

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MADISON COUNTY WEATHERIZATION

AND

**MID-AMERICA CARPENTERS REGIONAL
COUNCIL**

EFFECTIVE: MAY 1, 2022 - APRIL 30, 2025

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AGREEMENT TO PROVIDE CONTRACTUAL SERVICES

This Agreement of employment is entered into between the County of Madison through the Weatherization Program of the Community Development who for the purpose of this Agreement shall be identified as the "County" and Mid-America Carpenters Regional Council, who for the purpose of this Agreement shall be identified as the "Council". This Agreement for services is in force for the duration of May 1, 2022, through April 30, 2025, and with the following provisions:

Article 1 – AGREEMENT

This Agreement shall be in force from May 1, 2022, through April 30, 2025. This Agreement shall constitute the period during which the Council agrees to provide, at the County's request, certified journeymen carpenters to function as crew leaders for the Madison County Weatherization and/or Housing Rehabilitation Programs. It shall be the responsibility of the journeymen carpenter/crew leader to pay dues required by the Mid-America Carpenters Regional Council. It is understood that the County may request journeymen carpenters to act as crew leaders for the Weatherization Program. The number of Journeyman Carpenters need is at the County's discretion

Article 2 - POSITION AND COMPENSATION

Under this Agreement, the County and the Council mutually agree that the duties of the crew leader shall be to supervise crew members and also perform the duties as crew members such as install calking, glazing, weather stripping to windows, etc. Other duties as assigned by the Weatherization/Housing Rehabilitation Coordinator may be identified provided they are in accordance with or similar to activities traditionally and typically performed by journeymen carpenters. Commensurate with duties, the crew leaders/journeymen carpenters shall receive as follows:

Effective 5/1/22 – Journeyman wages will be \$31.21 per hour. (\$0.73 deducted for health & welfare.)

Effective 5/1/23 - \$32.51 per hour.

Any hourly increase in the contribution to health & welfare and/or pension will be deducted from the journeyman wage.

Effective 5/1/24 - \$33.81 per hour.

Any hourly increase in the contribution to health & welfare and/or pension will be deducted from the journeyman wage.

There will be no reconsideration for any adjustment that would result in an increase of this hourly pay rate under any circumstances during the term of this Agreement. Employment shall typically consist of a 40 hour per workweek requirement; however, the County is under no obligation to pay for a 40 hour week should the actual number of hours of work be less than that. The County reserves the right to determine the number of days per week worked and the number of hours worked per day with the understanding that the total number of hours worked per week will not exceed 40 hours per week. Further, if funding for these programs ceases or if it is no longer effective to manage these programs under the current structure, the County does not guarantee that 40 hours of work per week on a 52 week basis will be provided. The County further agrees to pay as follows:

Effective 5/1/22 \$9.35 per hour for pension for each hour worked to be paid to the CARPENTERS' REGIONAL COUNCIL PENSION TRUST FUND.

In the event that a journeymen carpenter/crew leader's employment is deemed unsatisfactory by the County, the County may terminate the individual's employment at any time by written notice. Further, the County agrees to immediately contact the Council in the event that such conduct or performance is deemed unsatisfactory and the Council shall be responsible for securing an additional person or persons to replace the terminated employee. A similar replacement process shall be affected for those journeymen carpenter/crew leaders who voluntarily terminate their services with the County for any reason. The County shall not be responsible to the journeymen carpenter/crew leaders nor the Council for wages or fringe benefits indicated in this Agreement after the effective date of termination.

Article 3 - FRINGE BENEFITS

The County agrees to contribute to the CARPENTERS' REGIONAL COUNCIL HEALTH AND WELFARE TRUST FUND, for the purpose of providing accident and sickness indemnity and hospital and surgical benefit insurance for all employees covered by, and performing bargaining unit work under this Agreement, and their dependents. The County shall contribute to the fund on a monthly basis and it shall contribute for all hours paid for each employee, in all classification, except as otherwise provided in this Agreement as follows:

Effective 5/1/22 \$8.90 per hour per employee (133 hour per month max. cap)
Hours paid for which contributions are due shall include regular and overtime hours plus those hours paid for as a result of any fringe benefits in the contract, such as paid holidays, paid vacations, and jury pay.

Payment is due on the tenth (10th) day of each month, for hours paid in the preceding month.

The County further agrees to pay only Health and Welfare monthly premiums for a period of three (3) months following a lay-off. Journeymen carpenters/crew leaders who voluntarily terminate their employment with the County, for any reason, shall not be eligible to receive the Health and Welfare benefit from date of termination.

Employee's eligibility for benefits shall be governed by the provisions of the Trust Fund and the Trust Agreement. The insurance for any employee who, on account of illness or injury, is not at work for full time and for full pay for the County on the date on which his insurance would otherwise become effective, shall not be made effective, shall not be made effective until his assumption of all duties pertaining to his employment at full time and for full pay.

The County agrees to be bound by the provisions of the Carpenters' Regional Council Health & Welfare Trust Fund Agreement, all amendments thereto, and all rules and regulations promulgated there under by the trustees, provided, however, that no such amendments or regulations will increase the County's cost above that which is provided in this agreement as the contribution into the Fund.

Article 4 - VACATION PAY

After one (1) year of employment for the County, each journeymen carpenters/crew leader will be entitled to ten (10) days paid vacation. Vacations can be scheduled in one (1) day increments with three (3) days advance notice; otherwise, two (2) weeks advance notice is required. These vacations will be taken at such times as will not interfere with the efficient scheduling of the Employer.

Article 5 – APPRENTICES

It is agreed that the COUNCIL and the COUNTY and any and all apprentices in the COUNTY'S employment, shall and will, be bound by all the terms and provisions of the CARPENTER'S APPRENTICESHIP TRAINING STANDARDS AGREEMENT and all subsequent amendments thereto.

The COUNTY shall contact the COUNCIL of their intent to hire an Apprentice or Apprentices. If the COUNCIL, cannot perfidy said Apprentice than the COUNTY may hire from other means as long as the new hire and the COUNTY abide by the obligations of any other indentured Apprentices.

All Apprentices shall have the same bargaining conditions as Journeymen except for Three (3) months of Health & Welfare shall not be paid at lay-off.

The Apprentices wages (percentage of Journeyman wages) and fringe benefits shall be as follows:

Classification	Wages	Health & Welfare capped at 133 hrs per month	Pension	Training	Total Empl
Journeyman	\$31.21	\$8.90	\$9.35		\$18.25
1st Term - 50%	\$15.61	\$4.45	\$4.68	\$0.50	\$9.63
2nd Term - 55%	\$17.17	\$4.90	\$5.14	\$0.50	\$10.54
3rd Term - 60%	\$18.73	\$5.34	\$5.61	\$0.50	\$11.45
4th Term - 65%	\$20.29	\$5.79	\$6.08	\$0.50	\$12.37
5th Term - 75%	\$23.41	\$6.68	\$7.01	\$0.50	\$14.19
6th Term - 80%	\$24.97	\$7.12	\$7.48	\$0.50	\$15.10
7th Term - 85%	\$26.53	\$7.57	\$7.95	\$0.50	\$16.02
8th Term - 90%	\$28.09	\$8.01	\$8.42	\$0.50	\$16.93

Note: Wages, Pension, and Training shall be paid for every hour worked; the Health & Welfare contribution shall be capped at 133 hours a month. Increases for the above scales shall be contractually on May 1st of each year.

It is also agreed that the COUNTY must have one (1) Journeyman carpenter with every two (2) Apprentices in an average size crew, but the Union understands that the County may need to use a ratio of one (1) Journeyman to three (3) Apprentices, and the County shall notify the Union when doing so.

The Union also recognizes the County as sole judge of an Apprentices qualification for employment and work ethics to maintain employment.

Article 6 –GRIEVANCES

SECTION 1: The purpose of this Section is to provide an opportunity to discuss differences and establish procedures for the processing and settlement of grievances. “Grievance” is hereby defined to be an alleged violation of a term of this Agreement, which may be brought by an individual member or a group of members (through Steps 1 and 2).

STEP 1: Any employee who believes that they have a justifiable complaint shall discuss the complaint with his or her immediate supervisor. This discussion is a required step in the grievance procedure prior to filing a written grievance. If no satisfactory settlement is reached within three (3) working days, from the date of the discussion with the supervisor the grievance may be advanced to Step 2.

STEP 2: The procedure in Step 2 shall be the presentation of the written grievance to Human Resources, signed by the grieving party within five (5) working days of knowledge of the alleged violation. Human Resources shall review the grievance, the Step 1 response, and any supporting documentation, within thirty (30) days of receipt of the Step 2 appeal. Within ten (10) days of review, Human Resources shall give its answer, in writing, to the Council.

STEP 3: The procedure in Step 3 shall be the presentation of the written grievance to the County Board Chairman, signed by the grieving party within five (5) days of the Step 2 response. The County Board Chairman or his/her designee shall review the grievance, the Step 2 response, and any supporting documentation, within thirty (30) days of receipt of the Step 3 appeal. Within ten (10) days of review, the County Board Chairman shall give his/her answer, in writing, to the Council.

STEP 4: If the grievance is not satisfied with the response in Step 3, the Council may request such grievance be disposed of by arbitration. If the parties cannot agree upon an arbitrator within ten (10) days, the parties shall request the Federal Mediation and Coalition Services (FMCS) to assign an arbitrator. The arbitrator to whom the grievance is submitted shall have authority to interpret and apply the provisions of this Agreement, but shall not have authority to alter, in any way, the terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding to the parties of this Agreement. The parties shall be equally responsible for the cost of the arbitration, and shall bear their own fees and costs, including attorney's fees. The arbitration hearing shall be conducted in accordance with the AAA Rules for Expedited Labor Arbitrations.

SECTION 2: The time limitations of the above Steps may be waived by mutual agreement. Failure of the grievant to advance the grievance within the time limits shall constitute a withdrawal of the grievance. Failure of the COUNTY or its representative to provide a response within the time limits shall constitute a denial of the grievance.

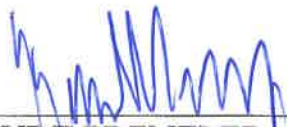
Article 7 - DURATION OF AGREEMENT AND FRAMEWORK FOR BARGAINING

This Agreement shall be effective May 1, 2022, until April 30, 2025. Should the Council wish to negotiate a successor agreement, it should submit a demand to bargain at least ninety (90) days prior to expiration of the Agreement. Upon receipt of a demand to bargain, the Parties shall meet within thirty (30) days to exchange proposals.

The signature of the County Representative shall denote that the County agrees to and shall comply with the provisions of this Agreement. The signature of the Council Representatives shall denote that the Council fully understands and shall comply with the provisions of this Agreement.

COUNTY OF MADISON

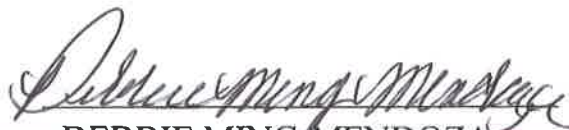
MID-AMERICA
CARPENTERS' REGIONAL COUNCIL



KURT PRENZLER, CHAIRMAN
MADISON COUNTY BOARD



GARY PERINAR
EXECUTIVE SECRETARY-TREASURER



DEBBIE MING-MENDOZA
MADISON COUNTY CLERK



RAY SCHWEGMANN
REPRESENTATIVE