9776

AGREEMENT

Between

J.N. Exhibit Const. Inc..

And

CHICAGO REGIONAL COUNCIL OF CARPENTERS

(INDUSTRIAL DIVISION)

UNITED BROTHERHOOD of CARPENTERS And JOINERS of AMERICA

For the Period

June 1, 2016 through May 31, 2020

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AGREEMENT

THIS AGREEMENT, effective as of the 1st day of June 2016, by and between **J.N. Exhibit Const. Inc.**, hereinafter referred to as "Company" and/or "Employer" and the **CHICAGO REGIONAL COUNCIL of CARPENTERS**, hereinafter referred to as "Union" shall be in full force and effect through May 31, 2020.

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees now or hereafter employed in the bargaining unit, for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment.

BARGAINING UNIT

1.2 The bargaining unit shall consist of all employees (Foremen, Journeymen, Check-out Carpenters and Apprentices) engaged in the production, fabrication, refurbishing, and touch-up of custom, rental, system and portable exhibits and displays; including, but not limited to, exhibit panels, counters, kiosks, light boxes; in general, any exhibit or exhibit system, refurbishing, open and check (of crate contents), using any of the following: lumber, plywood, fiberboard, plastic laminates, glass, carpet, fabric, cardboard, aluminum, steel and other metals; all operators of all stationary power, power hand and hand tools needed to build, fabricate and rehab the above.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine and control plant operations, hire, suspend, discipline or discharge for proper cause, layoff, transfer, to promote efficiency and all rights customarily exercised by an employer, except as may be specifically limited by this Agreement, are vested in the Company.

ARTICLE 3
UNION SHOP

3.1 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 and assessments as a condition of continued employment.

3.3 Any employee who fails to become a member of the Union or fails to maintain membership in good standing by remaining current in the payment of dues and assessments in accordance with the provision 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 to the Employer a valid and written Dues Check-off authorization 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 a 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(s) provide 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
WORKING RULES

5.1 There shall be no restriction of the use of machinery, tools, or appliances.

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

5.3 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.

5.4 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.

5.5 Employees required lodge overnight shall be provided, as a minimum, the IRS approved lodging and meal per diem as outlined in IRS Publication 1542 as revised 12/29/06 and as subsequently revised in the future. (http//www.irs.ustreas.gov)

5.6 During the life of this Agreement, the Employer shall not lock-out nor shall the Union or any other employee(s) strike, slow down, or participate in any work stoppage as a result of any dispute arising under this Agreement. There shall be no strikes, lockouts, or stoppage of work for any causes not covered by this Agreement. The parties will, by lawful means, comply with this Agreement.

ARTICLE 6
WAGES

6.1 Wages		with Break	without Break**
June 1, 2016		$ 29.21 per hour	$ 29.51 per hour
June 1, 2017	*	$ .95 per hour increase	.95 per hour increase
June 1, 2018	*	$ .95 per hour increase	.95 per hour increase
June 1, 2019	*	$ .95 per hour increase	.95 per hour increase

Foremen...The rate of wages for Foremen shall be twenty percent (20%) above the base wage rate of journeymen.

*The rate of wage shown for this period may be reduced to the extent of any increase in the Employer's contribution to Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Millmen Pension Fund and/or the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund. Each such increase to be allocated between wages and fringe benefit contributions at the discretion of the Executive Board of the Union. Notice in writing of the allocations should be given to the Employer by the Union.

** Employer shall provide either a fifteen (15) minute afternoon work break, or add $0.30 per hour to the wage rate of each employee upon implementation. This option shall be at the discretion of a consensus of seventy percent (70%) of an Employers workforce covered by this Agreement and shall apply to the entire group as opted. (Employees shall be able to adopt the break or the wage adjustment once each year prior to May 1st. If choosing the wage in lieu of the break, then reverting to the break in any following year, it is understood that the $0.30 shall inure to the Employer).

6.2 The rate of wages for mill apprentices covered by this Agreement shall in each year be the following percentage of the rate of wages shown above for journeymen employees: 1st year - 50%; 2nd year - 65%; 3rd year - 75%; and 4th year - 85%. Following application of these percentages to the rate of wages for journeymen employees, the rate of wages for apprentices covered by this Agreement shall be as follows:

	1st Year	2nd Year	3rd Year	4th Year
6/1/16 through 5/31/17	$ 14.61	$ 18.99	$ 21.91	$ 24.83
6/1/17 through 5/31/18	*	*	*	*
6/1/18 through 5/31/19	*	*	*	*
6/1/19 through 5/31/20	*	*	*	*

6.3 Exhibit Check-out Carpenter – The Company shall be allowed to employ a maximum of four (4) Check-out carpenters at the wage rate of seventy-five (75%) percent of the Journeyperson wage rate and whose job duties shall be as follows:

6.4 The check-out carpenter shall read from the exhibit floor plan and work from a detailed inventory list of exhibit component pieces; he shall open and close crates, unwrap and wrap skids, vacuum and clean carpet, re-roll for shipping; general exhibit maintenance which includes, cleaning, touch-up and removal of excess Velcro and glue, replacement of stock locks, Snap Trac, hasps, hinges, and bobbles: create damage report (from company form) on existing exhibit pieces; tools consist of a utility knife (for cutting packing material and tape), a screwdriver (battery powered allowed, company provide) (for opening and closing of screw down lids and removing and replacing of above items).

6.5 All current named carpenters are "grandfathered" at the in effect full appropriate scale and never subject to reduction even if accepting Check-out carpenter position, in case of workforce reduction (list provided and attached).

6.6 In event of a layoff, the Check-out carpenter(s) will be laid off before any of the named carpenters.

6.7 Check-out carpenters will have the first option to fill any vacant Journeyperson position(s) when they become available.

6.8 If a check-out carpenters is working on a job with Journeyperson carpenters and the job goes into overtime, the Check-out carpenter shall remain part of the crew. However, if a job starts late in the day and no check-out carpenter was on that job, then the overtime shall be assigned to Journeyperson carpenters.

6.9 The Employer shall offer the Check-out carpenter to former employees who have been laid off from the company first, having exhausted that pool of employees; the Employer shall contact the Local Union for referrals.

6.10 If a non-protected employee gets called to fill a check-out carpenter position and opts not to take the job at the time for any reason, the Employer agrees not to contest the employees' unemployment benefits.

6.11 It is understood that all other provisions of the contract, including the full benefit provisions will be applicable to Check-out carpenters.

6.12 The Employer agrees to comply with the current terms and conditions of the "Construction Division Area Agreement" 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 each hour worked for the Employer including vacation time during each calendar month by all employees of such Employer for all such work performed.

	6/1/16 to 5/31/17	6/1/17 to 5/31/18	6/1/18 to 5/31/19	6/1/19 to 5/31/20
Chicago Regional Council of Carpenters Welfare Fund	$ 11.79	*	*	*
Chicago Regional Council of Carpenters Pension Fund	$ 17.60	*	*	*
Chicago Regional Council of Carpenters Apprentice & Training Program	$ .63	*	*	*
Labor Management, Safety, Industry Promotion Funds	$ .44	*	*	*

* 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 in 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.

6.13 The amount of any negotiated wage increase(s) during the term of this Agreement shall be added to the wage rate then paid to employees.

6.14 Time and one-half shall be paid: 1) for all overtime Monday through Friday; up to two (2) hours: 2) for work on Saturday up to eight (8) hours; and for work on the following recognized holidays up to eight (8) hours: Good Friday, day after Thanksgiving Day, day before Christmas Day, day before New Year's Eve Day.

6.15 Double time shall be paid: 1) for all work done in excess of ten (10) hours in a single workday, Monday through Friday; 2) for work on Saturday in excess of eight (8) hours; 3) for work on Sunday; for work on Monday morning before the company's normal start time; and 5) for work on the following recognized holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

6.16 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.

6.17 The Employer shall make every reasonable effort to notify the employees of overtime for the following day by quitting time of the prior day. For week end overtime the Employer shall notify employees by quitting time on Thursday.

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

6.19 Employees shall be paid once each week, not later than the employees' regularly scheduled quitting time on the regularly established pay day. Employees may authorize their employer to have their paychecks direct deposited, if available. If such pay day falls upon a recognized holiday under this Agreement, employees shall be paid the last work day before such holiday. All wages due shall be paid in full up to three days preceding a pay day.

6.20 When an employee is discharged or voluntarily terminates employment for any reason, such employee will be paid in full, including all earned vacation pay, no later than the next regular payday. If an employee is laid off, and not discharged, he may opt to leave his vacation pay and be paid at the time he takes his vacation. If the separated employees' check is not ready on the next regularly scheduled payday he shall be entitled to an additional eight (8) hours pay at his regular straight time hourly rate.

6.21 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.

6.22 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 7
HOURS OF WORK

7.1 The normal workday shall consist of eight hours, 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. (Work outside the normal hours as stated herein shall be payable at the overtime rate per Article 6 (6.14 - 6.18)

7.2 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 workday; otherwise, such employees shall be paid for eight hours for the day involved.

7.3 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.

7.4 An employee who is unable to complete a scheduled workday 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.

7.5 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 said 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.

7.6 When a plant is running to 75% of the normal staffing level of its Carpenter employee capacity or less, work must be rotated before employees are laid off. This paragraph shall not apply to Employers who have elected to adopt and implement job classifications under this Agreement.

7.7 All employees shall be given a paid 15-minute break as near as practicable midway through the first half of his shift and a 15-minute break as near as practicable midway through the second half of his shift during regular working hours, and a paid 15-minute break at the end of every two hours during overtime, premium time, Saturday or Sunday hours. If employees have elected to waive the afternoon break, it is understood that a fifteen (15) minute break shall be given at the end of the regular shift prior to the start of overtime. For the purpose of this article, lunch breaks shall not be considered work breaks.

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

ARTICLE 8
COST-OF-LIVING ALLOWANCE

8.1 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 Training 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.

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

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

8.4 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 Index for any month on the basis of which the allowance has been determined.

8.5 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.

8.6 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 Company. 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 24, paragraph 24.2(f), (g), and (h) of this Agreement.

ARTICLE 9
HOLIDAYS

9.1 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	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day

9.2 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.

9.3 If any employee is laid off within 15 calendar days before a recognized holiday or has returned from layoff with the same Employer with in 15 calendar days after such holiday, such employee shall be paid for such holiday. It is not the intent of this Article for an employee to receive holiday pay from more than one employer.

9.4 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 10
PAID TIME OFF FOR TEMPORARY CARPENTERS

10.1 For every 20 days of paid work, an employee shall be entitled to 1.5 days of Paid Time Off. For purposes of this provision, a "day of paid work" shall be defined as any specific day for which an employee, regardless of classification, was paid for any time by the Employer. For purposes of this provision, a day of Paid Time Off is defined as 8 hours of pay based on the wage rate of the employee at the time the Paid Time Off is taken. Accordingly, for every 20 days of paid work, an employee shall be entitled to 12 hours of Paid Time Off. The measurement of accrued Paid Time Off shall be on a 180 day look back on a rolling basis.

- This provision shall only apply to those temporary carpenter employees who have worked for the Employer for less than 1,600 hours in the past twelve months. Once an individual has been employed for 1,600 hours or more by the Employer in the past twelve months, that individual shall be entitled to the accrual of vacation under Article 11 and Holidays under Article 9.
- Benefit contributions are owed for all hours of Paid Time Off and shall be remitted to the Funds for the month in which the Paid Time Off is paid to the employee.
- Paid Time Off will be paid out on a monthly basis on the last payroll of the month, or during layoff/termination.
- If mutually agree by the employer and the employee Paid Time Off made be accrued to be used at a later date.

ARTICLE 11
VACATIONS

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

(a) Any employee who has been in the employ of the employer shall be entitled to one day vacation for each month worked (or the majority portion thereof) for the same employer up to a maximum of 10 days' vacation with in any one year regardless of length of service.

(b) When an employee has earned seven consecutive 10-day vacation allowances with the same Employer, such employee's next vacation allowance shall be three weeks with pay.

(c) When an employee has earned 16 consecutive 15-day vacation allowances with the same Employer, such employee's next vacation shall be four weeks with pay.

(d) When an employee has earned four consecutive 4-week vacation allowances with the same Employer, such employee's next vacation allowance shall be five weeks with pay.

11.2 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.

11.3 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.

11.4 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. 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.

11.5 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. All vacation must be taken in the year it is due. Vacation days due may not be carried over to the following year unless by prior mutual agreement of the parties.

ARTICLE 12
HEALTH AND WELFARE FUND

12.1 Such employer shall pay into the Chicago Regional Council of Carpenters Welfare Fund an amount per hour for each of the first 180 hours worked for the Employer during each calendar month by all of the employees of such Employer who are covered by this Agreement as follows:

Effective June 1, 2016..... $9.00
Effective June 1, 2017 ..... $ *
Effective June 1, 2018 ..... $ *
Effective June 1, 2019 ..... $ *

*The rate of contributions during this period is increased, the Executive Board of the Union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Chicago Regional Council of Carpenters Welfare Fund. The Employer obligation to benefits shall not exceed the negotiated increase.

12.2 All payments shall be transmitted to Chicago Regional Council of Carpenters Welfare Fund, 12 East Erie Street, Chicago, IL 60611 for each month by the fifteenth (15th) day of the following month in accordance with the Agreement and Declaration of Trust ("Trust Agreement") and all future Amendments thereto, establishing the Chicago Regional Council of Carpenters Health and Welfare Fund, such Trust Agreement being incorporated and made part of this Agreement.

12.3 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 8-hour day for each day of such holidays and allowances.

12.4 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 Welfare Fund were heretofore made when such individuals were employed as journeymen carpenters.

12.5 The collection of amounts due under this Article shall not be subject to the Grievance Procedure in Article 24.

ARTICLE 13
PENSION FUND

13.1 Each Employer shall pay into the Chicago Regional Council of Carpenters Millmen Pension Fund an amount per hour for each of the first 180 hours worked for the Employer during each calendar month by all of the employees of such Employer who are covered by this Agreement as follows:

Effective June 1, 2016..... $ 5.77
Effective June 1, 2017 ..... $ *
Effective June 1, 2018 ..... $ *
Effective June 1, 2019 ..... $ *

*If the rate of the contribution during this period is increased, the Executive Board of the Union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Millmen Pension Fund. The Employer obligation to benefits shall not exceed the negotiated increase.

13.2 All payments shall be transmitted to the Chicago Regional Council of Carpenters Millmen Pension Fund, 12 East Erie Street, Chicago, IL 60611, for each month by the fifteenth (15th) day of the following month in accordance with the Agreement and Declaration of Trust ("Trust Agreement") and all future Amendments thereto, establishing the Chicago Regional Council of Carpenters Millmen Pension Fund, such Trust Agreement being incorporated and made part of this Agreement.

13.3 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 8-hour day for each day of such holidays and allowances.

13.4 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.

13.5 The collection of amounts due under this Article shall not be subject to the Grievance Procedure in Article 24.

ARTICLE 14
CHICAGO REGIONAL COUNCIL OF CARPENTERS SUPPLEMENTAL RETIREMENT FUND

1. Unless otherwise directed, each Employer shall pay into the Chicago Regional Council of Carpenter Supplemental Retirement Fund an amount per hour for each of the first 180 hours worked for an Employer during each calendar month by all Employees who are covered by this Agreement in amounts determined and allocated by the Executive Committee of the Union. The Union shall not allocate any amounts from the wage package to the Supplemental Retirement for periods when the Pension Fund falls below the "Green Status" as defined under the Pension Protection Act of 2006 as reported by the Pension Plan to the PBGC for the quarter preceding the anniversary date of this Agreement.

2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Supplemental Retirement Fund and by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

3. The said Supplemental Retirement Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union, pursuant to the Agreement and Declaration of Trust heretofore signed by the Employers and Union, and now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present or future amendments thereto are made a part of this Agreement as if set forth herein at length.

4. The Employer shall furnish the Trustees with information such as the names of the Employees, classifications; Social Security numbers, wages and/or hours worked, and such other

information as may be required for the proper and efficient administration of the Pension Fund and the Supplemental Retirement Fund.

5. The Employer representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all Employers in the administration of the Pension Fund and the Supplemental Retirement Fund.

6. The Employer may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Supplemental Retirement Fund were heretofore made when such individuals were employed as journeymen Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.

7. Failure of any Employer after reasonable written notice by the Administrative Fund Office so to do, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago Regional Council of Carpenters Supplemental Retirement Fund, shall be considered a violation of the terms and conditions of the Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such Employer.

8. In the event that an Employer becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the Employer shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

9. The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount no less than one hundred and sixty (160) hours per month. Each such Employer shall execute a Participation Agreement with the Trustees of the Chicago Regional Council of Carpenters Supplemental Retirement Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.

10. The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided that Employer shall not be required to pay contributions to the Chicago Regional Council of Carpenters Supplemental Retirement Fund for hours worked outside the geographical jurisdiction of the Union if Employer is required to pay contributions to another multi-employer pension benefit fund based on such hours.

11. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article 24.

ARTICLE 15
TRAINING FUND

15.1 Each Employer shall pay into the Chicago Regional Council of Carpenters Apprentice and Trainee Program $0.24 per hour for each of the first 180 hours worked for the Employer during each calendar month by all of the employees of such Employer who are covered by such Agreement.

15.2 If the rate of contribution during this period is increased, the Executive Board of the union, at its discretion, may allocate some amount of any increase in the Employer contribution to the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund.

15.3 All payments shall be transmitted to the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund at 12 East Erie Street, Chicago, IL 60611, for each month by the fifteenth (15th) day of the following month in accordance with the Agreement and Declaration of Trust ("Trust Agreement") and all future Amendments thereto, establishing the Chicago Regional Council of Carpenters Apprentice and Trainee Program Fund, such Trust Agreement being incorporated and made 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 (8) hour day for each day of such holidays and allowances.

15.5 The collection of amounts due under this Article shall not be subject to the Grievance Procedure in Article 24.

ARTICLE 16
INDUSTRY PROMOTION FUND

16.1 Each Employer shall contribute to an Industry Promotion Fund three ($0.03) cent per hour for each of the first 1,800 hours worked for the Employer in each year of the term of this Agreement by all of the employees of such Employer who are covered by this Agreement.

16.2 All contributions shall be transmitted to Industry Promotion Fund, 12 East Erie Street, Chicago, IL 60611, for each month by the fifteenth (15th) day of the following 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.

16.3 If the Industry Promotion Fund ceases to exist or remain viable during the term of this Agreement, the obligation of an Employer to contribute to such Fund shall cease.

ARTICLE 17
EMPLOYER OBLIGATIONS

17.1 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 Council of Carpenters Apprentice and Trainee Program, and the Industry Advancement Fund shall commence with the first day of employment in the case of new hires whose most recent covered Employer made contributions to such Funds and Program. In the case of all other new employees, the contributions to such Funds and Program shall commence on the 31st day of employment.

ARTICLE 18
BEREAVEMENT PAY

18.1 In the event of the death of spouse, child, step-child, mother or father, mother-in-law, father-in-law, brother, sister or grandparents of an employee, such employee shall be granted a leave of absence of three (3) 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.

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

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

ARTICLE 19
TOOLS

19.1 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.

19.2 The Employer shall provide locker space for each employee.

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

ARTICLE 20
APPRENTICES AND "SUMMER HELP"

20.1 Any Employer who employs an average of five journeymen covered by this Agreement during six months of a 12-month period must employ one mill apprentice for every five 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.

20.2 Additional mill apprentices in excess of those required under this Agreement may be granted to any Employer upon proper application to the Trustees of the Chicago Regional Council of Carpenters Apprentice and Trainee Program.

20.3 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 and Trainee Program.

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

20.5 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.

20.6 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 Exhibit & Display industry.

20.7 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 and the Employer shall contribute to Chicago Regional Council of Carpenters Welfare Fund and Chicago Regional Council of Carpenters Millmen Pension Fund in respect to such "help."

ARTICLE 21
INSURANCE

21.1 The Employer shall 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.

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

21.3 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 to and liable for payment of contributions there under.

ARTICLE 22
SAFETY

22.1 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 23
SHOP STEWARD

23.1 Each shop or plant shall have a Union Steward appointed by the Union business representative for the area. 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 buildings. No Steward or Assistant Steward, if any, shall be subject to discrimination for discharging the duties of a Shop Steward.

23.2 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 first be notified.

23.3 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.

23.4 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 violations 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.

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

ARTICLE 24
BUSINESS REPRESENTATIVES

24.1 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 25
UNION LABEL

25.1 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 26
GRIEVANCE PROCEDURE

26.1 Definition: Grievance - an alleged breach or violation of this Agreement or a dispute out of the interpretation or application of a provision of this Agreement.

26.2 **Step 1** Should there be any disputes or complaints involving the Company and the Union or any Employee or Employees, the matter shall be promptly taken up for adjustment by and between the duly

authorized representatives of the Company, the Union Steward and the Employee or Employees involved. The parties hereto agree to cooperate to the maximum degree so that all conflicts may be mutually settled in accordance with the spirit of this agreement. An employee must file within twenty (20) working days of the alleged violation, otherwise the issue will be considered untimely.

Step 2 If the preceding step fails to resolve the grievance, it shall then be put to writing within seven (7) days. A meeting shall be arranged within ten (10) days with a Company representative, the aggrieved Employee(s), the Union Steward, and a Union Representative. A decision shall be rendered, in writing, at this step within seven (7) working days.

Step 3 In the event the two (2) previous steps fail to settle the grievance and the Union desires to submit the grievance to arbitration. The Union will notify the Company in writing within fifteen (15) days of receipt of the Company's answer to the second (2nd) step meeting. In such event, the parties shall, within fifteen (15) days, join in a request to the Director of Federal Mediation and Conciliation Service, to submit the names of five (5) Arbitrators. The Union and Company shall alternately strike a name from the list (the first strike shall be determined by lot) until the name of one (1) individual remains. The remaining individual shall be the sole Arbitrator of the question involved. The Arbitrator shall be notified jointly by the parties that they have been selected as Arbitrator in the matter. The decision of the Arbitrator shall final and binding on both parties. The cost of the Arbitrator shall be borne equally by the Union and the Company.

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

26.4 Grievances which concern the discipline or discharge of an employee shall be entered into the Step 2 of the foregoing grievance procedure within five (5) working days from the date the employee receives notice of such discipline or discharge.

ARTICLE 27
BONDING

27.1 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 24.

ARTICLE 28
NO DISCRIMINATION

28.1 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 or any other basis prohibited by law.

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

ARTICLE 29
SUBSTANCE ABUSE AND RECOVERY PROGRAM

29.1 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

29.2 Definitions

a. **Company Premises** – The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. **Prohibited Items & Substances** – Prohibited substances include illegal drugs including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

c. **Employee** – Individuals who perform work for the EMPLOYER, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. **Accident** – Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.

d. **Incident** – An event which has all the attributes of an accident, except that no harm was caused to person or property.

e. **Reasonable Cause** – Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

29.3 Confidentiality

a) All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for an employee during the employee's recovery period. If an employee volunteers for help, the company will make every reasonable effort to return the employee to work upon the employee's recovery. The company will also take action to assure that the illness is handled in a confidential manner.

b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c) When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

29.4 Rules-Disciplinary Actions-Grievance Procedures

a. **Rules** – All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

1) Use, possess, dispense or receive prohibited substances on or at the job site; or
2) Report to work with any measurable amount of prohibited substances in their system.

b. **Discipline** – When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

1) Applicants testing positive for drug use will not be hired.

2) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

3) Employees who refuse to cooperate with testing procedures will be terminated.

4) Employees found in possession of drugs or drug paraphernalia will be terminated.

5) Employees found selling or distributing drugs will be terminated.

6) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

c. **Prescription Drugs** – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with an employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, an employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

d. **Grievance** – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

29.5 Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

a. A pre-employment drug and alcohol test may be administered to all applicants for employment;

b. A test may be administered in the event a supervisor has reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;

e. Employee may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

29.6 Rehabilitation and Employee Assistance Program

a. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the employee to enroll in the Member Assistance Program (MAP) for that treatment, and will also counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

b. If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

c. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

ARTICLE 30
SAVINGS CLAUSE

30.1 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. Nothing contained within this article shall be construed to limit or modify any time limit or other requirement as set forth by applicable statute.

ARTICLE 31
CONTRACT TERM

31.1 This Agreement shall remain in full force and effect until May 31, 2020 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 the Union:

Chicago Regional Council of Carpenters
(Mill, Cabinet, Industrial Division)

By: _____
Frank Libby President
Exec. Sec'y./Treas.

By: _____
Jeffrey Isaacson First Vice President

For the Company:

J.N. Exhibit Const. Inc.

By: _____
Joseph Neubauer

By: _____