

STATE OF MONTANA
AREA MASTER AGREEMENT

between

MONTANA
CONTRACTORS GROUP

and

THE PACIFIC NORTHWEST
REGIONAL COUNCIL
OF CARPENTERS
(Carpenters - Millwrights - Piledrivers)

Effective 6-1-2018 to 5-31-2021

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PREAMBLE

THIS AGREEMENT is a Successive Principle Agreement to the State of Montana Area Master Agreement and all other prior Agreements thereto by and between the above named parties (or their predecessor organizations) and any other applicable Agreement within the state of Montana negotiated between an Independent Contractor or Contractor Group and the PNWRCC.

This is a Collective Bargaining Agreement between Bentley Construction, Detailed Construction, Earhart Builders, Guy Tabacco Construction, King Constructors, Markovich Construction, Tamietti Construction, Weldtech Services, Inc., and Yellowstone Acoustics collectively recognized as the Montana Contractors Group (referred to as the “Employer”), and the Pacific Northwest Regional Council of Carpenters (PNWRCC) and Local Unions of the United Brotherhood of Carpenters and Joiners of America, (referred to as the “Union”), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein the territory of the State of Montana.

ARTICLE I PURPOSES

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in Highway, Heavy, Building and residential construction work in the area affected by this Agreement, to prevent avoidable delays and expense, generally to encourage a spirit of helpful cooperation be-

tween the Employer and the Employee Groups to their mutual advantage.

The person signing this Agreement on behalf of each Employer warrants and guarantees his authority to act for and bind such Employer. Each person signing this Agreement on behalf of the Union warrants and guarantees his authority to act for, bind and collectively bargain for and on behalf of the Union.

ARTICLE 2 PARTIES

This Agreement shall apply to all Building, Heavy, Highway and Residential Construction coming within the recognized jurisdiction of the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and the signatory Local Unions, and individual members thereof, except that it shall not apply to Superintendents, Master Mechanics, Civil Engineers, Timekeepers, Messengers, Guards, Confidential Employees, Clerks or other office employees.

The Union is recognized as sole bargaining agent for employees covered by this Agreement.

ARTICLE 3 MANAGEMENT'S RIGHTS

The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes

but is not limited to hiring, promotion, transfer, layoff or discharge. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4

NO STRIKES - NO LOCKOUTS

It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the full utilization of the grievance procedure set up in Article 13, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

Failure of an Employer to pay wage, travel, or other negotiated fringe payments as outlined in this Agreement is a violation of this Agreement and not subject to grievance procedure as outlined in Article 13. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union may take economic action against such Employer to collect such monies owed, including attorney fees, liquidated damages and audit fees.

ARTICLE 5
TERRITORY COVERED

5.1 This Agreement shall cover all Highway, Heavy, Building and Residential Construction work in the State of Montana.

ARTICLE 6
UNION SECURITY

6.1 All employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in Article 2 shall, as a condition of employment, become members of the appropriate Local Union within eight (8) days following the date of their employment, and shall remain Members in good standing during the term of this Agreement. “Good standing” for the purpose of this Agreement is interpreted to mean all employees shall maintain their Membership with current month’s dues paid in their Local Union. When an employee fails to tender to an authorized agent of the Union such initiation fees or periodic union dues as are required for good standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift.

ARTICLE 7
SUBCONTRACTING

7.1 If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure or other work to any person or pro-

prietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement, such contractor shall maintain daily records of the subcontractors employees' job site hours, and be liable for the payment of these employees' wages, travel, Health & Security, Retirement, and Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

7.2 In the areas of drywall, acoustical and insulation, if the Employer is unable to find qualified competitive Union subcontractors, Article 7 will be waived by mutual agreement after review of the bids by the Union under the following conditions:

7.2.1 (A) If the contractor receives three (3) union subcontractor bids on any one segment of work (drywall, acoustical and insulation) referenced above, the contractor will select and use one of the union subcontractors.

7.2.2 (B) If three (3) union subcontractor bids are not received on any segment of work (drywall, acoustical and insulation) referenced above, then the Employer may use the non-signatory subcontractor provided:

7.2.3 (C) The non-signatory subcontractor's bid is more than 5% lower than the lowest Union subcontractor bid; this bid may be used by the Employer, provided the non-signatory subcontractor is an established licensed contractor who has operated within the territory of the Agreement.

7.3 Exemptions beyond these areas as referenced in 7.2 must be agreed to by the Union prior to the start of work.

7.4 Whenever the Employer is obligated to satisfy MBE-WBE requirements, the Union and the Employer will agree to waive this provision in the event an Employer and Union are unable to find qualified competitive Union MBE-WBE subcontractors prior to the bid opening. This provision shall not be implemented with any intent other than to meet MBE-WBE requirements.

7.5 It is understood that this Article applies only to work jurisdiction claimed by the United Brotherhood of Carpenters and Joiners of America.

7.6 When bidding on projects against Contractors not signatory to this Agreement this Article shall not apply.

ARTICLE 8 HOURS OF WORK - SHIFTS - OVERTIME

The work week will start with the first shift on Monday and conclude with the third shift on Friday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 6:00 p.m. with one-half (½) hour unpaid lunch period. Hours of work may be changed by the Employer with twenty-four (24) hour prior notification to the Union. Forty (40) hours per week, Monday through Friday, shall constitute a regular work week.

8.2 Employees will be at their place of work, ready for work, at the start of the shift. The place of work shall be defined as the gang or tool box or equipment at the employee's assigned work location. Dry and/or lunch shacks and/or check-in locations shall be placed as near the gangbox or work location as possible. Crews on shift will be given adequate time to gather up their tools before quitting time. Employees being terminated or laid off shall be given adequate time to collect tools and belongings prior to the end of the shift. On jobs where the Employer or owner prohibits private vehicles beyond a designated area, the Employer will furnish a manhaul or permit the employees sufficient time to walk to the parking lot by quitting time.

8.3 Work performed in excess of eight (8) hours per day Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Sundays and Holidays shall be paid at double the straight time rate. The Employer shall have the sole discretion to assign overtime work to employees with consideration of retention of the Job Steward (See Article 12).

8.4 Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

8.4.1 **Two Daylight Shift Operations:** On a two consecutive shift operation, no shift differential is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the

second shift shall be established for a minimum of three (3) days. Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) days' notice to the Union.

8.4.2 **Three Shift Operation:** On a three shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of multiple shift operations shall be eight (8) hours of continuous employment except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment except for lunch period at midshift, and shall be paid for eight (8) hours at the straight time hourly rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, between the hours of 12:30 a.m. and 8:00 a.m., and shall be paid for eight (8) hours at the straight time hourly rate.

8.4.3 **SPECIAL SHIFTS:** When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

If employees are called back to the job without receiving an eight (8) hour break between shifts, they shall continue at the applicable overtime rate.

8.5 Option for 4-Ten Hour Shift:

The Employer may, at his option, establish a first and/or second shift consisting of ten (10) hours of work, exclusive of a one-half (½) hour non-paid lunch period per day, that shall constitute a normal forty (40) hour work week, provided that it does not conflict with Federal, State or local regulations or laws. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other, subject to the limitations that it will give the Union at least seven (7) calendar days' notice of such change and maintain such shift for a minimum of one (1) work week. All hours of work on these shifts shall be paid for at the basic straight time hourly wage and fringe rate, overtime will apply after ten (10) hours. No ten hour second shift may be established without a preceding ten hour first shift. (Also see Article 16)

8.5.1 In the event the job is down for any reason beyond the Employer's control, including holidays as defined by Article 10, then Friday may, at the option of the Employer, be worked as a voluntary make-up (no employee shall be terminated for refusal to work a make-up day).

8.6 Weekend Shutdowns:

Where the work is started and completed within a period between 12:00 p.m. Friday night and 8:00 a.m. the following Monday morning, all work will be performed at the appropriate applicable rate.

8.7 On a project working a makeup day, if one (1) carpenter is paid overtime, all affected Carpenters will be paid the applicable overtime rate.

ARTICLE 9 LUNCH AND REST PERIODS

9.1 Employees shall not be required to work more than five (5) hours from the start of their shift without a one-half ($\frac{1}{2}$) hour (nor more than one [1] hour) break for lunch. This period shall not begin earlier than three and one-half ($3 \frac{1}{2}$) hours after the start of the shift and shall not begin later than five (5) hours after the start of the shift. If they are required to work past this time and they are denied time to eat, they shall be paid at the applicable overtime rate until such time as they are allowed to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half ($\frac{1}{2}$) hour of overtime. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed to at least one-half ($\frac{1}{2}$) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer.

9.2 Employee's lunch period may be staggered during the period of three and one-half ($3 \frac{1}{2}$) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

9.3 Employees shall be allowed a rest period of not less than 10 minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as

near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. The rest period may be taken at the work station when reasonable. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each 4 hours worked, scheduled rest periods are not required. A rest period means to stop work duties, exertions, or activities for personal rest and rejuvenation.

It will be the responsibility of each employee to take rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

ARTICLE 10 HOLIDAYS

10.1 The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the following holidays falls on a Sunday, Monday will be observed as the holiday. If any holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. The holiday shall be the twenty-four (24) hour period commencing with the established starting time of the day shift on the day of the holiday.

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day

10.2 No work shall be performed on Labor Day except to save life or property.

ARTICLE 11 PAY DAY

11.1 Employees shall be paid in full prior to quitting time on the jobsite once each week (on the same day), but in no event shall more than five (5) days' (Saturday, Sunday and holidays excluded) wage be withheld.

If the regular payday falls on a holiday, the employee shall be paid on the last regular work day before the holiday.

An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, rate of pay, and all authorized deductions, and must indicate the name and address of the Employer. In the event an employee receives an N. S. F. Check, thereafter all payments shall be made by cash or certified check and he/she shall be considered not paid timely and shall receive eight (8) hours pay for every Twenty Four (24) hour period thereafter until he/she receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty.

No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative ten (10) working days from the pay period in question.

11.2 An employee shall be paid in full when discharged during normal working hours. When employees are laid off or discharged, payment shall be made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted). In the event that payment is not made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted), he/she shall receive two (2) hours pay at the applicable wage rate for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice. The postmark on the envelope will serve as the cutoff for any penalty.

11.3 Employees who quit shall be paid not later than the next regular pay period.

ARTICLE 12

UNION REPRESENTATIVES & JOB STEWARDS

12.1 The Authorized and Credentialed Representatives of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office or superintendent of the job.

12.2.1 The Union shall submit in writing to the Employer the names of its job Stewards, whenever possible, and such changes of job Stewards as may occur from time to time, and the Employer shall recognize such job stewards selected by the Union. Oral notification of Job Stewards will be acceptable whenever written notice is not practical.

12.2.2 Every job steward shall perform work for the Employer to the same extent as other employees; however, a Job Steward may take reasonable time off from his regular duties when an employee (or group of employees) desires to take up with the Job Steward any matter which is believed to be in violation of this Agreement. In such cases, before leaving his work area, the Job Steward shall inform his immediate supervisor where he wishes to go and shall secure permission to leave. The Steward shall also report back to the supervisor on his return.

12.2.3 When forces must be reduced, if all other considerations are equal, the Steward shall not be discharged except for just cause and shall remain on the job provided that there are at least four (4) Carpenters on the project. When a Job Steward must be laid off or discharged, the Union will be notified forty-eight (48) hours prior to such action. A Job Steward will be given a reasonable amount of time to take up his report once a week.

12.2.4 Each shift may have a Job Steward. No Job Steward shall be allowed to solicit Membership in his organization or to collect any monies from any employees on the job during working hours. No Job Steward will be discharged by the Employer because of his Union activities.

12.2.5 Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

ARTICLE 13

SETTLEMENT OF DISPUTES & GRIEVANCES

13.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance procedure as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

13.2 **STEP 1:** In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the same shall promptly (not later than five (5) working days), be referred to the Authorized Representative of the Union and the Employer or his/her authorized representative. Should they fail to effect a settlement:

STEP 2: They shall refer the matter to a Board of Conciliation within fifteen (15) working days of which Board shall consist of two (2) persons appointed by each party, and if these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them:

STEP 3: An Arbitration Committee, consisting of one (1) representative of the company, one (1) representative of the Union and a third member to be chosen by these two (2). In the event the two (2) representatives designated by the parties shall be unable to agree upon the third member of the Arbitration Committee within ten (10) days, the Federal Conciliation Service, State Mediation or the American Arbi-

tration Association shall be requested to submit a list of qualified and approved arbitrators, one of which shall be selected to act as a third member of the Committee, in accordance with the rules of the agency that submits the panel.

13.3 This decision shall be final and binding upon the parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions. The arbitrators shall, in their decision, specify whether or not the decision is retroactive and the effective date thereof.

13.4 Failure of either party to select their representative for the purpose of arbitrating a dispute upon this section within thirty (30) days from the date such arbitration is requested shall result in the dispute being adjusted in favor of the complaining party.

13.5 Any mutual expense incurred in the process of arbitration shall be borne equally by the Employer and the Union.

13.6 It is further understood that the grievance procedure above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

13.7 By mutual agreement the aforementioned timeframes in this article may be waived or extended.

ARTICLE 14

JURISDICTIONAL DISPUTES

14.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

14.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

14.3 Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

14.4 If the disputed work cannot be satisfactorily settled between the Local Unions and the Employer, the Local Unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

14.5 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

14.6 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in any Labor Agreement.

ARTICLE 15

HEALTH, SAFETY AND ACCIDENT PREVENTION

15.1.1 The Employer shall comply with the Safety Standards for construction work in the State of Montana Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. This Agreement is not intended to, nor shall it be construed as creating, recognizing or imposing, on the Union or its agents, any common law duties in the areas of safety. All foremen and general foremen shall carry a current first aid card.

15.1.2 In the event of an injury requiring hospitalization to an employee, the Employer shall notify the proper Steward and Union of the injury as soon as possible. Industrial reports received by the Employer are to be signed and processed immediately by the Employer.

15.2.1 Clean, cold, fresh drinking water and sanitary, disposable cups shall be kept in close proximity to the workmen at all times. Ice to be furnished during hot weather upon request of the Business Representative.

15.2.2 Toilets, urinals, or latrines in clean and sanitary conditions shall be provided on all jobs according to State and Federal requirements.

15.3.1 To improve the general safety conditions on the job, the Employer will furnish clean and sanitary items of safety equipment.

15.3.2 Rubber gear other than to normally turn foul weather and welding or burning protective equipment such as hoods, goggles, lens, leather welding gloves and jackets, etc., shall be supplied on all jobs where needed, in suitable conditions and sizes to each worker.

15.4 **HAZARDOUS MATERIALS:**

Employers agree to abide, where applicable, by the most stringent provisions of the following regulations as they may pertain to a particular contract:

- 1) Federal Regulations
- 2) State Regulations
- 3) DOE Regulations in the area of the particular project.
- 4) Regulations of any other nuclear energy plant owner from whom the employer holds a construction contract.

Employers agree to plan work for the most even distribution of radiation/hazardous material exposure amongst the employees consistent with efficient utilization of manpower.

ARTICLE 16
SHOW UP - STANDBY & CALL BACK

16.1 In the case of work shutdown caused by inclement weather, the Employer shall be diligent in attempting to notify the employee by phone or other means as is practical.

16.2 Employees who have not been given notice not to report to work at least one (1) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay.

16.3 Employees prevented from completing the shift due to inclement weather after the two (2) hour minimum shall be paid for actual time worked and applicable fringes.

16.4 An employee prevented from completing the shift due to causes other than weather and equipment breakdown shall receive the following show up pay: On eight (8) hour shift schedules after the two (2) hour minimum an employee who works more than two (2) but less than four (4) shall receive four hours pay; an employee who works more than four (4) hours shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation. On ten (10) hour shift schedules after the two (2) hour minimum an employee who works more than two (2) but less than five (5) hours shall receive five (5) hours pay; an employee who works in excess of five hours shall receive actual time worked.

16.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

16.6 **EMERGENCY CALL OUT:**

In the event an employee has left the project and is called back to perform overtime work after his shift, or on Saturday, Sunday or holidays, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate, applicable allowances and fringe benefits. All call out work over four (4) hours shall be paid for actual time worked, but at no time will an employee be required to work more than five (5) hours without an opportunity to eat lunch (lunch period provision to apply - Article 9).

ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY

17.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

17.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training, and hiring.

ARTICLE 18

SAVINGS CLAUSE

18.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 14 shall not apply to this Article.

18.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

ARTICLE 19

PUBLIC WORKS PROJECTS

Public Works Projects - Davis Bacon Act & Related Statutes

19.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40USC 276A as amended)), the published hourly wage including fringe benefits set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months from initial notice to proceed for work covered under the Employer's contract with the owner. Upon written request, the Employer will provide a copy of the notice to proceed to the Region-

al Council Representative. The fringe benefit contribution rates shall be those as established by the Master Agreement at the time of bid. Notwithstanding the above, the project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

19.2 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

19.3 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

ARTICLE 20 SPECIAL CONDITIONS

20.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

ARTICLE 21

CRAFT SCHEDULES

21.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this Agreement.

21.2 An individual retirement plan, such as a 401K, 401A, or an annuity program, may be established by the Union, with the agreement of the Employer on an individual employee basis. Such a program shall be at no cost to the Employer. The plan participants will be responsible for all costs associated with the plan.

ARTICLE 22

EFFECTIVE DATE AND DURATION

22.1 This Successive Principle Agreement shall become effective as provided in this Article when signed by the Montana Contractors Group and the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America.

22.2 All workmen covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Schedules of this Agreement.

22.3 This amended Agreement shall become effective upon all work June 1, 2018, and shall remain in full force and effect until May 31, 2021, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party.

22.4 Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods be perfected by given written “Notice of Termination” not less than sixty (60) days nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal. The parties shall begin negotiations within thirty (30) days after receipt of any notice.

22.5 Any “Notice of Opening” or “Notice of Termination” provided outside the timelines described in 22.4 for any expiration date shall be absolutely null and void and completely ineffective for all purposes.

ARTICLE 23 SUBSTANCE ABUSE POLICY

23.1 The Union and Employer are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

Consistent with those goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its em-

ployment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

The Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement.

ARTICLE 24

Labor and Management Committee

24.1 A Labor and Management Committee shall be established to meet semi-annually to discuss issues from the contract and issues that will improve and better the industry.

AGREEMENT DATED

June 1, 2018 THROUGH MAY 31, 2021

EMPLOYER CHAIRPERSON:

Harkness Construction, Inc.
Name of Company

By (print name): Corey Harkness

Title: Vice President

*Signature: [Signature]

Address: 2027 Lexington Ave
Butte MT 59701

Phone: 406 494 3901

UNION:

PNW Regional Council of Carpenters, UBC

By: Mario Martinez

Title: Service Representative

*Signature: [Signature]

*Regional Manager: [Signature]

*Contract Administration: [Signature]

*Required Signers

07218

EMPLOYER:

King Constructors, LLC
Name of Company

By (print name): Luke R. King

Title: owner/manager

*Signature: [Signature]

Address: Po Box 50047
Billings, MT 59105

Phone: 406-690-8237

EMPLOYER:

Weldtech Services Inc
Name of Company

By (print name): Justin Johnstone

Title: VP

*Signature: [Signature]

Address: 5839 Duke Club Rd
Billings, MT 59105

Phone: (406) 373-6313

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2018-2021
MOC

[Signature]

Carpenters
PNWRCOC

[Signature]

EMPLOYER:
Detailed Const. Co.
Name of Company

By (print name): Dale Mayernik

Title: President

*Signature: Dale Mayernik

Address: P.O. Box 5

Sturke H, MT 59480

Phone: 406-736-5470

EMPLOYER:
Houston Associates
Name of Company

By (print name): Mark A. Lewman

Title: President

*Signature: Mark A. Lewman

Address: P.O. Box 207

Puller, MT 59103

Phone: 245-8295

EMPLOYER:
Guy Tobacco Const.
Name of Company

By (print name): Guy Tobacco

Title: Pres.

*Signature: Guy Tobacco

Address:

Phone:

EMPLOYER:
Tamacco Const Co
Name of Company

By (print name): William J. Tamarrick

Title: President

*Signature: William J. Tamarrick

Address:

Phone:

EMPLOYER: BENTLEY PAPER CO.
Name of Company
By (print name): ROBERT E. BENTLEY
Title: PRESIDENT
*Signature: Robert E Bentley
Address: PO Box 3446
BUTTE MT 59702
Phone: (406) 494-4501

EMPLOYER:
Name of Company
By (print name):
Title:
*Signature:
Address:
Phone:

EMPLOYER: EARHART BUILDING CO.
Name of Company
By (print name): LEE EARHART
Title: VP
*Signature: Lee Earhart
Address: PO BOX
4676 BUTTE
Phone: 406 494-5986

EMPLOYER:
Name of Company
By (print name):
Title:
*Signature:
Address:
Phone:

2018-2021
MJC
Work page

SCHEDULE A-I

SECTION 1. All employees covered by this Agreement shall be classified and paid in accordance with the classifications, scales, and special conditions set forth in the following tables.

	WAGE EFFECTIVE		
	6/1/2018	6/1/2019	6/1/2020
General Carpenter	\$23.00	\$24.00	Wages Open
Highway Construction - Carpenter Piledriver	\$30.00	\$31.00	Wages Open
Heavy Construction	\$30.00	\$31.00	\$32.00
Residential Carpenter	\$17.00	\$17.00	\$17.00
Pre-Apprentice	65% of Jrymn Rate	65% of Jrymn Rate	65% of Jrymn Rate
Millwright	\$33.00	\$34.00	\$35.00

	BENEFITS EFFECTIVE		
	6/1/2018	6/1/2019	6/1/2020
Health & Security	\$5.75	\$5.75	\$5.75
Pension	\$6.32	\$6.32	\$6.32
*Pension Butte Area	\$6.61	\$6.61	\$6.61
**Pension Residential	\$3.50	\$3.50	\$3.50
***401(k)	\$0.50	\$0.50	\$0.50
Apprenticeship	\$0.50	\$0.50	\$0.50
Vacation (Deduction)	- \$2.00	- \$2.00	- \$2.00

**Alternative Pension rate for Building Construction in the Area Defined as Butte*

***Butte** – Silver Bow, Beaverhead, Deerlodge, Powell, and the eastern portion of Granite (Garrison Junction to Philipsburg) Counties*

***Alternative Pension rate for Residential Construction throughout the State of Montana including Butte*

****If a Contractor Signatory to this Agreement has an existing 401k or equivalent supplemental retirement program, he/she may negotiate with the Union as allowed under Article 20 “Special Conditions” the option to pay into said program for core employees.*

FRINGE OPTION: If additional sums are necessary to maintain the fringe benefits, by mutual agreement, on sixty (60) days’ notice, such sums shall be paid by the employer up to, but not more than \$0.50.during the effective dates of this agreement. Any amount required beyond \$0.50 may be deducted from wages.

Note: Residential Construction shall be defined as; construction, alteration, repair, improvement, or maintenance of single family dwellings, duplexes, apartments, condominiums, and other residential structures not to exceed four stories in height, including basement, when used solely as permanent residences. It does not include the utilities construction (water and sewer lines), or work on streets, or work on other structures (e.g., for recreation and business.)

FOREMAN/GENERAL FOREMAN IN ALL CLASSIFICATIONS:

FOREMAN shall receive ten percent (10%) per hour above the highest paid journeyman wage classification working under him.

GENERAL FOREMAN will be paid five percent (5%) above the highest paid foreman rate, if one is used at the option of the employer.

Should the classifications not provided for herein become involved, such classifications and the wage rates for same shall be negotiated by the Employer and the Union.

Any Carpenter, Millwright and Machine Erector, or Piledriver covered by this Agreement shall be supervised by a Foreman/General Foreman of their respective craft, when one is employed.

APPRENTICE RATES FOR ALL CLASSIFICATIONS

1st Year – 80% of Journeyman Scale

2nd Year – 85% of Journeyman Scale

3rd Year – 90% of Journeyman Scale

4th year – 95% of Journeyman Scale

*No Pension contributions shall be required for an apprentice in the 1st year of their apprenticeship, except for hours worked on projects that are subject to State of Montana Prevailing Wage Rates as referred to in Montana Codes Annotated 18-2-416.

Pre-Apprentice

Section 1. Pre-Apprentices may assist Journeyman and Apprentices, in all aspects of construction and perform the following tasks individually: transportation of materials, jobsite stockpiling, material handling, and cleanup. Pre-Apprentices may not perform layout work. They may use power tools intermittently but only under the direct supervision of a journeyman.

Section 2. For Commercial construction the Ratio of Pre-Apprentices to Journey level workers employed on any project shall not exceed 1:5 (One Pre-Apprentice may be employed per each five (5) Journey level workers employed). For Residential construction the Ratio of Pre-Apprentices to Journey level workers employed on any project shall not exceed 1:2 (One Pre-Apprentice may be employed per each two (2) Journey level workers employed).

Section 3. Wages for Pre-Apprentice shall be 63% of the journeyman rate spelled out in the appropriate schedule above. Benefit rates for Pre-Apprentices shall be 100% of the Area benefit rates except that no Health and Welfare contribution will be required on the first 250 hours of employment for each Pre-Apprentice, and no Retirement contribution will be required for the first 500 hours of employment for each Pre-Apprentice. It is the responsibility of the Employer to track Pre-Apprentice hours and inform the Employee and the Union when the hourly requirements have been met. No Pre-Apprentice shall begin any program of apprenticeship and suffer a reduction in wage rate from what was being earned as a Pre-Apprentice.

Section 4. Pre-Apprentices may be hired from alternate sources but are subject to the Union Security clause and dispatch requirements.

Section 5. In the event a Pre-Apprentice is assigned to work on a prevailed wage project they shall receive the journey level pay rate for the scope of work performed. Their wage rate shall be determined by subtracting their hourly benefit package from the total hourly rate. The benefits and authorized deductions will be paid to the appropriate Carpenters Trusts.

**ALL CARPENTER/PILEDRIVER
CLASSIFICATIONS SHALL INCLUDE
BUT NOT BE LIMITED TO THE FOLLOWING:**

1. Burner-Welder
2. Rigger and Signaler
3. Insulators (all types), Acoustical, Dry Wall and Metal Studs, Metal Panels and Partitions
4. Floor Layer, Sander, Finisher & Astro Turf
5. Layout Carpenter
6. Form Builder
7. Rough Framer
8. Outside or Inside Finisher; including doors, windows and jams
9. Sawfiler
10. Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal
11. Optical Instrument Specialist
12. Scaffold Erecting & Dismantling
13. Stationary Saw-off Bearer
14. Wire, Wood and Metal Lather Applicator

MILLWRIGHT CLASSIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

1. Rigger
2. Welder
3. Burner
4. Optical Instrument
5. Power Tool Operator
6. Precision Alignment
7. Machine Erection
8. Roto (Case) Alignment
9. Steam, Gass, Hydro turbine mechanics
10. Refining mechanics

(A) UNION DEDUCTIONS-DUES CHECK OFF:

In accordance with the terms of an individual and voluntary written authorization for check-off of Membership dues in the form permitted by the provisions of Section 302 (c) of the Labor Management Act, as amended, the Employer agrees to deduct for working dues an amount of wages once each week which has been or will be in the future authorized by the Membership. The working dues, which are deducted, shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted. The Employers will remit the Union dues deducted on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof, including any costs incurred by the administrator for acting as authorization depository, will be paid by the Union to the fringe benefit administrator. Dues deduction may be changed once per year on the anniversary date of the contract.

DISPATCH & ZONE PAY ALLOWANCE ALL CLASSIFICATIONS

Whenever the Employer requires Carpenters covered by this Agreement on any job, the Employer shall first request referral of such Carpenters from the Central Dispatch office. The Employer will notify the Union either by telephone or in writing, confirmed utilizing the standard Dispatch Request Form by email, fax or online, stating the job location, the existence of any job specific wage rates or conditions, and the number of Carpenters and their specific skills required. The Union shall refer Carpenters to the Employer by name with a dispatch slip, at the request of the Employer or his agent.

Out of Work List Requirements

(1) The term Carpenter covers all classifications in the Master Agreement. All Journeymen and Apprentices may sign the Out-of-Work List.

(2) The Employer may request Carpenters by name, without regard to their position on the Out-of-Work List. Dispatches will be given to Carpenters and State approved registered Apprentices on the Out-of-Work List in numerical order except when called by name or called on an open-call basis for a specific skill, i.e., Millwright, Welder, Sheetrock Applicator, minority or female requirements. In those cases, the first person on the list that meets the requested criteria and is available will be dispatched.

Qualified applicants, reporting to the job-site within twenty-four (24) hours after being ordered, must be put to work or paid the proper show-up time, unless the Union is notified of cancellation prior to referral. Employers have no respon-

sibility to applicants reporting after a twenty-four (24) hour period, Saturday, Sunday and Holidays excluded.

When an employee is referred to the job by the Union, such referral shall be on a non-discriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.

It is agreed and understood that while traveling to and from work the employees are not within the course and scope of their employment, and the relationship of the Employer-employee does not commence until the applicable hourly wage rate applies, or as mandated by law.

1) Employees who qualify for zone pay shall be paid for hours worked. Likewise, employees who qualify for show up time shall also qualify for zone pay for those same show up hours.

2) Zones for zone pay shall be as established “as the crow flies” from the dispatch points listed below.

3) Within sixty (60) miles from the proper dispatch point, the Employer will not be required to pay zone pay allowances as outlined if the Employer provides adequate, covered and safe transportation daily and round trip for the employee. If the Employer provides transportation, the employee shall be considered to be under the direction of the Employer within the scope of his employment and the employee shall be considered to be under the coverage of the State Industrial Insurance laws of Montana.

4) Should an employee through no fault of his own and at the request of the employer make more than one (1) trip to the job within a twenty-four (24) hour period, the employee will be reimbursed for applicable allowances on the basis of total trips made to the job.

5) If an employer provides its employees with adequate hotel accommodations, meals and transportation the applicable zone pay will be waived by mutual agreement as allowed in Article 20 of this Collective Bargaining Agreement.

**ZONE PAY ALLOWANCE
ALL CLASSIFICATIONS**

ZONE MILES:	0 - 30 Miles	FREE
	30 - 60 Miles	\$4.00 per hour
	60 Miles & over	\$6.00 per hour

DISPATCH POINTS

The Zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the City Center of the following towns to the center of the job:

Billings	Bozeman	Butte
Great Falls	Helena	Missoula
Kalispell	Lewistown	Miles City

SCHEDULE A-II

TRUSTEE QUALIFICATION CRITERIA

In order to qualify as a management trustee on any Board of Trustees herein after designated, a Management Trustee must be a signatory employer, or full time non-bargaining unit employee of the signatory contractor, or a regular officer of the employer, who contributes to the respective Trust fund, or a full-time staff person of a signatory employer association.

TRUSTS

SECTION 1. HEALTH & SECURITY

It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable man hour of Carpenters employed by Employers covered by this Agreement, which contribution shall be made to the Western Washington Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member Employers.

SECTION 2. RETIREMENT PROVISION

It is agreed by the parties hereto that all Employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable man hour of Carpenters employed by Employers covered by this Agreement into a Retirement Fund known as the "Washington-Idaho-Montana Carpenters-Employers Retirement Fund". Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated July 20, 1965, between the Inland Northwest Chapter of the Associated General Contractors of America and the Washington State Council of Carpenters, District Councils and signatory Local Unions of the United Brotherhood of Carpenters and Joiners of America and the individual members thereof. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

SECTION 3. 401(k) RETIREMENT PROVISION

In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a 401(k) Retirement Fund known as the "Eastern Washington-Northern Idaho Carpenters Retirement Fund" (which sponsors the Eastern Washington-Northern Idaho 401(k) Retirement Plan) effective June 1, 2012, an employer non-elective contribution a sum as listed in Schedule "A-1" per compensable hour for all employees covered by this agreement. Such payments shall

be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated January 2, 2002 between the Inland Northwest Associated General Contractors of America, Inc. and the Pacific Northwest Regional Council of Carpenters and the individual members thereof. The signatory employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement. In addition, for any employee who elects to have tax-deferred elective contributions deducted from his compensation for remittance to the Eastern Washington-Northern Idaho Carpenters 401(k) Retirement Plan, the signatory employers agree to remit such elective contributions on the employee's behalf monthly on or before the 15th day of the month following the month in which the employee has had the contributions deducted from his compensation, in accordance with the Trust Agreement referenced above.

SECTION 4. VACATION

It is agreed that all persons, parties, firms, or corporations as listed in signature schedule attached hereto, or otherwise coming under the scope of this Agreement, who are, or may become signatory to this Agreement, agree that the existing Southwest Montana Building Trades Vacation-Savings Plan established May 1, 1968, shall continue in full force and effect for all eligible employees covered by this Agreement and shall pay into the existing Southwest Montana Building Trades Vacation-Savings Plan effective July 1, 1994, Two

dollars (\$2.00) per hour for each compensated hour worked for each employee covered by this Agreement. This sum to be a sum subtracted from each employee's net paycheck (after taxes). The EMPLOYER agrees to and becomes a party to the Trust Agreement known as the "Southwest Montana Building Trades Vacation-Savings Plan," as modified or amended and does designate the present and future employer trustees as his authorized representatives on said Trust.

SECTION 5. APPRENTICESHIP & TRAINING

It is agreed that all Employers covered by this Agreement shall contribute a sum as listed in Schedule "A-1" herein for each compensable man-hour of Carpenters, including supervisory employees when covered by this Agreement. Said contribution shall be made to the Carpenters-Employers Apprenticeship and Training Trust Fund of Washington-Idaho the manner as set forth in the Trust Agreement of said Trust. The details of such Apprenticeship and Training Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signators to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member Employers.

NOTE: Ten cents (\$.10) committed to UBC National Apprenticeship/Health & Safety fund, remitted monthly to the Pacific Northwest Regional Council of Carpenters.

SECTION 6. In order to eliminate onerous book and record keeping burdens on all parties, Employers will make contributions to each of the funds by means of one check and one report to include all funds. Pro rata costs of the report forms will be paid by the funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this schedule.

SECTION 7. In the event an Employer fails to make the required monetary contributions in conformity with Sections 1 through 5 of this Article, the Union may take any economic action necessary to insure the proper collection of these contributions.

SECTION 8. **FAILURE TO PAY CONTRIBUTIONS**

Severe penalties for delinquencies are provided in the Trust Agreements.

SCHEDULE “B” CARPENTERS WORK RULES

1. TOOLS:

- a. All employees must have their tools sharp and in good condition before going on any job.

- b. The Employer shall, at the start of a job, furnish suitable place for keeping employees’ tool kits and same to be provided with suitable lock for protection during non-working hours. The Employer will maintain insurance to protect employees against loss of tools by fire, flood, robbery from forced entry, or by damage from any Employer equipment and work clothing lost by fire, flood and forced entry. Employers will require a list of tools and work clothing so stored. Employees will fill out a tool list and will inform the Employer of additional tools as they are added or subtracted from the list, or the Employer will not be obligated to replace them should a loss occur. Replacement for clothing will be understood to mean work clothing and rain gear only. Tools and clothing outlined will be replaced with comparable tools and clothing only.

- c. The Employer shall, at the start of a job, furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. Same to be situated close to the site of the work.

- d. No Employer shall require and no employee shall furnish on any job, transit, mortising equipment, optical instruments, boring machine, power saw, power jointer, ladder, trestle, bench, miter box, bit over one inch (1”) except expansion bit or wrench over the size of a 12” crescent, welding or burning protective equipment, or similar equipment. The above equipment must be furnished by the Employer.

2. **TRANSPORTATION:**

All transportation or drayage furnished by the Employer shall afford the maximum protection against the exposure to the elements and the cost of such transportation shall be borne by the Employer. No transportation will be furnished on the job during working hours by the employee.

3. **FOREMAN / GENERAL FOREMAN:**

The Employer shall be the sole judge of the need for the number of and the responsibilities of supervisory personnel and the Union shall in no way interfere with the performance of the Foreman/General Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman/General Foreman. Transportation will be provided to Foreman at the option of the Employer.

APPRENTICESHIP & TRAINING

SECTION 1. Recognizing the need for an adequate supply of qualified carpenters, the contractor and the Union mutually agree to actively promote, and participate in, joint apprenticeship and retraining programs designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end and are supported in whole or in part from funds derived from this Agreement shall:

A. Be jointly administered by equal representation of Management, as appointed by the contractor, and labor as appointed by the Union.

B. Comply with all applicable State and Federal regulations governing same.

The Apprentice will be removed from the job for just cause by his Employer upon receipt of request from appropriate apprenticeship and/or training committee, also for non-payment of dues or initiation fees.

C. The employment of Apprentices shall be in accordance with the following ratios:

1) Each Employer may employ one Apprentice for each of the first five (5) Carpenters in his employ, but he must employ one (1) Apprentice when he has five (5) or more Journeymen in his employ.

2) In addition to number one, each Employer shall employ one (1) additional Apprentice for each five (5) Journeymen.

3) The above mandatory requirements for employment of Apprentices are subject to the availability of these employees.