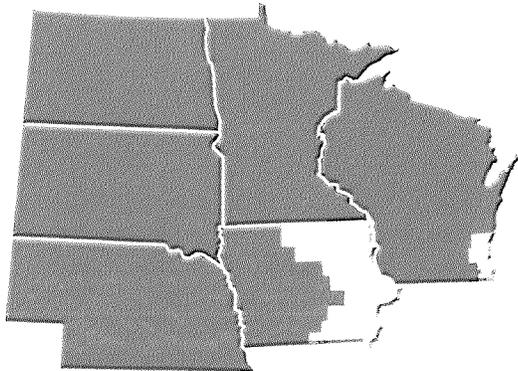


COMMERCIAL AGREEMENT
LOCAL UNION 106 DES MOINES, IOWA
OF THE
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS
AND
JOINERS OF AMERICA



5/1/2011 – 4/30/2014

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This May 1, 2011 dated Agreement will be in effect through April 30, 2014 by and between _____ hereinafter called Contractor, and the North Central States Regional Council of Carpenters, Local Union 106, Des Moines, Iowa, United Brotherhood of Carpenters and Joiners of America, as bargaining representative for and in behalf of the employees of the contractor engaged in construction industry.

The Contractor has reviewed evidence demonstrating the Union's majority status covering employees in the appropriate unit described by this Agreement. On that basis, the Contractor is satisfied that the Union represents a majority of said employees and hereby voluntarily recognizes the Union as the exclusive bargaining representative of those employees.

This Agreement shall apply to all commercial and industrial construction work performed by the signatory contractor.

ARTICLE I GENERAL PRINCIPLES

It is the purpose of this Agreement to outline the basic points necessary for the maintenance of cordial relations between the Contractor and the Union which have been in effect for many years. Both parties take pride in conducting their relations on a basis of mutual confidence so that the standards and prestige of the construction industry may be maintained at the highest possible level.

To this end it is agreed that:

1. There shall be no restrictions with respect to the use of tools or labor saving devices.
2. When tools or equipment are to be cared for, it shall be done during working hours.
3. Welding and cutting equipment and chain falls are tools of the trade having jurisdiction over the work being performed. Temporary operation of skid-loaders, forklifts, rough terrain lifts and lulls as part of the performance of Carpenters normal jurisdiction may be deemed tools of the trade. Employees using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.
4. Piecework of any kind or description is strictly prohibited.
5. Neither party shall set any arbitrary limits as to the amount of work to be accomplished per day.
6. An employee is a free agent and may work for whomever he/she wishes, and likewise, the right of selection or dismissal of an employee is the exclusive privilege of the Contractor.
7. The development of apprentices shall be encouraged.
8. During the term of this Agreement the Union agrees that there will be no strikes, picketing, or work stoppages. The employer agrees that there will be no lockouts during the term of the Agreement. Nothing in this clause shall exclude the Union from strikes or picketing in the event that an employer fails to abide by a decision arrived upon through the grievance procedure.

The Union, however, specifically reserves the right to strike an employer if he/she is declared delinquent in payment of Health and Welfare, Pension, or Apprenticeship contributions; or if an employer refuses to submit to an audit on behalf of any of the foregoing contributions on either a regular or special audit basis.

In the event of a strike over local contract negotiations between the Union or any other union signatory with this Employer, it shall not be a violation of this Agreement for the Union to refuse to furnish workers to the Employer during the duration of the strike.

ARTICLE II AREA OF JURISDICTION

The area of jurisdiction covers the following Iowa counties: Green, Orange and Yellow Zones as listed in Article III Subcontractors. Adair, Dallas, Clarke, Guthrie, Jasper, Lucas, Madison, Marion, Polk, Warren, Pocahontas, Humboldt, Calhoun, Webster, Hamilton, Hardin, Carroll, Green, Boone, Story, Marshall, Poweshiek, Union, Adams, Taylor, Ringgold, Decatur.

The application and signing of the Market Recovery Agreement (MRA) in the Yellow Zone seventeen counties at the expiration of the contract is cancelled providing that the signatory contractor provides a written sixty (60) day notification.

ARTICLE III SUBCONTRACTORS

Section 3.1 Subcontracting in Polk, Warren, and Dallas Counties (Green Zone). In the event the Contractor subcontracts any work covered by the scope of work of this Agreement, the subcontractor shall abide by the terms of this Agreement. On projects mutually agreed upon in writing by both parties signatory to this Agreement, this section may be voided for the purpose of helping the Contractor in a competitive situation. This section is not subject to the Dispute Settlement Section.

Section 3.2 Subcontracting in Jasper, Marion, Madison, Adair, Guthrie, Clarke, and Lucas Counties (Orange Zone).

- a) It is agreed that any work to be sublet and to be done at the site of the construction, alteration, painting or repair of a building, structure or other work and when a portion of said work to be sublets under the jurisdiction of this agreement, the work shall be sublet to a subcontractor signatory to an agreement with the North Central States Regional Council of Carpenters.
- b) When situations arise wherein the low bidder is not signatory to this agreement and before the letting of such work, the Contractor must notify the North Central States Regional Council of Carpenters in order that the North Central States Regional Council of Carpenters has an opportunity to meet with the contractor and subcontractor in an attempt to work toward a solution of having the work in question done by members of the bargaining unit.
- c) If the Contractor does not notify and meet with the Union paragraph (a) applies (b) does not.

- d) The terms, conditions and wage rates of the North Central States Regional Council of Carpenters stand alone Market Recovery Working Agreement may be used. Applies to projects bid and started after May 2, 2011.

Section 3.3 Subcontracting in Pocahontas, Humboldt, Calhoun, Webster, Hamilton, Hardin, Carroll, Greene, Boone, Story, Marshall, Poweshiek, Adams, Union, Taylor, Ringgold, and Decatur (Yellow Zone). The terms, conditions, and wage rates of the stand alone Market Recovery Working Agreement may be used for subcontracting as well as self-performing.

ARTICLE IV SCOPE OF WORK AND JURISDICTION

The parties understand that it is not practical to define the occupational scope in complete detail within this Agreement. Accordingly, even though specific tasks may not be listed or defined in this Agreement they will nevertheless be considered as and treated as part of the occupational scope if, the task is traditionally the work of the Carpenters and Joiners, or a specific assignment is made by the employer, or if the task has been or may hereafter be awarded to the Carpenters and Joiners by the National Joint Board for Settlement of Jurisdictional Disputes or its Appeals Board.

Employees in the bargaining unit will perform all tasks assigned by the employer. In making such assignments, the Contractor will consider local practice within their company and the Owners perspective on efficiencies and cost of performing tasks.

In the event of a jurisdictional dispute involving the Union, the party shall request the other union or unions involved send representatives to the jobsite to meet with representatives of the Union and the Employer to settle the dispute. If this process does not result in a settlement, the Union shall request that its international union assign a representative, who shall make arrangements to meet representatives of the other international union or unions involved and representatives of the Contractor on the jobsite to seek settlement of the dispute. The Contractor also shall request the international unions involved assign representatives to seek settlement of the dispute. The Contractor and the Unions will abide by any decision arrived at as set forth above.

The Unions and the Employer agree that there shall be no strikes, lockouts or interruptions of the disputed work over jurisdictional disputes. The contractor shall not be required to change the assignment of any work until a jurisdictional agreement has been reached. Further, the contractor shall not be required to pay retroactively to any craft for work not performed.

JURISDICTIONAL RELAXATION

- A. On projects of \$3,000,000 and under (excluding mechanical and electrical work), there will be a relaxation of strict enforcement of craft jurisdictional lines whereby the Contractor may assign work to the craft employed who can most efficiently perform the task or work.
- B. If there is less than eight hours work involved in any particular task, the Employer may utilize any craft he/she has in his/her employment on that project to perform such task, providing the craft that traditionally claims the task is not working on the project for the contractor that day.

- C. For any job regardless of size or location whereby circumstances indicate a need for relaxation of strict enforcement of traditional craft jurisdiction, the Contractor will contact the basic trades unions to meet and discuss such needs.
- D. If any contractor or union believes that any above provisions are being abused, the complaining party shall first notify the alleged offender. If the situation is not resolved within 24 hours, the complaining party shall invoke Section 3 of the grievance procedure of Article V of this Agreement.

ARTICLE V DISPUTE SETTLEMENT

Section 5.1 It is agreed that the sole and final remedy for resolution of disputes involving the terms of the Agreement (**other than jurisdictional disputes which shall be covered under procedures outlined in Article IV of this Agreement**) shall be settled in accordance with the procedures herein set forth.

Any grievance must be filed with the Union and Company within ten (10) working days of the occurrence of said grievance; otherwise such person shall have no recourse to the grievance and arbitration provisions and shall waive all rights emanating there from.

Section 5.2 There shall be a jobsite, or other mutually agreed location, meeting with the union involved and the Contractor to resolve the dispute within two (2) working days after notification that a grievance exists.

Section 5.3 If the representative of the Employer and the representative of the Union fail to reach an agreement within 24 hours, the grievance shall be submitted in writing to an Arbitration Committee consisting of three representatives appointed by the Union and three representatives appointed by the Contractor, none of whom are a direct party to the dispute. This committee shall meet within 48 hours and render a decision in writing within 24 hours. A majority shall be binding on all parties.

Section 5.4 If the grievance cannot be settled by the Committee within 24 hours, the matter will be referred to an arbitrator selected through the Federal Mediation Conciliation Service for a final ruling with costs assessed and paid equally by the parties. The decision of the arbitrator shall be final and binding and both parties agree to abide by the arbitrator's decision.

Section 5.5 The Union, however, specifically reserves the right to strike an individual employer if he/she is declared delinquent in payment of Health and Welfare, Pension, Apprenticeship, or IAF contributions; or if an employer refuses to submit to an audit on behalf of any of the foregoing contributions on either a regular or special audit basis.

Section 5.6 The notice of intent shall include a definition of the grievance and statement of what action the party intends to take. The grievance can be anticipatory.

Section 5.7 Failure on the part of one party to observe this clause shall relieve the other party of the obligation to observe it in connection with the particular dispute, but this relief shall not be exclusive of other remedies.

This section shall apply only if Sections 5.1 through 5.7 has been exhausted.

**ARTICLE VI
MAINTENANCE OF AGREEMENT**

If any provision of this contract, or the application of such provision to any person or circumstance shall be held invalid by a Court of Competent Jurisdiction, the remainder of this contract, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

It is mutually agreed that the officers and representatives of both organizations, party to this contract, shall familiarize themselves with the applicable Federal Statutes and the Statutes of the State of Iowa, which apply to contractor and employee relationships and actions and that neither party shall direct or cause any action which would be in violation of the existing laws governing labor relations.

The provisions of this Agreement shall be binding upon and shall endure to the benefit of the heirs, successors and assigns of the respective parties hereto.

The union agrees if it enters into any agreement with any contractor concerning the work of the type covered by this agreement, in the area covered by this agreement, upon more favorable terms to such contractor than are embodied in this Agreement, those more favorable terms shall immediately be considered by the parties to be the terms of this Agreement. Provided, however, that this clause shall not restrict the ability of the Union to agree to the utilization of the Special Projects Article XVIII with any Employer or Employers. The modifications made through the use of the Special Projects Article XVIII shall apply only to that specific project.

**ARTICLE VII
UNION REPRESENTATION**

The Contractor agrees to recognize, and does hereby recognize, the Union as the exclusive bargaining representative for all Carpenter employees of the Contractor.

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees and realizes that, in order to provide maximum opportunities for continuing employment and good working conditions, the Contractor must be in a strong market position, which means he/she must produce at the lowest possible costs consistent with fair labor standards. The Union, therefore, agrees that it will cooperate with the Contractor and support efforts to assure a full day's work on the part of its members and that it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Contractor in efforts to eliminate waste of time and materials in production, improve the quality of workmanship, prevent accidents and strengthen good will between the Contractor and employees.

The Business Agent of the Union may visit all jobs at any time work is being performed, so long as he/she does not hinder or interfere with the progress of the work. The Business Agent shall make his/her presence known to the Superintendent or his/her representative on the jobsite and shall comply with the Contractor's Safety Rules. At any plant with security regulations, the Contractor working in the same shall, when requested, attempt to assist the Business Representative in gaining access to the plant.

Section 7.1 Stewards. The Union may designate one of the Contractor's employees as Steward. Work shall not be delayed because of the lack or absence of a Steward. The superintendent shall be notified of a Steward's appointment and his name. There shall be no non-working stewards.

Prior to terminating the Steward, the Contractor shall inform the Union of his/her intention of doing so, and of the reason therefore, except when the work is complete. In the event a Steward is terminated for incompetence or insubordination, the Union shall be informed immediately.

ARTICLE VIII BOND

- (a) Employers signatory to a collective bargaining agreement requiring contributions to the Central Iowa Carpenters Pension Trust Fund ("Pension Fund") shall obtain and maintain a surety bond to ensure the prompt payment of all Pension Fund employee fringe benefit contributions in the following amount:
 - (i) \$10,000 for one (1) to five (5) employees;
 - (ii) \$20,000 for six (6) to ten (10) employees;
 - (iii) \$30,000 for eleven (11) to fifteen (15) employees;
 - (iv) \$2,000 per employee for 16 or more employees in the maximum amount of \$50,000
- (b) In the event an Employer increases the number of employees which would require an increase in the amount of the bond in accordance with paragraphs (a)(i), (a)(ii), (a)(iii), or (a)(iv), during any twelve month period following the date of the original bond, the Board of Trustees shall review the Employer's contribution history to determine if the Employer's bond amount will be increased.
- (c) In the event that the Employer cannot or does not secure and maintain a bond in the amount required in paragraph (a), the Employer must pay employee benefit plan contributions on a weekly basis at the same time as the Employer's regular payroll disbursements.
- (d) In addition to the weekly employee benefit plan contributions required in paragraph (b) above, the unbonded Employer must also pay into an escrow account to be held by the Trustees of the Pension Fund or their designees an amount equal to 20% of the Employer's weekly employee benefit plan contribution payment. The unbonded Employer shall continue to make weekly payments to the escrow account until the balance of the escrow account reaches the amount required for the bond as set forth in paragraph (a) above. An Employer may cash out its escrow account if the Employer has provided proof to the Trustees or their designee that the Employer has obtained a surety bond in the amount required under paragraph (a) above.
- (e) When the Trustees have determined that an Employer is delinquent in its employee benefit plan contributions, the Trustees may take action to collect the bond, or in the case of an unbonded Employer, collect the unpaid contributions from the escrow account and the Employer shall make all ongoing and future employee benefit plan contributions on a weekly basis and maintain an escrow account as described in paragraphs (b) and (c) above.

- (f) Any Employer who has 12 consecutive months with no Pension Fund employee benefit plan contribution delinquencies shall be exempt from the above noted bond/escrow requirement.
- (g) The bonding requirements and escrow procedures described herein are binding upon the following Employers:
- any Employer that was delinquent in the two (2) year period preceding January 1, 2011
 - any Employer that becomes delinquent subsequent to January 1, 2011
 - any Employer which becomes signatory to a collective bargaining agreement on or after January 1, 2011
- (h) An Employer may appeal determinations and non-compliance with procedures under this policy only to the Board of Trustees or a Committee designated by the Board of Trustees.

ARTICLE IX HIRING

It is the policy of the Union and Contractor to take affirmative action in affording equal employment opportunity to all qualified persons without regard to race, color, religion, sex, national origin, handicap, veteran of Vietnam era or disabled veteran and to comply to the fullest extent with the applicable regulations of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

ARTICLE X FOREMAN

The first Foreman on the job shall be from the local area.

The selection and employment of Foremen and General Foremen shall be entirely the responsibility of the Contractor, provided, however, that such Foremen shall be Carpenter employees covered by this Agreement. Foremen and General Foremen shall be representatives of the Contractor and shall take orders from individuals designated by the Contractor.

Any Carpenter employee that directs the work for four (4) or more fellow employees, regardless of craft, shall be a Carpenter Foreman and draw foreman's pay which shall be at least three and one half percent (3 ½%) above Journeyman scale, plus fringes. Such Foreman shall be limited to a crew not to exceed ten (10) Carpenters, plus required laborers. The Contractor may have workers at various locations without a Foreman, so long as the job shall have four or less workers at any particular location subject to the rules on General Foreman listed below.

Any Carpenter employee that directs the work of other workers at various locations, and/or performs as intermediary between Job Superintendent and other Foremen, shall be a General Foreman and shall be paid not less than five percent (5%) above Journeyman scale, plus fringe benefits as set required by Article XIV of this agreement. An equivalent or better program is also acceptable.

ARTICLE XI WORKING CONDITIONS

Section 11.1 Company Rights. The management of the company's operations and the direction of the working forces shall be retained by the company to be exercised in its sole discretion except for any right(s) specifically or explicitly restricted in this Agreement. Except as specifically and explicitly provided herein, the company retains all of its rights it had prior to the signing of this Agreement, whether or not any such rights might be construed to involve mandatory or non-mandatory subjects of bargaining, to be exercised in its absolute and sole discretion regardless of whether such rights were exercised heretofore or not.

Section 11.2 Referral.

- (a) The Employer shall notify the Union of opportunities for employment;
- (b) The Employer shall give the Union the opportunity to refer qualified applicants for employment; and
- (c) The Union agrees to furnish journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays, after notice by the Employer.
- (d) If the Union fails to furnish journeypersons and apprentices as required, the Employer may draw from whatever sources are available to meet the requirements at the time.
- (e) Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.
- (f) A Contractor from outside of the jurisdictional area of this Agreement will be allowed to bring in one (1) foreman and one (1) key bargaining unit employee, provided, however, the Contractor has signed this Agreement with the North Central States Regional Council of Carpenters, and further provided, that the Contractor hires at a fifty to fifty (50 – 50) ratio bargaining unit employees who are residents of the North Central States Regional Council of Carpenters geographical area.
- (g) The Union agrees to furnish applicants who, if they are extended an offer of employment, will provide acceptable documentation to allow Employer to complete an Employment Eligibility Verification (I-9) before they may begin work.

Section 11.3 Hours of Work. Eight hours constitutes a day's work, Monday through Friday beginning between 6:00 am and 8:00 am. There shall be one-half (1/2) hour for lunch starting between 11:00 am and 1:00 pm. The work week shall be forty (40) hours. Saturday may be used as a make-up day at straight time if time has been lost during the week to due inclement weather or circumstances beyond the contractors' control. Employers may not discipline or otherwise discriminate against employees for refusing to work make-up days. Work in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at one and one half (1 ½) times the hourly rate. The Contractor has the right to modify above working hours on any project due to job conditions or owner requirements by notifying Union of his/her intention to do so and upon mutual agreement of same prior to bidding the job.

Monday through Friday shall constitute a normal work week.

Section 11.4 Four Ten Hour Days. At the contractor's option, the work week may consist of a four (4) day forty (40) hour week Monday through Thursday consisting of four (4) ten (10) hour days. When working such a schedule, all hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at one and one half (1 ½) times the hourly rate. Friday may be used as a make-up day at straight time if time has been lost during the week due to inclement weather or circumstances beyond the control of the Contractor. The Contractor shall not require workers to work over two (2) hours overtime without provisions for a break.

Section 11.5 Coffee Break. Employers will not object to an employee taking a coffee break in the morning if such break does not cause loss of work time in excess of ten (10) minutes. The coffee shall be taken from the employee's own container, and shall be restricted to close proximity to the employee's place of work on the jobsite. The Employer shall regulate the number of employees who shall take this break at any one time and when the time shall be.

Section 11.6 Doubletime. All work performed on Sundays and Holidays, or days celebrated as such, shall be performed at double the hourly rate.

The Contractor shall not require workers to work over two (2) hours overtime without provisions for a break.

Section 11.7 Holidays. Holidays recognized under this Agreement shall be New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such. If one of these holidays falls on Sunday, it will be celebrated on Monday; if a holiday falls on Saturday, it will be celebrated on Saturday. No work shall be performed on Labor Day except by specific agreement with the Union.

At the Employer's discretion, work may be suspended on the Friday following Thanksgiving day. If the Contractor directs employees to report to work on the Friday following Thanksgiving day, such work shall be performed at the regular rate of pay. Failure by an employee to accept a work assignment on the Friday following Thanksgiving shall not be cause for reprimand or discharge.

Section 11.8 Reporting Time. If an employee has been regularly employed or reports for work and on reporting is not put to work for reasons other than adverse weather conditions, or for reasons beyond the reasonable control of the Contractor, he/she shall be paid two (2) hours' pay.

Section 11.9 Shift Work. When two (2) shifts are employed, the first shift shall work eight (8) hours for eight (8) hours pay at regular time within an eight and one-half (8 ½) hour period. The second shift shall work eight (8) hours for eight (8) hours pay at regular time within an eight and one-half (8 ½) hour period. When three (3) shifts are employed the third shift shall work six and one-half (6 ½) hours for eight (8) hours pay at regular time within a seven (7) hour period.

The first shift shall start at the beginning of the Contractor's normal work day.

For the first and second shift, a 30 minute lunch break will be started during the fifth hour. In the event that the employee is required to work through the lunch period and is not allowed to shut down for lunch, he/she will be allowed one-half (1/2) hour pay at the overtime rate.

For the third shift, a 30 minute lunch break will be started during the fourth hour. In the event that the employee is required to work through the lunch period and is not allowed to shut down for lunch, he/she will be allowed one-half (1/2) hour pay at the overtime rate.

It is agreed that no two (2) or more shifts proposition will be considered or effective unless the shifts shall run for three (3) or more consecutive days.

Section 11.10 Traditional Wood Frame Construction and Residential Projects in Polk, Dallas, and Warren Counties. The rate for all residential and stick-built wood framed construction in the above counties shall be performed at 75% of this commercial contract's base rate plus full fringe benefits.

Section 11.11 Remodel Work. When it is necessary to remodel offices, business establishments, or schools, without interfering with business, employees shall be paid five (5%) percent above the basic scale for eight (8) hours per night. This time is to be worked after office hours. This five (5%) percent night premium shall not apply when the work is being done on any hours on Saturday, Sunday, or Holidays. The last night worked on night premium shall be paid at time and one-half (1 ½) past 1:30 am.

Due to recessionary construction industry conditions, the parties agree that Article XI, Section 11.11 Remodel Work shall be suspended commencing on the effective date of this agreement on projects bid and started after May 2, 2011 and replaced with the following:

It is recognized that there is a need for market recovery and until the prior year's hours reported to the Local Union 106 Pension Plan reaches at least 1.8 million hours and until there is such a recovery, the premium is waived and all interior remodel work which may be performed under the North Central States Regional Council of Carpenters Market Recovery/Wood Frame Agreement or Section 11.10 of this Agreement. The Market Recovery/Wood Frame rates and terms apply only if the Contractor signs that contract. Furthermore, Article XI Section 11.11 shall be automatically restored in its entirety in the next negotiated contract when the Local Union 106 Pension Fund combined hours meet or exceed 1.8 million hours per year during any year of the term of this contract.

Section 11.12 Payment of Wages. Contractors shall pay once each week on a calendar week basis and shall be allowed three (3) working days from the end of the payroll period to the date on which payroll checks are, at the Contractor's option, either distributed on the job or placed in the U.S. Mail postmarked within the time limit specified herein. Provided that the employee has executed an authorization, the Employer may direct deposit payroll checks to an account designated by the employee. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period.

All employees discharged shall receive pay in full at time of discharge or the next regular pay period. Employees laid off for an indefinite period are to be paid at the contractor's option by delivering a check at the jobsite or pay in the normal manner on the normal day. In the event the check is not handed to said laid-off employee, or the postmark is later than the end of the employees next pay period, the laid-off employee shall receive an additional two (2) hours pay for each twenty-four (24) hours of delay.

Section 11.13 Jobsite Facilities. The Contractor shall furnish suitable drinking water in sanitary containers at all times. Sanitary drinking cups shall be provided. Except for small jobs as determined by the Contractor and the Business Agent, ice water shall be furnished on the job by 9:30 am when the temperature reaches 80 degrees between April 15th and October 15th. Except for small jobs as determined by the Contractor and the Business Agent, each project shall have a shed or room with adequate heat and light for employees to keep their tools, change their clothes, and eat their lunches. On extremely dirty jobs, cleanup time shall be allowed.

When a Carpenter is employed and has his/her tools on the job, they shall be insured against loss by fire by the Contractor.

Section 11.14 Safety Program. Safety Standards and rules and regulations as contained in Federal, State and Local safety laws, shall be observed by the Employees and the Contractor on all projects covered by this Agreement.

The Contractor shall have the right to establish safety policies and programs, provided such policies and programs are not in conflict with other terms of this Agreement.

Employees shall comply with posted safety policies established by the Contractor. Failure to comply with such posted policies on the project or failure to participate and cooperate on the job in any Contractor's safety program, shall be cause for discharge.

Hard hats shall be worn at all times. If the Contractor furnishes hard hats and other personal safety equipment, the employee shall return the same in as good condition as received, subject to reasonable wear and tear. In the event such safety equipment is not so returned, the cost thereof shall be paid by the employee and may be deducted from his/her last paycheck.

Section 11.15 Insurance and Injuries. Employers' signatory to this Agreement shall carry both Worker's Compensation and Unemployment Compensation insurance on their Carpenter employees, irrespective of the number employed. Contractor shall file annually a certificate of Worker's Compensation insurance at the office of the Union.

In the event an employee is injured sufficiently to require medical attention by a doctor, while performing duties in connection with employment, he/she must obtain medical attention from a licensed doctor. In all cases the Contractor agrees to pay at the regular hourly rate for any time lost due to such injury, provided, however, that the employees shall not receive more than eight (8) hours' pay for the day and such payment shall only be made on the day of the injury.

When any worker, covered by this Agreement, is injured while in the employ of a Contractor, on the Contractor's premises, or during working hours while on business for the Contractor, the Contractor will see that the worker is sent for medical attention as quickly as possible, and will notify the hospital, clinic, or physician that the employee is en-route.

Section 11.16 Drug Testing. The Employer shall be free to establish a drug and alcohol testing program for all Employees covered by this Agreement. The program shall conform to state and federal regulations.

All apprentices entering into the local union apprenticeship and training program will be tested for drugs and alcohol by the local JATC.

Section 11.17 National Health. In the event National or State Health Insurance becomes law, this Agreement shall be open for the sole and exclusive purpose of apportioning the amount the then-current hourly contribution required by this Article between National or State Health Insurance, North Central States Regional Council of Carpenters Health Fund, and wages. The reapportionment shall be made in accordance with agreement reached between the Trustees of said Fund and the negotiating committees of the Des Moines Construction Council and North Central States Regional Council of Carpenters.

ARTICLE XII
LOCAL UNION 106 – DES MOINES, IOWA
CARPENTER WAGE RATES
INSIDE COUNTIES – Adair, Clark, Dallas, Guthrie, Jasper, Lucas, Madison, Marion, Polk, and Warren

Section 12.1 Wages May 1, 2011 – April 30, 2012

| Classification | % | Normal Hourly Rate | Vac | Dues | *Health Fund | DB | | *DC | | Educ. & App. | CAF Fund | UBC Fund | Normal Hourly Total |
|---------------------------|------|--------------------|---------|------|--------------|--------------|--------------|--------------|--------------|--------------|----------|----------|---------------------|
| | | | | | | Pension Fund | Pension Fund | Pension Fund | Pension Fund | | | | |
| Journeyman | 100% | \$24.93 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$36.30 |
| Apprentice 42 – 48 mo | 95% | \$23.68 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$35.05 |
| Apprentice 36 – 42 mo | 90% | \$22.44 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$33.81 |
| Apprentice 30 – 36 mo | 85% | \$21.19 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$32.56 |
| Apprentice 24 – 30 mo | 80% | \$19.94 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$31.31 |
| Apprentice 18 – 24 mo | 75% | \$18.70 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$30.07 |
| Apprentice 12 – 18 mo | 70% | \$17.45 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$28.82 |
| Apprentice 6 – 12 mo | 65% | \$16.20 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$27.57 |
| Apprentice 0 – 6 mo | 60% | \$14.96 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.40 | \$0.10 | \$0.10 | \$26.33 |
| Pre-Apprentice 12 – 24 mo | 55% | \$13.71 | -\$0.00 | -3% | \$5.63 | \$0.00 | \$0.07 | \$0.15 | \$0.00 | \$0.15 | \$0.00 | \$0.00 | \$19.56 |
| Pre-Apprentice 0 – 12 mo | 50% | \$12.47 | -\$0.00 | -3% | \$0.00 | \$0.00 | \$0.00 | \$0.15 | \$0.00 | \$0.15 | \$0.00 | \$0.00 | \$12.62 |

*May 1, 2011 to May 31, 2011 the Health Fund is at a rate of \$5.70 and effective June 1, 2011 the rate is \$5.63. Effective June 1, 2011, the additional \$0.07 taken from the Health Fund has been applied to the Defined Contribution Pension Fund. Please adjust payroll accordingly.

Note: Working Dues Deduction is deducted from hourly wage rate; it is not an additional Employer contribution and is subject to F.I.C.A. and Income Tax Withholding.

Working Dues Deduction percentage is based on gross wages unless changed by the Regional Council Activity. Working Dues are capped at the highest negotiated hourly rate.

Vacation is deducted from the hourly wage rate; it is not an additional Employer contribution and is subject to F.I.C.A. and Income Tax Withholding.

Section 12.2 Wages May 1, 2012 – April 30, 2013

| Classification | % | Normal Hourly Rate | Vac | Dues | Health Fund | DB | | Educ. & App. | CAF Fund | UBC Fund | Normal Hourly Total |
|---------------------------|------|--------------------|---------|------|-------------|--------------|--------------|--------------|----------|----------|---------------------|
| | | | | | | Pension Fund | Pension Fund | | | | |
| Journeyman | 100% | \$25.68 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$37.05 |
| Apprentice 42 – 48 mo | 95% | \$24.40 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$35.77 |
| Apprentice 36 – 42 mo | 90% | \$23.11 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$34.48 |
| Apprentice 30 – 36 mo | 85% | \$21.83 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$33.20 |
| Apprentice 24 – 30 mo | 80% | \$20.54 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$31.91 |
| Apprentice 18 – 24 mo | 75% | \$19.26 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$30.63 |
| Apprentice 12 – 18 mo | 70% | \$17.98 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$29.35 |
| Apprentice 6 – 12 mo | 65% | \$16.69 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$28.06 |
| Apprentice 0 – 6 mo | 60% | \$15.41 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$26.78 |
| Pre-Apprentice 12 – 24 mo | 55% | \$14.12 | -\$0.00 | -3% | \$5.63 | \$0.00 | \$0.07 | \$0.15 | \$0.00 | \$0.00 | \$19.97 |
| Pre-Apprentice 0 – 12 mo | 50% | \$12.84 | -\$0.00 | -3% | \$0.00 | \$0.00 | \$0.00 | \$0.15 | \$0.00 | \$0.00 | \$12.99 |

Effective May 1, 2012, \$0.75 has been added to the base wage. This amount may be distributed to any of the above funds, based on need. The needed reallocation will then be a deduction of the normal hourly rate.

**Section 12.3 Wages May 1, 2013 – April 30, 2014
Effective May 1, 2013**

| Classification | % | Normal Hourly Rate | Vac | Dues | Health Fund | DB | | Educ. & App. | CAF Fund | UBC Fund | Normal Hourly Total |
|---------------------------|------|--------------------|---------|------|-------------|--------------|--------------|--------------|----------|----------|---------------------|
| | | | | | | Pension Fund | Pension Fund | | | | |
| Journeyman | 100% | \$26.53 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$37.90 |
| Apprentice 42 – 48 mo | 95% | \$25.20 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$36.57 |
| Apprentice 36 – 42 mo | 90% | \$23.88 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$35.25 |
| Apprentice 30 – 36 mo | 85% | \$22.55 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$33.92 |
| Apprentice 24 – 30 mo | 80% | \$21.22 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$32.59 |
| Apprentice 18 – 24 mo | 75% | \$19.90 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$31.27 |
| Apprentice 12 – 18 mo | 70% | \$18.57 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$29.94 |
| Apprentice 6 – 12 mo | 65% | \$17.24 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$28.61 |
| Apprentice 0 – 6 mo | 60% | \$15.92 | -\$0.00 | -3% | \$5.63 | \$3.35 | \$1.79 | \$0.40 | \$0.10 | \$0.10 | \$27.29 |
| Pre-Apprentice 12 – 24 mo | 55% | \$14.59 | -\$0.00 | -3% | \$5.63 | \$0.00 | \$0.07 | \$0.15 | \$0.00 | \$0.00 | \$20.44 |
| Pre-Apprentice 0 – 12 mo | 50% | \$13.27 | -\$0.00 | -3% | \$0.00 | \$0.00 | \$0.00 | \$0.15 | \$0.00 | \$0.00 | \$13.42 |

Effective May 1, 2013, \$0.85 has been added to the base wage. This amount may be distributed to any of the above funds, based on need. The needed reallocation will then be a deduction of the normal hourly rate.

Section 12.4 Pre-Apprenticeship and Apprenticeship.

- (a) The established pre-apprenticeship percentage is calculated on the normal hourly base rate with the fringe benefit contributions and deductions as outlined on the wage chart.
- (b) The ratio of pre-apprentices is one (1) pre-apprentice each indentured apprentice employed by the contractor.
- (c) A pre-apprentice will not displace a journeyman or indentured apprentice.
- (d) Pre-apprentices will not work unsupervised. If pre-apprentices affect prevailing wage certification, Section 12.4 does not apply to this contract.
- (e) A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his/her experience or qualifications.

| | | <u>SCHEDULE</u> | <u>%</u> | <u>MONTHS</u> |
|---------------|------------------------------------------------------------------------|-----------------|----------|-------------------|
| JOURNEYPERSON | | | 100% | 72 – 6 years |
| | | | 90% | 60 – 66 |
| | | | 85% | 54 – 60 |
| OPTION - | Non-indentured pre-apprentice may be frozen at pre-apprentice 85% rate | | 80% | 48 – 54 – 4 years |
| | | | 75% | 42 – 48 |
| | | | 70% | 36 – 42 |
| OPTION - | Indenture 4-year Apprenticeship Program | | 65% | 30 – 36 |
| | | | 60% | 24 – 30 |
| STARTING - | Pre-Apprentice | | 55% | 12 – 24 – 2 years |
| | Pre-Apprentice | | 50% | 0 – 12 |

Apprentices start at the 60% rate of the above wage chart and pre-apprentices at the 50% rate.

Apprentice progression schedule is based on 40 classroom hours per quarter for 4 years totaling 640 hours. Concurrent to this classroom training apprentices must complete 700 On-the-Job (O.J.T.) training hours per 6 month period for 4 years totaling 5600 O.J.T. hours.

PRE-APPRENTICESHIP OPTIONS

- (1) Any time before or at the end of two (2) years, the pre-apprentice may enter the four (4) year apprenticeship program.
- (2) If the pre-apprentice does not enter the apprenticeship program, he/she may advance according to the wage chart and can be frozen when the eighty-five percent (85%) wage rate is reached.

- (3) The above established pre-apprenticeship and apprenticeship percentages are calculated on the journey person normal hourly rate with the same fringe benefit contributions and deductions for a journey person.

ARTICLE XIII DAVIS-BACON

The Union agrees that the Davis-Bacon rate established in Polk County for a particular project will prevail. This rate shall be the wages and benefits contained in this collective bargaining agreement.

The Employer agrees that upon completion of any project they will submit wage information through an agreed process and procedure.

If the Contractor has a desire to bid a Davis-Bacon project outside Polk County, he/she will contact the Local Union. The Contractor shall pay the established Davis-Bacon county base rate or more plus the benefits contained in the appropriate North Central States Regional Council of Carpenters collective bargaining agreement.

ARTICLE XIV FRINGE BENEFITS

Section 14.1 Trust Agreements and Compliance with Law. All payments required to be made to respective funds as set forth in this Agreement shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular fund and all forms required to be completed shall be so completed. As regards, the enforcement of collections and the payment of the required amounts into the funds the parties shall be bound by the determinations of the Trustees of establishing the various funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal laws pertaining to the subject matter relative to each fund.

All payments shall be made for all such hours worked by covered employees commencing with the first day of employment. All payments shall be made no later than the fifteenth (15th) day of the month following the month for which payment is made.

Section 14.2 Trust Agreement. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore and hereafter adopted by the respective boards of Trustees in accordance with the Trust Agreements. The parties to this Agreement and all Employers covered thereby, hereby accept as Trustees, the Trustees appointed under and in accordance with each such Trust Agreement.

The Employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees, provided that action is within the scope of the Trustees' authority and not in conflict with this Agreement.

The Employer agrees to contribute every month, not later than the 15th of the following month, hereinafter called the "due date", such sums for Pension, Health and Welfare, Vacation, Dental, Apprenticeship and Promotion Funds as they may be established, an amount for each hour worked by all employees covered by this Agreement. Each payment shall be accompanied by a report in a form as specified by the Trustees, and Trustees shall represent the interests of the Plan participants.

Section 14.3 Delinquent Payments. In the event an Employer becomes delinquent in the payment of the sums required to be paid to the Funds as provided in this Article, such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, such a delinquent Employer shall become liable for the payment of liquidated damages up to 20% and interest at rates established by the Trustees. In the event legal or administrative action becomes necessary to recover sums due the Funds, the delinquent Employer shall be required to pay liquidated damages, interest, audit costs, and actual attorney fees and court costs incurred in the collection process.

The Union shall also have the right to take economic action, including but not limited to the right to refuse to supply men; to enforce the rights enumerated in this Article on behalf of the Union and the Trustees.

Section 14.4 Audit Procedures. The Trustees of the Funds may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement, including liquidated damages, interests and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate relief and shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided in this Agreement.

Section 14.5 Current Fringe Fund Depositories. Employers covered by this Agreement shall pay the contributions required to be made to the Funds listed in accordance with this Agreement to the following funds via their respective depositories. Employers shall make arrangements for home funding when employees are working away from home. Such contributions shall be sent together with the required remittance reports to the following fund offices:

Designated Depository

Central Iowa Carpenter Fringe Benefits
Administrator: Wilson McShane,
3001 Metro Drive, Suite 500, Bloomington, MN 55420
952-854-0795

Current Fringe Benefit Funds/ dues as of May 1, 2011

Central Iowa Carpenters Pension Plan Trust Fund
Twin Cities Carpenters and Joiners Welfare Fund
North Central States Regional Council of Carpenters Training Fund
Carpenters International Training Fund
Working Dues

During the term of this Agreement the Union and Employer agree that the Union may, by allocation from the total package, direct an amount per hour to be directed to the:

North Central States Regional Council of Carpenters Vacation Fund
North Central States Regional Council of Carpenters Defined Contribution Plan

Section 14.6 Plan Mergers and Terminations. The parties recognize the need for a cohesive and uniform fringe benefits plan to the extent feasible and that contribution amounts to said Trust Funds may need to be adjusted during the term of this Agreement in order to facilitate a transition to a cohesive plan of benefits. Accordingly, upon notifying the Employer and consistent with the applicable procedures in the governing Trust Agreements, the Union may make changes in the contribution rates and, in conjunction with the appropriate Trust Fund Trustees, may pursue merger, termination or freezing of said Trust Funds.

The parties to this Agreement recognize that the North Central States Regional Council of Carpenters Pension Plan may, at some future date, take action to accept the Employer contributions for defined benefit pension currently being contributed to the plans designated herein for worked performed under this agreement and predecessor agreements.

Notwithstanding any language within this Agreement or predecessor agreements which specifically relate to contributions made to the plans named herein; the Union may direct, in its sole discretion, that the Employer contributions for defined benefit pension shall be made to North Central States Regional Council of Carpenters Pension Plan. In such event, the Employer contributions for benefits shall be added to this Article, and the Employer shall be notified of the new payment procedures and any adjustments to benefit fund contributions or the Base Wage Rate resulting from the change. The Total Package to be paid to employees, however, will not change during the term of this Agreement. All other provisions of this Agreement relating generally to the administration, payment, and collection of contributions to fringe benefit funds shall govern with regard to the designated funds.

Addresses and designated funds are subject to change by Trustee action or by designation of a new Fund not named herein.

Section 14.7 Carpenters International Training Fund. The Employer(s) and the Union recognize the need for the quality training of apprentices and journeypersons to meet the industry's labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to all contributions otherwise called for herein, the parties agree that the Employer shall make a contribution ten cents (\$0.10) per hour worked for each employee covered by this Agreement effective May 1, 2011 for the Carpenters International Training Fund. Payment to the Fund shall be made on or before the fifteenth (15th) day of the month following the month of the work performed and shall be remitted in accordance with the instructions of Trustees of the respective funds.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement as now stated or as later restated or amended applicable to each of the two (2) respective United Brotherhood of Carpenters Trust Funds described above. On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

Section 14.8 Working Dues Check-Off. During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its constitution

and by-laws, and the Union shall notify the Employer, in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the fringe fund administrator on behalf of the North Central States Regional Council of Carpenters, for and on behalf of its affiliated Local Unions, monthly by the fifteenth (15th) day of the month following the month in which the required amount is deducted, and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 14, Section 14.1 above. The Union shall be responsible for obtaining necessary authorization forms.

Section 14.9 Apprenticeship and Training Fund. The Trustees will establish an advisory board in the area covered by this contract for the purpose of providing advisory recommendations as to all phases of the program such as staffing, subject matter, areas of training and methods of presentation. The advisory board shall be composed of half Contractor designees and shall involve at least six (6) members.

Section 14.10 Vacation Fund. The North Central States Regional Council of Carpenters Vacation Fund is a Trust Fund created for the purpose of providing vacation pay benefits, as may be determined by the Trustees, for the benefit of employees on whose behalf payments have been made to the Fund. The Trustees shall adopt rules and regulations governing the eligibility of employees as the Trustees may deem appropriate, as long as such terms and provisions are not inconsistent with any of the terms and provisions of the collective bargaining agreements existing between the parties.

Section 14.11 Contract Administration Fee. Each Contractor signatory to this Agreement shall contribute ten cents (\$0.10) per hour worked (whether regular or overtime) by each employee in counties of the Green, Orange and Yellow counties listed in Article III Subcontractors or except as noted in Article XII Wage Rates. to the Des Moines Construction Council's Contract Administration Fee (CAF). Said payments shall be made on or before the 15th day of the month following the month of the work performed to the Des Moines Construction Council (DMCC) in conjunction with contributions to the fringe benefit funds or other Depository designated by the DMCC.

This CAF is made for the negotiation and administration of this Agreement and related operations, including activities with respect to the various Fringe Benefit funds by oversight and/or appointing Trustees and insuring them.

The DMCC or its officers may for the purpose of collecting any payments may require inspections and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and shall not be required to invoke or resort to the grievance procedure otherwise provided for in this agreement.

Each Contractor who is required to make payments to the CAF pursuant to this Agreement shall promptly furnish to the DMCC or its authorized agents on demand, all necessary personnel, and payroll records relating to its employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the CAF and for no other purpose.

The DMCC hereby agrees to protect, defend, indemnify, and hold harmless the Union against any and all loss, damages, costs, and expenses (including reasonable attorney's fees) and against, of and from any actions, demands, claims, and all causes of action or other forms of liability arising out of this Article.

**ARTICLE XV
APPRENTICESHIP PROGRAM**

Apprentices shall be paid in accordance with the contractual wage schedule. Any apprentice referred to a contractor for employment shall furnish evidence from the JATC of his/her wage rate in effect at the time he/she is so referred. The JATC shall inform the Contractor of any subsequent wage rate increases occurring while the apprentice remains in the Contractors employ.

Each contractor signatory to this contract shall hire on a company-wide basis apprentices on a minimum ratio basis of one (1) apprentice for the first four (4) Journeymen Carpenter employees and two (2) apprentices for eight (8) Journeymen and one (1) for each five (5) Journeymen employed thereafter. Maximum ratio basis not to exceed one (1) apprentice per three (3) Journeymen. When the Contractor terminates the employment of an apprentice, the Contractor will notify the JATC of such termination, and will give reasons for layoffs and, if specifically requested, shall put such reasons in writing. Apprentices will be laid off in accordance to the above ratio.

**ARTICLE XVI
SPECIAL CONDITIONS**

Contractors and Jobbers shall be required to pay transportation of Carpenters to and from jobs during working hours. It shall not be a condition of employment that the worker furnishes a vehicle to haul tools and materials for the Contractor.

Contractors using power-driven wood working machines shall employ Carpenters on said machines when lumber or other Carpenter material is cut.

Section 16.1 Millwright, Pile Driving and Caisson Work. Millwright jurisdiction is the same as provided in Article II with the following added counties: Union, Ringgold and Decatur.

Overtime for Millwrights shall be paid in accordance with the overtime provisions of Article XI, Working Conditions.

Millwrights may work night work for 5% over basic wage, provided there are no other employees of the Contractor working on the jobsite and receiving overtime scale. This five (5%) percent night premium shall not apply when the work is being done on any hours on Saturday, Sunday, or Holidays. The last night worked on night premium shall be paid at time and one-half (1 ½) past 1:30 am.

Millwrights and Piledrivers are to be paid fifty (\$0.50) cents per hour above Journeyman Carpenter scale. The first Millwright or Pile driver Foreman shall be hired from the jurisdiction covered by this Agreement.

The Employer shall furnish, if required, all precision levels over twelve inches (12"), all calipers, outside micrometers over one inch (1"), inside micrometers, all adjustable wrenches over twelve inches (12"), all socket wrenches over one-half inch (1/2") drive, box socket and open-end wrenches over one and one-fourth inches (1 ¼") or metric equivalent, all drills, taps, files, emery cloth, sand paper, hack saw blades, and all hammers over two (2) pounds.

When it is necessary to store employee tools on the jobsite during non-working hours, the Contractor shall be responsible for providing a proper and safe lock up area. The Employer shall allow adequate time to bring tools on the jobsite and allow adequate time at the close of each shift for the picking up and securing of the tools.

ARTICLE XVII SPECIAL PROJECTS AGREEMENT

The Business Representative with the joint approval of the Executive Secretary-Treasurer or whomever he designates of the North Central States Regional Council of Carpenters and the Employer shall have the authority to make contract adjustments during the term of this Agreement. Any such adjustments or modifications shall be granted on a project by project basis only.

Any adjustments or modifications granted for a specific project shall be available to all signatory employers interested in the project. It shall, however, be the responsibility of individual Employers to request information regarding any possible adjustments. Any wage adjustments granted as part of adjustments for specific project shall be established on a percentage of the base wage rate.

ARTICLE XVIII PARTNERSHIP IN EDUCATION

The Independent Employers of the Carpenters Local Union 106 jurisdictional area, the Des Moines Construction Council Association members and Carpenters Local 106 of the North Central States Regional Council of Carpenters all agree as to the importance of an Employee's skills towards the construction industry. Skills, education and training are a vital segment that all parties rely on to promote and secure work.

The Carpenters Apprenticeship and Training program has education and training set in place for both apprentice and journeyman carpenters. The training center has mandated safety training specifically OSHA 10 certification as the top priority.

Any Employer signatory to this Agreement shall employ only those members of the Union that possess a certified OSHA 10 card that is on file with the Training Center and the Union and shall be in compliance with this mandate.

All Members of the Union shall take supplemental training each year, due by May 1 of each succeeding year. This supplemental training shall include but not be limited to OSHA 10 standards, 29 CFR Part 1926, subpart E, I, L and V with First Aid & CPR being included in subpart D. Each year all members shall take a minimum of 16 hours of such training including the above safety training and such hours can be accumulated for use in meeting such minimums during the term of this agreement.

All members shall remain current in all certifications received. Training records shall be administrated and kept by the Carpenters JATC and made available to the Employers and the Union as part of their training program records.

The Union agrees not to refer and the Contractors agree not to employ any Carpenter who is not in compliance with the training requirements set forth.

Any new Journeyman Carpenter joining Carpenter Local Union 106 or any union Carpenter not a member of Carpenter Local Union 106 but working within the jurisdictional area of this Agreement shall as a condition of employment take the first available OSHA 10 certification class as well as all other required training.

Any Employer signatory to this Agreement shall put forth their best effort to start new apprentices into the apprenticeship program of the training center as feasible and economically possible.

ARTICLE XIX EXPIRATION AND RENEWAL OF CONTRACT

This May 1, 2011 dated contract shall be in effect through April 30, 2014, and shall continue in full force and effect for annual periods thereafter unless either party shall notify the other party in writing not less than sixty (60) days prior to the expiration date of the contract.

ARTICLE XX SIGNATURES

The undersigned representatives of _____ do hereby certify that they are authorized to sign this contract, and by their signatures do bind individually and severally, to the conscientious carrying out of this contract.

The undersigned Union hereby represent that they have been authorized by formal action of the membership of the Local, to sign this Agreement as bargaining representative of the employee bargaining unit herein described, and they do hereby certify that their signatures bind all of the employees of said bargaining unit, individually and severally, to the carrying out of this contract.

IN WITNESS WHERE OF, the parties have executed this Agreement this

_____ day of _____, _____.

**NORTH CENTRAL STATES
REGIONAL COUNCIL OF CARPENTERS**

Regional Council Name

Print Name of Contractor

BY _____
Signature of Business Representative

BY _____
Signature of Contractor Representative

Print Name of Business Representative

Print Name of Contractor Representative

Address of Union

Address of Contractor

City/State/Zip Code

City/State/Zip Code

Telephone Number

Telephone Number

Fax Number

Fax Number

Worker's Compensation Number

**Federal Employer ID Number
(FEIN)**

Unemployment Compensation Number

Bonding Company Bonding Number