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AGREEMENT

Between

SUPERIOR TRUSS & PANEL, INC.

and

**CHICAGO REGIONAL COUNCIL
OF CARPENTERS**

(Mill-Cabinet-Industrial Division)

For the Period

April 1, 2017 through March 31, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 2017, by and between **SUPERIOR TRUSS & PANEL, INC.** (hereafter referred to as "Employer" or "Company" or "Superior"), and **CHICAGO REGIONAL COUNCIL of CARPENTERS (MILL INDUSTRIAL DIVISION)**, 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 regular full-time and regular part-time production and maintenance employees, including working foreman (hereafter referred to as "employee(s)" or "bargaining unit employee(s)"), but specifically excluding all clerical, administrative, professional, managers, supervisors, over-the-road drivers, guards and security employees as defined by the National Labor Relations Act, as amended.

ARTICLE 2 UNION SHOP

2.1 All bargaining unit employees shall be obligated to become members of the Union after ninety work days of employment or the date of execution of this Agreement, whichever occurs later, as a condition of continued employment with the Company.

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

2.3 Any employee who fails or refuses to become a member of the Union or fails to maintain membership in good standing therein in accordance with provisions of this Article, (1) may forfeit their right to continue employment with the Company, and (2) may forfeit collection of available unemployment benefit payments chargeable to the Employer. The Company shall, within five working days of receiving written notice from the Union as to the failure of such employee to join the Union or to maintain membership in good standing therein, discharge such employee. The Union and the Company agree to advise all bargaining unit employees of these provisions, which could lead to the employee's discharge for cause. A discharge of a bargaining unit employee due to nonpayment of dues, fees, fines or assessment will be treated as a discharge for cause as it relates to unemployment benefits. For this purpose, the requirements of membership and maintenance of membership in good standing shall be consistent with federal and state laws. Before the employee is discharged for nonpayment of dues, fees, fines or assessments, the Company shall have the option to deduct union dues from employee's payroll checks, with the expressed permission of the employee, and remit those dues to the Union.

2.4 The Company may give the Union notice when seeking to add any additional bargaining unit employees and the Union will be allowed to refer qualified employee applications to the Company. The Company reserves the right to hire the most qualified candidate for any job classification being filled as a referral either from the Union or from outside sources.

ARTICLE 3 DUES CHECK-OFF

3.1 The Union will have the sole and exclusive responsibility to collect all dues, fines, fees and assessments directly from the bargaining unit employees of the Company. The Company will assist the Union in this collection process. With the written permission of the employee, the Employer will collect dues, fines, fees, assessments from the weekly wages of its bargaining unit employees, all or in part, and remit such deductions to the Union at 4979 Indiana Avenue, Suite 210, Lisle, IL 60532 by the end of the month following each calendar quarter. Only those dues, fines, fees, and assessments collected as weekly payroll deductions of each individual bargaining unit employee will be remitted to the Union. The Company is not required nor

expected to pay for the dues, fines, fees, and assessments of the individual bargaining unit employees out of Company funds. The Union will supply to the Company the dues, fines, fees, assessments to be collected from each individual bargaining unit employee at least two calendar weeks in advance of the start or change in weekly payroll deduction of the bargaining unit employee. In the event that a bargaining unit employee has weekly after tax wages that is less than the weekly union dues, fines, fees, and assessments to be deducted, then any deficit will be deducted on any subsequent pay period.

3.2 The Union shall identify 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 deductions of any initiation fees or monthly dues from the wages of employees. The Union does not have the right to audit, inspect, or demand production of the Company's books and records to verify compliance with this Article unless the Union produces a payroll stub for a member of a bargaining unit who is an employee, on the date of the demand for audit, inspection or production is made, which payroll stub reflects a payroll deduction for Union dues, fines, fees, and assessments for which no corresponding check had been tendered to the Union per paragraph 3.1. In this situation the Union's right to audit, inspect, or demand production of the Company's books and records is limited solely to the individual employees' payroll earnings. Under no condition will the Company be obligated to produce its books and records beyond those relating directly to any individual bargaining unit employee's payroll information.

3.3 In the event that the Employer hires part-time bargaining unit employees working a consistent 30 hours or less per week, those part-time employees will be entitled to 50% of the benefits provided to full-time bargaining unit employees and said part-time employees will be required to pay the dues, fees and assessments as paid by full-time employees to the Union.

ARTICLE 4 HOURS OF WORK AND JOB CLASSIFICATIONS

4.1 The normal workday shall consist of eight (8) hours work commencing at any time between the hours of 6:00 AM and 8:00 AM as determined by the Company and that a minimum notification by the end of the shift on Thursday for changes of starting time on the following Monday.

4.2 Employee shall be permitted one fifteen (15) minute paid work break, as near as practical midway between the starting time and lunch (or dinner) period, each 8 hour workday. In the event that the work schedule calls for overtime, employees shall be entitled to one additional break depending on the hours scheduled to work as follows:

1. In the event that work is scheduled for 10 hours on any workday, employees shall be permitted a 15-minute paid break period immediately after the ninth hour.
2. In the event that work is scheduled for 12 hours on any workday, employees shall be permitted a 20-minute paid break period immediately after the ninth hour.

4.3 When the Company changes a work schedule to less than eight hours, the Company shall give notice of the change to affected employees by quitting, time of the prior workday; otherwise, such employees shall be paid for eight hours for the workday involved. If the work schedule is shortened due to safety, weather conditions, power outages, fire, suspension from work due to disciplinary measures such as:

1. To prevent violence or damage to property;
2. Verbal threats of harm or threatening behavior to any employee or visitor;
3. Physically striking, hitting, or fighting with any employee or visitor;
4. Sleeping during work hours;
5. Insubordination to supervisor or management;

or acts of God, then the employees will be paid for actual hours worked that day.

4.3.1 The Company may temporarily reassign an employee to work in a lower work classification for up to two workdays and the employee will receive their normal rate of pay for the hours worked.

4.3.2 The Company may reassign any employee for a period more than two full workdays and the employee shall be paid for all hours worked, starting, with the first day of reassignment, as follows:

1. Divide the employee's current pay rate by the maximum pay rate of their original job classification; take the resulting percentage times the maximum wage rate in the reassigned job classification will result in the pay rate for the employee during all the hours they work in their reassignment job.
2. Example: Layout Technician being paid \$12.00 is being transferred to an Assembler position-current pay rate \$12 divided by \$14 (maximum of Layout Technician)
.857% times \$11 (maximum of Assembler) = \$9.43 hour pay rate on the reassigned job.

4.3.3 If the Company requires employees to perform work on the second or third shift, the Company may obtain needed employees from other shifts. The Company shall first offer second or third shift work to the most senior employees within the job classification needed to be performing on the second or third shift. The Company shall next offer the opportunity to perform such work to the next senior employees within the job classification needed to perform second or third shift work until such time as the Company has procured the number of employees that are needed to perform such work. The Company reserves the right to assign bargaining unit employees to work any shift the Employer requires the employee to work. The employee who was transferred to the second or third shift shall retain the right to returned to the day shift if a suitable, trained employee is hired for their skill level on the second or third shift and the Company shall make its best effort to hire and train such a replacement employee on the second or third shift.

4.3.4 Any bargaining unit employee who refuses to perform assigned work, to work on an assigned shift or perform overtime as requested, may be subject to the Company's disciplinary procedures up to and including discharge.

4.3.5 If an employee is permanently moved into, or demoted into, a lower paying job classification or job position, the employee's new (reduced) rate of pay shall be calculated as described in paragraph 4.3.2 above.

4.4 Any employee reporting for work upon the express or implied order of the Company and not put to work except for weather conditions, power outages, fire, accident, , suspension from work due to disciplinary measures such as:

1. To prevent violence or damage to property;
2. Verbal threats of harm or threatening behavior to any employee or visitor;
3. Physically striking, hitting, or fighting with any employee or visitor;
4. Sleeping during work hours;
5. Insubordination to supervisor or management;

or acts of God or unavoidable causes all of which will cause no show-up pay to be provided shall receive two hours of pay for show-up time.

4.5 Any 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 but not to exceed 8 hours on the day of injury.

4.6 The Company reserves the right to lay off employees in reverse seniority within job classification order. Should layoffs affect entire job classifications, the Company may reassign employees to remaining job classifications by company seniority.

4.7 The Company reserves the right to create new, delete or modify job classifications and job positions in the future to accommodate changes in the products and services provided by the Company. If and when these events occur, the Company will create job descriptions, job requirements and minimum job qualifications to be considered for the new or changed position; the Company reserves the right to hire the most qualified candidate for any job classification being filled. The Company reserves the right to add, modify, change or delete individual job duties and tasks required to any existing, changed or new job

classification and to modify (increase or decrease) rates of pay, if any, to match or accommodate these changes in the job classification.

4.8 Discharge for cause, retirement, layoff for more than 120 calendar days, not calling in for an absence for three consecutive days, voluntary termination, not returning from a leave of absence, etc. represent events which will break the continuation of employment and Company seniority.

**ARTICLE 5
WAGES**

5.1 The straight time hourly wage rate for bargaining unit employees and the Job Classification shall be as follows:

BELOW RATES ARE EFFECTIVE FOR THE CALENDAR YEARS 2017, 2018, 2019 and 2020

<u>Job Classifications</u>	<u>START</u>	<u>3 Mo</u>	<u>1ST YR MAX</u>	<u>POSITION MAXIMUM</u>
2017 2.25%				
Working Foreman	\$ 25.10	\$ 26.68	\$ 28.23	\$ 31.37
Assistant Foreman	\$ 20.39	\$ 21.17	\$ 23.53	\$ 26.68
Layout Technician	\$ 15.70	\$ 16.48	\$ 18.81	\$ 21.95
Material Cutter	\$ 12.55	\$ 13.33	\$ 15.70	\$ 18.81
Assembler/Laborer	\$ 12.55	\$ 13.33	\$ 15.70	\$ 17.25
Equipment Operator	\$ 14.12	\$ 14.91	\$ 17.25	\$ 18.81
Yard Laborer	\$ 13.33	\$ 14.12	\$ 16.48	\$ 18.04
Maintenance-Senior	\$ 21.95	\$ 23.53	\$ 26.68	\$ 28.23
Maintenance-Junior	\$ 12.55	\$ 13.33	\$ 15.70	\$ 18.81
Janitorial	\$ 10.98	\$ 11.77	\$ 12.55	\$ 14.12
2018 2.5%				
Working Foreman	\$ 25.73	\$ 27.34	\$ 28.94	\$ 32.15
Assistant Foreman	\$ 20.90	\$ 21.69	\$ 24.12	\$ 27.34
Layout Technician	\$ 16.09	\$ 16.89	\$ 19.28	\$ 22.50
Material Cutter	\$ 12.86	\$ 13.67	\$ 16.09	\$ 19.28
Assembler/Laborer	\$ 12.86	\$ 13.67	\$ 16.09	\$ 17.68
Equipment Operator	\$ 14.47	\$ 15.28	\$ 17.68	\$ 19.28
Yard Laborer	\$ 13.67	\$ 14.47	\$ 16.89	\$ 18.49
Maintenance-Senior	\$ 22.50	\$ 24.12	\$ 27.34	\$ 28.94
Maintenance-Junior	\$ 12.86	\$ 13.67	\$ 16.09	\$ 19.28
Janitorial	\$ 11.26	\$ 12.06	\$ 12.86	\$ 14.47
2019 2.75%				
Working Foreman	\$ 26.44	\$ 28.10	\$ 29.73	\$ 33.04
Assistant Foreman	\$ 21.47	\$ 22.29	\$ 24.78	\$ 28.10
Layout Technician	\$ 16.53	\$ 17.36	\$ 19.81	\$ 23.12
Material Cutter	\$ 13.21	\$ 14.04	\$ 16.53	\$ 19.81
Assembler/Laborer	\$ 13.21	\$ 14.04	\$ 16.53	\$ 18.17
Equipment Operator	\$ 14.87	\$ 15.70	\$ 18.17	\$ 19.81
Yard Laborer	\$ 14.04	\$ 14.87	\$ 17.36	\$ 19.00
Maintenance-Senior	\$ 23.12	\$ 24.78	\$ 28.10	\$ 29.73
Maintenance-Junior	\$ 13.21	\$ 14.04	\$ 16.53	\$ 19.81
Janitorial	\$ 11.57	\$ 12.39	\$ 13.21	\$ 14.87

Job Classifications

2020 2.75%

Working Foreman	\$ 27.16	\$ 28.87	\$ 30.55	\$ 33.95
Assistant Foreman	\$ 22.06	\$ 22.90	\$ 25.46	\$ 28.87
Layout Technician	\$ 16.98	\$ 17.84	\$ 20.36	\$ 23.76
Material Cutter	\$ 13.58	\$ 14.43	\$ 16.98	\$ 20.36
Assembler/Laborer	\$ 13.58	\$ 14.43	\$ 16.98	\$ 18.67
Equipment Operator	\$ 15.28	\$ 16.13	\$ 18.67	\$ 20.36
Yard Laborer	\$ 14.43	\$ 15.28	\$ 17.84	\$ 19.52
Maintenance-Senior	\$ 23.76	\$ 25.46	\$ 28.87	\$ 30.55
Maintenance-Junior	\$ 13.58	\$ 14.43	\$ 16.98	\$ 20.36
Janitorial	\$ 11.88	\$ 12.74	\$ 13.58	\$ 15.28

5.2 The Company reserves the right to pay bargaining unit employees pay rates greater than shown above.

5.3 Overtime pay at time and one-half the employee's rate of pay shall be paid for all work performed more than eight (8) hours per day. However, if the employee takes unpaid time off during the week in which the overtime was earned, the employee shall work the subsequent scheduled work days at his regular rate of pay for the next 40 hours of work without overtime pay. (Example: employee works three ten hour days (24 hours straight time and 6 hours overtime) and then takes an unpaid day off-, employee would be required to work the next 40 hours at straight time).

5.4 Double time shall be paid for all work performed in excess of 12 hours in a workday from Monday to Friday, for work on Saturday in excess of ten hours, for all work on Sunday and for work on recognized holidays (plus holiday pay as provided in this Agreement).

5.5 The Union and the Company agree that employees working on a specific job that requires work beyond eight (8) hours on a specific day will be allowed to continue on that job subject to the job classification skills needed to perform the work which is required. If not enough employees working on said job cannot work the hours beyond eight (8) hours or if additional employees are required to complete the specific job causing the work beyond eight (8) hours, any additional personnel required will be filled on a job classification basis and the Company shall make a reasonable attempt to equalize the amount of overtime incurred to all qualified bargaining union employees. Company seniority in a job classification basis shall prevail on weekend work.

5.6 Nothing in this Agreement shall be construed to reduce the wage rate of any employee whose wage rate is higher than the negotiated hourly wage rates for the job classification to which such employee is assigned. If an employee is permanently moved, into or demoted into, a lower paying job classification or job position, the employee's new (reduced) rate of pay shall be calculated as described in paragraph 4.3.2 above.

5.7 Any bargaining unit employee who is assigned to work on a second shift shall be paid a shift differential of twenty-five cents (\$.25) per hour. Any bargaining unit employee who is assigned to work on a third shift shall be paid a shift differential of fifty cents (\$.50) per hour.

5.8 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 five regular workdays preceding a payday. When an employee's employment is severed for any reason, such employee shall be paid in full, including earned vacation pay if any, on the next regular payday.

5.9 The Company may assign bargaining unit employees to perform work, at any job site within the jurisdiction of the Chicago Regional Council of Carpenters, that relates to the repair, rework, touch-up, corrections and or modifications to any products manufactured, fabricated or produced at the Employers manufacturing facility(s) (hereafter referred to as "Field Service Work") and this field work will be covered only by the specific terms and conditions of this Agreement. The employee who performs this Field Service Work shall be paid a 25% premium over their regular in-plant pay rate for all hours from the time they leave the plant to the time they return to the plant and the employee shall be covered by all the benefits as described

within this Agreement. The Company will provide all necessary tools, equipment and materials required to perform the Field Service Work. Company will also provide the employee(s) with Company transportation or will reimburse the employee at the standard IRS allowance for business mileage if the employees use their own vehicle to travel to the job site.

5.10 In the event that the Company assigns bargaining unit employees to perform work unrelated to Field Service Work, and if this unrelated work is performed at the project site within the jurisdiction of the Chicago Regional Council of Carpenters Construction Division in the Illinois counties of Cook, Lake, and DuPage, then the assigned employee will be paid as a journeyman carpenter per the union labor agreement with the Chicago Regional Council of Carpenters to include the wage rates and the fringe benefits as shown in such Agreement for all work performed by such employees. The Company, however, is not party to any other labor agreement with the Chicago Regional Council of Carpenters.

5.11 The Union expressly allows the Company to assign any bargaining unit employee to any scope of work, including but not limited to Field Service Work, truss or panel installation work, assembly or reassembly work, carpentry work, deck installation work, etc. to be performed outside the Illinois counties of Cook, Lake, and DuPage within the jurisdiction of the Chicago Regional Council of Carpenters, and expressly permits the Employer to negotiate the rate of pay (with the minimum rate of pay to be the employee's current pay rate plus 25%), travel costs (with the minimum of \$50 per them to include lodging and meals) and any other form of compensation to the employee who is requested and voluntarily accepts an out of area work assignment.

5.12 The Employer agrees to increase the wages reflected in paragraph 5.1 above as follows:

- 1.) Effective April 2, 2017, increase all wages in paragraph 5.1 by 2.25%.
- 2.) Effective April 1, 2018, increase all wages in paragraph 5.1 by 2.5%.
- 3.) Effective March 31, 2019, increase all wages in paragraph 5.1 by 2.75%.
- 4.) Effective April 5, 2020, increase all wages in paragraph 5.1 by 2.75%.
- 5.) This Agreement contains no increases, actual or implied, in wages for the bargaining unit employees after the increases stated in paragraph 5.12 (subparagraph 3)

ARTICLE 6 MANAGEMENT RIGHTS CLAUSE

6.1 The Company shall retain the sole right to decisions in the management of the plant and the direction of the working forces shall include the right to initial and final planning including expansion or curtailment of operation, location of plant, direction of plant activity; the right to hire, promote, discharge or discipline for just cause; to transfer employees from one classification to another; to relieve employees from duty or to lay employees off by virtue of lack of work or other legitimate reasons; to maintain discipline and effectiveness of employees; to make and enforce rules to maintain efficiency to fulfill the needs of production and utilization of the working force to the best mutual advantage; to change production lines, methods or facilities as needed; to introduce new or improved methods or facilities to meet the needs of production and competition; to contract for or sublet work as production needs arise; to make decisions as to what product shall be produced and the methods of such production, including the inflow and control of raw materials to be manufactured or semi-manufactured to, either with finished parts from other sources which may be incorporated into the final product manufactured or any component thereof, and the effective control of such material, men and machines used in manufacture, which are all acknowledged the exclusive responsibility and function of the Company, it being provided that any rights which the Company had prior to the execution of this Agreement are considered retained by the Company except as specifically limited by an express term of this Agreement. Should a dispute arise concerning this management rights clause, the dispute shall be subject to the provisions of the Grievance Procedure of Article 22.

**ARTICLE 7
HOLIDAYS**

7.1 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	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Good Friday	Christmas Eve Day

7.2 To be entitled to receive pay for a recognized holiday not worked, an employee must report for and work the entire normally scheduled day on the workday immediately preceding the holiday and the entire scheduled workday immediately following such holiday. If the employee is on paid vacation leave that encompasses a paid holiday, the employee is required to work their regular entire schedule workday before and after approved time off.

7.3 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.

7.4 If an employee is laid off due to the lack of work within 15 workdays before a recognized holiday and has returned from layoff within 15 workdays after of such holiday, or has used approved unpaid time before or after the holiday, such employee shall be paid for such holiday.

7.5 All new employees shall undergo a probationary period of ninety (90) calendar days, excluding leaves of absence or absences, from the date of first employment. During this probationary period, the employee does not qualify to earn any holiday pay as defined in this Article.

**ARTICLE 8
VACATION**

8.1 All full-time regular employees who work a minimum of 1,500 straight time hours per calendar year will receive vacation pay on the following basis:

- 1.) On the first day of the 12th month following his employment date and each subsequent anniversary date thereafter ('earned date'), the employee will receive 40 hours of vacation pay. This available 40 hours can be paid to the employee in a payroll check or as paid time off over the next 12 months. Any vacation time not paid or used by the end of this subsequent 12-month period will be forfeited by the employee.
- 2.) On the first day of the 36th month following his employment date and each subsequent anniversary date thereafter ('earned date'), the employee will receive 80 hours of vacation pay. This available 80 hours can be paid to the employee in a payroll check or as paid time off over the next 12 months. - Any vacation time not paid or used by the end of this subsequent 12-month period will be forfeited by the employee.
- 3.) On the first day of the 120th month following his employment date and each subsequent anniversary date thereafter ('earned date'), the employee will receive 120 hours of vacation pay. This available 120 hours can be paid to the employee in a payroll check or as paid time off over the next 12 months. Any vacation time not paid or used by the end of this subsequent 12-month period will be forfeited by the employee.

8.2 Any employee leaving their employment (resigns, quits or does not show up for work without calling in for 3 consecutive days, unless justifiable and supporting documentation is provided) with the Employer for any reason prior to the 'earned date' of their vacation benefit will forfeit any rights to that vacation benefit. If the employee voluntarily leaves employment (resigns, quits or does not show up for work without calling their immediate supervisor for 3 consecutive days, unless justifiable and supporting documentation is provided) and is subsequently rehired, his anniversary date for the determination of this benefit will be the rehire date. Employees who work less than 1,500 straight time hours in a calendar year will not qualify to receive any vacation pay nor prorated vacation pay.

8.3 The vacation period shall be April 1 through August 30, but may be at other periods of the year if mutually agreed to by an employee and the Employer. All vacation shall be taken on normal working days, that is, days other than recognized holidays, and the employee will be permitted to waive a vacation for wages. Vacation period requests will be honored on a first-come-first-serve basis within job classification.

8.4 Vacation pay shall be paid on the regular schedule payday for any time taken as vacation. Such pay shall be based upon the wage rate in effect on the date a vacation had begun.

8.5 This benefit is to be effective after contract signing with use of retroactive (number of months previously work will be applied) hiring dates for employee vacation benefit calculation.

ARTICLE 9 HEALTH & WELFARE

9.1 For all bargaining unit employees as of 5/1/05 and all non-bargaining unit employees hired before 5/1/05 (if they qualify per Paragraph 9.1.4 below), the Company shall provide to employees' health care coverage as follow:

1. Employee only – HMO and/or PPO (Humana, United Health Care or substantially equivalent as determined by the Company) plan with office visit \$15 co-pay charge paid by the employee and Rx drug \$6/10/15 co-pay charge paid by the employee; these co-pays may change periodically due to options available from the health care provider.
2. \$15,000 employee life insurance and \$15,000 employee ADD insurance coverage is included in the coverage.
3. No vision, dental coverage or long-term disability coverage to be provided.
4. Bargaining, unit employees will qualify to receive health insurance on the first day of the seventh calendar month after their most recent date of hire. The most recent hiring date for all existing employees, employed on the date of signing of this Agreement, will be used to meet this requirement.
5. Employee will be given the option of the above health insurance coverage or a wage increase of \$1.15 an hour (at time of qualification of the health insurance benefit) over their base pay rate (to be documented by insurance waiver signed by the employee) as follows:

Starting 4/1/14 \$1.25 per hour

6. The employee will be allowed to change their election (to or from insurance coverage or \$1.15 per hour) once every 12 months and only on the first work day of the first work week of a month and with a minimum 30 day notification of change.

9.2 For all employees hired on or after 5/1/05 (who meet the qualifications of the health benefit per Paragraph 9.2.4 below), the Company shall provide to employees' health care coverage as follows:

1. Employee only – HMO and/or PPO (Humana, United Health Care or substantially equivalent as determined by the Company) plan with a portion of the monthly premium paid by the employee via payroll deductions, office visit co-pay charges, drug co-pay charges and plan deductibles will be paid by the employee. The health care plan will be the same plan as used for the office employees of the Company and can be changed from time to time by the Company based on changes in health care costs, coverage's, programs, carriers, etc. The Company reserves the right to change this plan at any time for any reason.
2. \$15,000 employee life insurance and \$15,000 employee ADD insurance coverage is included in the coverage.
3. No vision, dental coverage or long-term disability coverage to be provided.
4. Bargaining, unit employees will qualify to receive health insurance on the first day of the seventh calendar month after their most recent date of hire. The most recent hiring date for all existing employees, employed on the date of signing of this Agreement, will be used to meet this requirement.
5. Employee will be given the option of the above health insurance coverage or a wage increase of \$1.15 an hour (at time of qualification of the health insurance benefit) over their base pay rate (to be documented by insurance waiver signed by the employee) as follows:

Starting 4/1/14 \$1.25 per hour

6. The employee will be allowed to change their election (to or from insurance coverage or \$1.15 per hour) once every 12 months during the annual open enrollment period with a minimum 30 day notification of change.

9.3 The Company shall provide to employee's health care coverage for their spouse, child(ren) or family as follows:

1. Employee will be provided a voluntary option to obtain health insurance coverage for their spouse, child(ren) and/or family at the premium costs then in effect for such coverage as quoted by the HMO provider.
2. Plan will be the same HMO plan as described in paragraph 9.1 above with the same medical and prescription coverage.
3. The premiums for this coverage will be paid as follows:

<u>Months with Dependent Coverage</u>	<u>Paid By Employee</u>	<u>Paid By Employer</u>
Up To 12 Months	80%	20%
12 To 36 Months	70%	30%
36 To 60 Months	60%	40%
61 Months & Over	50%	50%

4. This employee family coverage will have the same waiting period to qualify as the employee coverage as identified in Paragraph 9.1.4 above.
5. No life insurance or ADD insurance will be available for the spouse or family coverage.
6. This employee family health insurance benefit will to be effective on the same day that the employee health insurance benefit is effective as identified in Paragraph 9.1.4 above.
7. At the option of the Company, the Company may create, if legally permitted, a 'Premium Only Plan' which may allow the employee to pay for their health insurance premiums for their dependents on a

"pretax" basis. If such a plan is created, all appropriate employee announcements and enrollments will be conducted by the Employer.

9.4 The employer at their option may change health care providers if the coverage is substantially equivalent to the Humana coverage as referenced herein.

ARTICLE 10 PENSION

10.1 Effective June 1, 2001, the Company will provide a 'Simple IRA' Plan for all bargaining unit employees as follows:

- * Employee may voluntarily contribute up to \$6500 (or as periodically changed by the IRS Code) of their gross wages earned each year into the Plan.
- * The Employer is required to provide 3% of the employee's annual gross wages as a Salary Match to be paid by the Employer into the account of the employee per the Plan Documents.
- * One year wait (\$500 of gross earnings in two consecutive years with enrollment into the plan only on January 1st and July 1st annually) to qualify into the plan.
- * Plan has been created and implemented as of June 1, 2001.
- * All employee and Employer funds are transferred to The Vanguard Group Investment Services who maintain, report, and control the investments as personally directed by the individual employee.

10.2 Effective 1/1/04, this 'Simple IRA' Plan will be modified to delete the 3% salary-matching feature and add a 2% Employer contribution feature applied to all bargaining unit employees. The employee will also be provided an option to contribute up to \$6,500 (or as periodically changed by the IRS Code) of their gross wages into the Plan. The Plan will require that the employee must work 12 consecutive months to qualify for entry into the plan at the next available entry date of January 1st and July 1st. Plan description remains unchanged except for the inclusion of the 2% Employer contribution for all employees, the deletion of the 3% matching clause and the modification of the qualification into the plan.

10.3 The Employer shall make payments into the employees "Simple IRA" account to The Vanguard Group Investment Services (or other reputable selected company) per the plan documents.

ARTICLE 11 BEREAVEMENT

11.1 In the event of the death of the spouse, child, step-child, brother, sister, parent, mother or father-in-law, or grandparent of employee, such employee, shall be granted an unpaid leave of absence of up to three (3) consecutive calendar days 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 it.

ARTICLE 12 TOOLS

12.1 The Company shall furnish all tools and materials necessary to perform the employee's duties.

**ARTICLE 13
SAFETY**

13.1 The Company shall maintain a Shop Safety Committee comprising of up to 3 shop employees and a representative(s) of the Company. Such Committee shall meet monthly (on the third Tuesday of each month) to consider safety matters affecting employees. All bargaining unit employees are required to comply with all Company Safety Policies and to wear all personal safety equipment provided by the Employer. Any employee who fails or is unwilling to comply with the Company's Safety Policies may be discharged for cause. Employee shall be required to wear work boots (no tennis shoes or soft sole shoes permitted), ankle length pants, acceptable shirts (no tank tops or open shirts), and their own winter clothing. The Company shall provide rain suits for employees working outside. The Company shall conduct safety meetings and/or toolbox talks at least once per month on topics related to the plant's operations.

**ARTICLE 14
SHOP STEWARD**

14.1 The Union will 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 unless the employee(s) are violating Company Policies, Company Safety Policies or Company Work Rules. The Union will make its best effort to designate Shop Steward or Assistant Shop Steward(s) who are bilingual in English and Spanish. The Company will not be required to provide translation services for the purpose of these Stewards to conduct their union duties.

14.2 The Shop Steward and the Assistant Shop Steward, if any, shall work at all times that employees are working on their respective shifts only if the Stewart's job classification is required for work on that shift. If the job classification in which the Shop Steward and the Assistant Shop Steward(s) is assigned is not required for work on any shift or on any given day of work, then there shall be no Union Steward representative at that time.

14.3 The Shop Steward shall be the last bargaining unit employee to be laid off within their job classification. Before the Shop Steward is laid off, the Union shall be first notified. Not working for 3 days or less is considered a lack of work and not a lay-off.

14.4 The duties of the Shop Steward and the Assistant Shop Steward(s), if any, shall be to report to the Union:

- (A) Violations of this Agreement,
- (B) Hire of new bargaining unit employees by the Company,
- (C) Employees who have completed their 90th day of employment with the Company;
- (D) Disputes and grievances of employees- all such disputes and grievances must also be reported to a Company Management Representative at the same time as reported to the Union;
- (E) Any hours, as defined in this Agreement, worked on a shift.

14.5 The Shop Steward and the Assistant(s), if any, shall not have authority to or violate the following:

- (A) Adjust, change or alter this Agreement.
- (B) Allow any of their duties as Shop Steward or Assistant Shop Steward(s) on behalf of the Union to interfere in any fashion with duties of any bargaining unit or non-bargaining unit employees, except to make card checks or investigate matters related to the duties of the Shop Steward and Assistant Shop Steward(s).
- (C) Influence hiring, termination or discipline of any employee.
- (D) Violate any Company Policies, Company Safety Policies or Company Work Rules.

14.6 Nothing in this Agreement provides for or grants paid or unpaid time off for or reimbursement of any costs associated to the Shop Steward or Assistant Shop Steward(s) to attend any Union related meetings, conventions, union training, etc. held outside the Company's facilities.

ARTICLE 15 UNION REPRESENTATION

15.1 A duly authorized representative of the Union shall be permitted to visit the plant during working hours to interview employees, but in so doing such representative shall not interfere with the progress of work. Any such representatives are required to first report to the office and register their presence on the property. The representative must abide with all Company Policies, Company Safety Policies and Company Work Rules. The representative will not unduly interfere, slowdown, hamper or delay production or manufacturing in any fashion.

ARTICLE 16 UNION LABEL

16.1 At the option of the Company, an application may 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 17.1 BONDING & AUDITS

- 17.1 No cash bond or Surety Bond will be required to be provided by the Company.
- 17.2 The Union shall have the right to demand production of books and records for the sole and limited purpose of processing then-existing grievances. The Company will not be obligated to produce its books and records beyond those relating directly to the pending grievance.

ARTICLE 18 MISCELLANEOUS

18.1 All new employees shall undergo a probationary period of ninety (90) calendar days from the date of first employment but excluding absences or leaves of absences. During such period, the employee will not receive any rights or benefits provided under this Agreement.

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 three working days after the occurrence of the event giving rise to such grievance.

Step 2: If the grievance has not been resolved 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 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 by the employee.

Step 3: If the written grievance has not been resolved 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 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 a resolution of the grievance does not result in the meeting, between the Union's representatives and the Vice President, the Union may within five 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 cases to the arbitrator.

19.2 Any employee filing a grievance in Step 1 above will not be able to recover any payment for any alleged violation which occurred more than 10 days prior to the date that Step 1 was reported to the Company.

19.3 An employee who has left their employment with the Company for any reason is not permitted to file any alleged grievance(s) against the Company and shall have no recourse under this Agreement. Any alleged Grievance relating to any employee's discharge must be filed directly by the Union to the Company; no former employee is permitted to file any alleged grievance(s) directly to the Company after their termination of employment.

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 and the grievance shall be voided.

19.6 In the event the Company violates the provisions of this Agreement relating to the rate of pay, the remittance of contributions under applicable employee benefits plans, or refused to correct or remedy or respond in writing to 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, until such violations are corrected, except for the right to strike, picket, or place any embargo against until the Company.

**ARTICLE 20
NO STRIKE NO LOCKOUT**

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

20.2 Neither the Union nor its bargaining unit members will cause or take part in any strike, picket, place an embargo against the Company, slowdown, curtailment of work, restriction of production or interference with work during the term of this Agreement.

**ARTICLE 21
NO DISCRIMINATION**

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

21.2 Any reference in this Agreement to gender shall include both male and female.

**ARTICLE 22
LEGISLATION**

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**

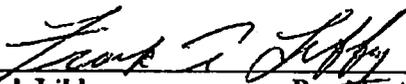
23.1 This Agreement shall become effective and be in full force and effective from April 1, 2017 to and including March 31, 2021 and be automatically renewed from year to year on its anniversary date thereafter unless either party desires to modify it in any way. In which event the party(s) desiring the modification shall notify the other party(s) in writing by registered or certified mail of the desire to discuss modifications at least ninety days prior to its expiration and if such notification is not made within 90 days of the renewal date, then the Agreement is automatically extended for one full year with all wages, hours, benefits, terms and conditions remaining unchanged. During the period in which this Agreement is in effect, this Agreement shall be modified only in writing- no verbal modifications will be accepted or honored, even if mutually agreed to by the Company and the Union.

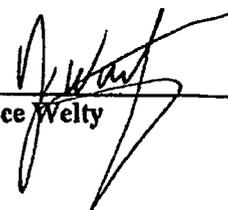
IN WITNESS WHEREOF, the parties hereto set their hands and seals

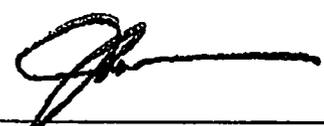
As of the 1st day of April, 2017:

For the Union:
CHICAGO REGIONAL
COUNCIL OF CARPENTERS

For the Company:
SUPERIOR TRUSS & PANEL, INC.

By: 
Frank Libby President
Executive Secretary Treasurer

By:  6/15/17
Bryce Welty President

By: 
Jeffrey Isaacson First Vice President