitted to 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 a part of this Agreement.

10.3 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.

10.4 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.

ARTICLE 11
PENSION FUND

11.1 The Employer shall pay into the Chicago Regional Council of Carpenters Millmen Pension Fund $5.77 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 this Agreement. The
amount of this contribution may be increased at any time during the term of this Agreement: (1) pursuant to the determination(s) of the Union’s Executive Board to allocate some amount of any wage/fringe benefit increase due June 1 each year to such contribution; and/or (2) by the amount of any reduction in the amount of the Employer contribution to the Chicago Regional District Council of Carpenters Apprentice & Trainee Program.

11.2 All payments shall be transmitted to the Chicago Regional Council of Carpenters Millmen Pension 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 a part of this Agreement.

11.3 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.

11.4 An 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 Millmen Pension Fund were heretofore made when such individuals were employed as journeymen carpenters.

ARTICLE 12
BEREAVEMENT

12.1 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 after one (1) year of service.

12.2 A day’s pay for the purpose of this Article shall not exceed eight hours straight-time pay.

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

ARTICLE 13
TOOLS

13.1 The Company shall furnish all tools and materials necessary to perform the employee’s duties, except than an employee shall provide and maintain necessary hand tools.

13.2 The Company shall provide a safe place for the storage of employee tools when not in use.

13.3 On the effective date of this Agreement each employee shall prepare a list that fully identifies his hand tools maintained in the workplace. Such list shall be dated and signed by the employee and a representative of the Company. One copy of such list will be given to the Company and the other shall be retained by the employee. Thereafter, any time that such employee adds to, substitutes or withdraws from the workplace any of the tools shown on such
list, such employee shall promptly notify the Company, which shall permit the employee to amend such list in the Company's possession.

13.4 In the event of the loss in the workplace by fire or theft of any employee's tools that are identified in the then current list that has been provided by an employee to the Company identifying such tools, but only in the absence of negligence on the part of the employee incurring a loss, the Company shall at its option replace such tools (provided they are of the same or similar quality) or the Company shall reimburse the employee the fair market value of such tools.

ARTICLE 14
INSURANCE

14.1 The Company shall elect to be bound by the provisions of the Illinois Worker's Occupational Disease Act and shall furnish to the Union a Certificate of Insurance covering all liability under such Act.

14.2 The Company shall furnish a Certificate of Insurance to the Union covering liability under the provisions of the Illinois Workers Compensation Act.

14.3 The employer shall provide the union with photocopies of the checks paying the employees' health and retirement premiums and contributions and prescribed by the plans upon the request of the servicing Business Representative.

ARTICLE 15
SAFETY

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

ARTICLE 16
SHOP STEWARD

16.1 The Union may designate one of its members presently in the employ of the Company to act as Shop Steward. In the event that the Company operates more than one shift, the Union may designate an additional employee to act as an Assistant Shop Steward for such shift. Such employee(s) shall not be subject to discrimination for discharging their duties on behalf of the Union.

16.2 The Shop Steward, provided he possesses the skill(s), shall be the last bargaining unit employee to be laid off. Before the Shop Steward is laid off, the Union shall be first notified. If the regular Steward is laid-off due to an inability to perform the remaining work, the Business Representative shall designate a replacement from among the remaining employees. A reasonable attempt shall be made by the employer to expose the Steward to all phases of the company production operations.
16.3 The duties of the Shop Steward and the Assistant Shop Steward, if any, shall be to report to the Union:
   (A) Members’ due delinquencies;
   (B) Violations of this Agreement;
   (C) Hire of new employee;
   (D) Employees employed 31 days or more who have not become members of the Union;
   (E) Disputes and grievances of employees; and
   (F) Any overtime hours worked on a shift.

16.5 The Shop Steward and the Assistant, if any, shall not have authority to:
   (A) Collect any money due the Union from any applicant for membership or any other person;
   (B) Alter or modify this Agreement;
   (C) Allow any duties on behalf of the Union to interfere with duties as a working employee, except to make card checks or investigate matters related to the duties of the Shop Steward and the Assistant Shop Steward, if any; or
   (D) Influence hiring, termination or discipline of employees.

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

ARTICLE 17
UNION REPRESENTATION

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

ARTICLE 18
UNION LABEL

18.1 It is hereby understood and agreed by the Company 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 International Union to be placed upon the Company’s products, it is understood and agreed that the Label shall remain the property of the International Union, and shall be at all times in the possession of a member of the International Union; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the International Union. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Company at any time at the discretion of the International Union.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 When differences arise between the Company, the Union or any employee of the Company as to any matter involving the meaning, interpretation or application of this Agreement, such differences shall be settled in the following manner:

   Step 1: Any employee having a grievance shall, with or without the Shop Steward, discuss it with his immediate supervisor within five working days after the occurrence of the event giving rise to such grievance.
Step 2: If the grievance has not been adjusted between the employee and his immediate supervisor within the period mentioned, it shall be reduced to writing and signed by the employee no later than five (5) working days following the occurrence of the event giving rise to such grievance and presented to the Plant manager for adjustment. Failure to file a grievance in writing as provided will relieve the Company of all financial obligations and the grievance shall be deemed waived and void. A written reply to the employee, with a copy to the Union Representative, shall be made by the Plant Manager within seven working days of his receipt of the written grievance.

Step 3: If the written grievance has not been settled on the basis of the Plant Manager’s answer, the Union shall within five working days following the receipt of the Plant Manager’s written answer request a meeting between its representatives and the Vice President and/or General Manager to adjust the grievance. Such a meeting will be held within five working days following the Company’s receipt of such request.

Step 4: If an adjustment of the grievance does not result in the meeting between the Union’s representatives and the Vice President and/or General Manager, the Union may within 10 working days following such meeting request in writing that the grievance be submitted to arbitration.

(A) If a request for arbitration is made by the Union, the parties shall immediately request the American Arbitration Association for a panel of arbitrators comprising seven names, one of which shall be selected as impartial arbitrator to hear the dispute. Such arbitrator will be selected by the parties alternately striking names from such panel until but one name remains, namely that of the arbitrator who shall hear the dispute. The order in which the parties strike names from such panel shall be determined by the flip of a coin.

(B) The arbitrator shall not have any power to add to, subtract from or modify any of the terms of this Agreement, and the decision by the arbitrator shall be final and binding upon the parties.

(C) The parties shall share equally in the fees and expenses of the arbitrator. Each party shall bear its own expense in preparing and presenting its case to the arbitrator.

19.2 No employee shall be permitted to recover payment for an alleged violation of this Agreement which occurred prior to 30 days preceding the date of the filing of a grievance.

19.3 An employee who fails to grieve concerning an alleged violation of this Agreement until such employee is no longer employed (except for grievances relating to discharge) shall have no recourse under such Agreement.

19.4 All grievances filed by the Union or involving the discharge of an employee shall be initially entered in Step 3 of this Grievance Procedure.

19.5 Any time limitations set forth in this Article shall be strictly adhered to unless the parties expressly agree, in writing, to waive any such limitations. Any grievance which is not timely advanced to the next step of the Grievance Procedure shall be considered to have been resolved in the prior step.

19.6 In the event the Company violates the provisions of this Agreement relating to the rate or scale of wages, the remittance of contributions under applicable employee benefit plans, or fails to remit any initiation fees or union dues withheld from employees’ pay, and thereafter refuses to submit to the grievance process such violations within 10 days of the receipt of written notice from the Union protesting such violations, then the grievance procedure in this Agreement shall
have no application to such circumstances and the Union shall be permitted all legal and economic recourse, including the right to strike and picket until such violations are corrected, notwithstanding anything to the contrary in this Agreement.

ARTICLE 20
NO STRIKE NO LOCKOUT

20.1 The Company will not authorize or sanction any lockout during the term of this Agreement.

20.2 Neither the Union nor its members will cause or take part in any strike, slowdown, curtailment of work, restriction of production or interference with work during the term of this Agreement.

20.3 No employee shall be terminated or disciplined in any fashion for honoring an authorized and sanctioned United Brotherhood of Carpenters picket line, whether at the plant or jobsite.

ARTICLE 21
NO DISCRIMINATION

21.1 The Company and the Union agree not to discriminate against an employee with respect to hiring, compensation and terms and conditions of employment because of an employees’ race, color, religion, sex, national origin, age or any other basis prohibited by law.

ARTICLE 22
SAVINGS CLAUSE

22.1 Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of 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 the affected parts or provisions. The remaining parts or provisions not affected by such invalidation shall remain in full force and effect.

ARTICLE 23
TERMINATION CLAUSE

23.1 This Agreement is the entire agreement between the parties and is the result of extensive negotiations in which such parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. Consequently, neither party is obliged to bargain during the term of this Agreement, except as otherwise specifically noted in this Agreement and for a new agreement upon the expiration of this Agreement.

23.2 This Agreement shall remain in full force and effect until May 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 21st day of JUNE, 2016.

For the Union:

CHICAGO REGIONAL COUNCIL OF CARPENTERS

By:  

Frank Libby  
President /  
Exec. Sec'y-Treas.

By:  

Jeffrey Isaacson  
First Vice President

For the Company

EDON COMPONENT DIVISION

By:  

Kathleen Connelly  
President