

NORTHEAST OHIO CARPENTERS' AGREEMENT

2009-2013



OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

This Agreement spells out your terms of employment. It gives you rights and responsibilities. You are responsible for the observance of this Agreement. Unless it is observed, it cannot give you the protection it should.

It is, therefore, most important that all parties concerned insist on the terms of this Agreement.

Ohio & Vicinity Regional Council of Carpenters Member Code of Conduct

I will report to work on time with a positive attitude, knowledge and skills to perform my duties.

I will exhibit high standards of personal integrity, professional conduct and appearance.

I will strive to be productive, efficient and provide craftsmanship of the highest quality.

I will uphold the work rules, applicable By-Laws, and conditions of the Collective Bargaining Agreement.

I will demonstrate courtesy, respect, honesty and fairness toward all members, employers, customer/owners and other project personnel.

I will respect the equipment, property and abide by all policies of the customer/owner while on the jobsite.

I will not engage in or tolerate any form of discrimination or harassment.

I will comply with a uniform drug/alcohol program so to establish and maintain a drug/alcohol Free work environment.

I will while on company business not engage in any activity that is (or gives the appearance of being) unhealthy, unsafe, illegal, immoral or harmful to my coworkers, employer or customer/owner.

I will comply with all safety provisions set by OSHA, the state of Ohio, utilize safety equipment and practice safety procedures as specified.

I will make a commitment to acquire a minimum of 30 hours safety training and any skill or technical training offered by the employer or union.

I will stay current with all safety, skill, and technical training offered by the employer and union.

I will encourage a genuine spirit of teamwork and "lend a hand" to others when possible.

I understand and agree to abide by this member Code of Conduct.

Print Name _____ Local No. _____

Signature _____ Date _____

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CARPENTERS' AGREEMENT
2009-2013

THIS AGREEMENT is made and entered into as of the 1st day of May, 2009, by, between and among:

THE OHIO AND VICINITY
REGIONAL COUNCIL OF CARPENTERS,
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
3615 Chester Avenue
Cleveland, Ohio 44114

(the "Union")

and THE CARPENTER CONTRACTORS' ASSOCIATION
OF CLEVELAND, OHIO; THE MILLWRIGHT
EMPLOYERS ASSOCIATION OF CLEVELAND,
OHIO; THE DEEP FOUNDATION CONTRACTORS
ASSOCIATION; THE CONSTRUCTION EMPLOYERS
ASSOCIATION; AND THE AGC OF OHIO,
CLEVELAND DIVISION
950 Keynote Circle, Suite 10
Cleveland, Ohio 44131

and THE BUILDERS ASSOCIATION OF EASTERN
OHIO AND WESTERN PENNSYLVANIA
P.O. Box 488
Vienna, Ohio 44473

and THE OHIO VALLEY CONSTRUCTION
EMPLOYERS COUNCIL, INC.
21 Armory Drive
Wheeling, West Virginia 26003

and THE AGC OF OHIO, AKRON DIVISION/CONSTRUCTION
INDUSTRY DEVELOPMENT BOARD
2181 Akron-Peninsula Rd.
Akron, Ohio 44313

and THE BUILDERS EXCHANGE OF EAST
CENTRAL OHIO, LABOR RELATIONS DIVISION
2521 - 34th Street N.E.
Canton, Ohio 44705

(collectively, the "Employer")

The term “Employer” shall also include any employer who has given any of the foregoing employer associations (the “Associations”) the authority to bargain on its behalf and any employer who is not affiliated with any of the Associations, but which enters into a separate agreement with the Union, incorporating by reference therein, the provisions of this Agreement. Upon execution of this Agreement and upon request of the Union from time-to-time thereafter, the Associations shall provide the Union with a list of the Employers on whose behalf they executed this Agreement.

The term “Union” shall mean the Ohio and Vicinity Regional Council of Carpenters and the affiliated Local Unions of said Council within the jurisdiction of the Union and this Agreement. The jurisdiction of the Union and this Agreement shall cover ASHLAND, ASHTABULA, BELMONT, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE, GEAUGA, HARRISON, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LORAIN, MAHONING, MEDINA, MONROE, MORROW, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS AND WAYNE Counties in Ohio; except that with respect to Pile Drivers, the jurisdiction of the Union shall not include COLUMBIANA or JEFFERSON Counties and with respect to Millwrights, the Union’s jurisdiction shall also include HANCOCK, MARSHALL, OHIO and BROOKE Counties in West Virginia. The Union’s jurisdictional area is hereinafter for convenience referred to as the “Northeast Region.”

The term “Employee” or “Employees” shall mean the employees of the Employer for whom the Union is the collective bargaining representative.

WHEREAS, the purpose of the Employer and the Union in entering into this labor agreement is to set forth an agreement on rates of pay, hours of work and other conditions of employment, so as to promote orderly and peaceful relations between the Employers and their Employees represented by the Union and to achieve the highest level of performance consistent with safety, good health and sustained effort; and

WHEREAS, it is deemed desirable to enter into this Agreement to expedite such purposes;

NOW, THEREFORE, in consideration of the promises of the parties, one to another, it is agreed as follows:

ARTICLE I
RECOGNITION AND JURISDICTION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees who perform work within the scope of this Agreement and the Union recognizes the Associations as the bargaining agent for their members and any independent contractor who signs this Agreement or otherwise agrees to be bound by it and who employs Employees within the territorial jurisdiction of the Union as set forth in this Article I.

1.2 This Agreement covers all Employees performing work coming under the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America, as are more specifically set forth hereinafter in Section 1.3 of this Article and by decisions and agreements of record rendered, affecting the building industry, that were issued or entered into prior to the effective date of this Agreement by the Plan for the Settlement of Disputes in the

Construction Industry, or its successor set-up by the Building Trades Department of the AFL-CIO and various employers in the building and construction industry or which may be issued or entered into after the effective date of this Agreement, but such future decisions or agreements shall only be binding on the Union or the Employer if the Union or the United Brotherhood of Carpenters and Joiners of America is a member of the Building Trades Council at the time such decision is issued or agreement entered into. The Employer agrees to assign work in accordance with the jurisdictional claims of the Union as set forth herein, subject to decisions rendered and agreements of the Plan for the Settlement of Disputes in the Construction Industry, or its successor as qualified above. In the interest of promoting industrial peace and harmony in the construction industry, the Employer agrees to cooperate in the settlement of jurisdictional disputes. All parties agree to supply necessary information regarding jurisdictional disputes whenever they arise, if available.

1.3 The Employer recognizes the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as to all work which has historically and traditionally been performed by its members and recognizes the trade autonomy of the United Brotherhood of Carpenters and Joiners of America, consisting of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic, metal, fiber, cork or composition, and all other substitute materials, as well as the handling, cleaning, erecting, installing and dismantling of all machinery, equipment and all materials used by members of the United Brotherhood of Carpenters and Joiners of America. The jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners; Millwrights; Pile Drivers; Bridge; Dock and Wharf Carpenters; Divers; Underpinners; Timbermen and Core Drillers; Shipwrights and Boat Builders; Ship Hands; Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Lathers; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders regardless of materials used, and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing products used in the trade, and the handling, erecting and installing material on any of the above divisions or subdivisions, burning, welding and rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade. The Union claims its trade autonomy includes all new materials used as a substitute for materials traditionally used by members of the United Brotherhood. The trade autonomy of the Employees represented by the Union, therefore, extends over the divisions and subdivisions of the trade which are set forth as follows: The erection of Stran Steel section or its equal; the building and setting of all forms and centers for brick and masonry; the fabrication and erection of all concrete forms and decking, and the dismantling of same (per International Agreement) when they are to be reused; the fabrication, installation and fastening of all stay-in-place forms; the cutting and hanging of all falsework for fireproofing and slabs; where power is used in the setting or dismantling of forms, all handling and signaling shall be done by carpenters; the setting of wood templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; all framing in connection with the setting of metal columns; the setting of all bulkheads; the setting and fabrication of screed and stakes for concrete and mastic floors where the screed is notched or fitted or made-up of more than one (1) member; the making of forms for concrete blocks, bulkheads, figures, posts, rails, balusters and ornaments, etc.; the handling of rough lumber and drywall from the nearest point of distribution; the handling from the delivery truck of

fixtures, display cases, finished lumber, metal and plastic trim erected by the carpenters; the building and moving of all scaffolding, runways and staging where carpenters' tools are used; erection and dismantling of all scaffolding over fourteen (14) feet in height, including metal and specially-designed scaffolding; erection and dismantling of all scaffolding to and from the Employer's designated stock pile, including specially-designed scaffolding; the building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes and trestles; all shoring, razing and moving of buildings; the cutting or framing of the openings for pipes, conduits, etc. where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood; the laying-out, marking and installing of all inserts and sleeves for pipes, ducts, etc. where carpenters' tools and knowledge are required; the making and installing of all wooden meter boards, crippling and backing for fixtures; the installation of required rough blocking and all toilet accessories, including, but not limited to, grab bars, napkin dispensers, paper dispensers and receptacles, mirrors and soap dispensers; the welding of studs and other fastenings to receive material being applied by carpenters; the installation of all grounds, furring or stripping of ceilings and sidewalls, etc.; the installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds and windows; the erection of light-gauge metal framing; the setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used; the installation of all wood, metal or other substitutes of casings, molding, chair rail, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc.; the complete laying-out, fabrication and erection of stairs; the making and erecting of all fixtures, cabinets, shelving, racks, louvers, etc.; the mortising and application of all hardware in connection with our work; the assembling and setting of all seats in theatres, halls, churches, schools, auditoriums, grandstands and other buildings; all bowling alley work; the site manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors; the installation of all weather stripping, inside and outside; blinds; the installation of wood, plastic or metal awnings, door shelters, jalousies, etc.; the installation of all material used in drywall construction such as plasterboard, all types of asbestos boards, transite and other composition boards; the application of all materials which serve as a base for acoustic tile, except plaster; all acoustical applications as per National Decisions or specific agreements; the building of all barricades; the installation of rock wool, cork and other insulation material used for sound or weatherproofing; the removal for caulking and replacing of staff bead and brick mold and all oakum caulking, substitutes, etc. and other caulking in connection with carpenter work; the installation of chalk boards as per National Decisions and local agreements; the operation of all hand-operated winches used to raise wooden structures; the erection of porcelain enameled panels and siding; the sharpening of all carpenters' hand or power tools and the picking-up of tools, cords and materials as required by the carpenters to perform their work.

1.4 Resilient Floors. The term "Resilient Floors" shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with lino paste or glue compositions, or substitute material; and all hard tile floorcoverings, including ceramic tile, marble and its composites, dimensional stone, polyurethane, poured rubber and any other substitute material used to construct or install resilient floorcoverings on interior floors, walls or ceilings; all necessary preparatory work; scraping, sanding, filling of holes, nailing, laying of paper, self-leveling and all other underlayments and the spreading of pastes or any glue compositions or substitute material; and the sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized, waxed and buffed, either by hand or power machines.

1.5 Carpeting. The term “Carpeting” shall include any floorcovering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning or sound-proofing materials including, but not limited to, AstroTurf and similar products. It shall include all measuring, layouts, remaking, cutting, fitting, sewing, sizing, binding, laying and installation of same on the job or in the shop and all sewing, binding, surging and repairing of carpets, either by hand or power machines.

1.6 Drapery. The term “Drapery” shall include the handling, fitting, draping, measuring and installation of fixtures and other hardware for same.

1.7 Shades and Venetian Blinds. The term “Shades and Venetian Blinds” shall include all manner of making, measuring, repairing, sizing, handling and installation of necessary fixtures and hardware for same.

1.8 Linoleum Cutter and Stockroom Men. The term “Linoleum Cutter and Stockroom Men” shall include all cutting of materials for job contracts or store sales to be cut by lino cutter and the filling of all orders for materials furnished by contractor from stock or warehouse.

1.9 Sink Tops and Cabinets. The term “Sink Tops and Cabinets” shall include all metal trim and coverings for same; all cork, linoleum, linowall, congowall, VCT tile, plexiglass, vinawall tile, composition tile, plastic tile, aluminum tile, ceramic tile, rubber in sheets or tile form and the application thereof and all solid surface products. The Union’s jurisdiction extends to toilet partitions, backing and toilet accessories, and to cutting, modifying and installing surfaces and counters for sink applications, integral sink tops and under-mount sinks.

1.10 Millwrights and Machine Erectors. The term “Millwright and Machine Erectors” jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and

installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

1.11 Pile Drivers. The “Pile Drivers” jurisdiction shall mean the unloading, distribution, handling, preparation, splicing and welding, jetting, bailing, pumping or siphoning, driving, cutting and pulling of all types of piling, including, but not limited to, sheet, pipe, H-beam, corrugated shell, fluted, treated and untreated wood, auger cast, pressure injected or “bulb” piles and the drilling or driving of land caissons. The erecting, dismantling and unloading of pile driving equipment (including rigs, cranes, derricks and gin poles); floating docks; the cribbing and leveling of pile driving or drilling rigs; and the use of winches and valves not attached to the crane where the operator can control safely for pile driving operations. The underpinning, shoring and bracing of structures, trestling and dock work (including bumper guard installation, walers and capping). All diving, including salvage and inspection work.

1.12 When a carpenter is available, the carpenter shall be assigned to unload and distribute all materials under the Union’s jurisdiction. Other responsibilities of the carpenter shall include, but not be limited to, scraping and sweeping in the areas where the work is to be performed, and the cleanup and removal of all waste and materials used in connection with the work to the dumpster.

ARTICLE II **EMPLOYMENT REGULATIONS**

2.1 All Employers agree to comply with the rules and decisions of the Carpenters’ Joint Arbitration Board provided for in Article XIX, Step 4.

2.2 All contractors who are not members of any of the Associations must come to the office of the Union or one (1) of its regional offices in order to receive information concerning compliance with workers’ and unemployment compensation regulations; to negotiate a collective bargaining agreement with this Union; to discuss employment regulations; to post the bond and qualify to contribute to the Health Plan, the Pension Fund and the Carpenters’ Joint Apprenticeship and Training Program; to make the deductions and pay them into the Vacation Savings Fund (where applicable); and to make the deductions of working assessments and transmit all of the foregoing contributions and deductions to the appropriate collection system.

2.3 No Employee represented by the Union shall work for an employer who has not signed a collective bargaining agreement with this Union.

2.4 It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which the Employees represented by the Union shall work for the Employer in the Northeast Region.

2.5 Provided the employment is in accordance with the terms of this Agreement, the Union shall at all times furnish the Employer with all Employees requested by the latter upon a non-discriminatory basis, provided such Employees are reasonably available. The Employer retains the right to reject or accept the applicants for employment. The Employers covered by the Agreement shall not be required to hire Employees through the Union, or through its representatives, but may employ them directly; neither shall Employees be transferred from one Employer to another by the Union without the consent of the Employer for whom they are working. Notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with federal, state or local government laws, ordinances or regulations, and lawful requirements set forth in the proposed documents by users of construction services with respect to providing equal employment opportunity.

2.6 In the case of fire, theft or accidental occurrence not caused by the Employee's negligence on a job at any time, the Employer shall be responsible for the loss or damage of Employees' tools or clothing, not to exceed Five Hundred Dollars (\$500.00) for each individual's loss. Full financial compensation must be made (on presentation of a notarized statement) to each individual within thirty (30) calendar days after presenting such statement or at the time of discharge, whichever occurs first. Upon the request of the Employer, the affected Employee(s) will file a police report.

2.7 The Employer agrees at all times to comply with all state and federal laws and statutes pertaining to the workers' compensation laws of Ohio, unemployment insurance laws of Ohio, withholding tax and the Social Security Act. The Employer further agrees to provide Ohio workers' compensation or self-insurance and Ohio unemployment compensation for all Employees covered by this Agreement, regardless of the number of Employees employed by the particular Employer, and also agrees to file compensation claims promptly. The Employer further agrees to comply with all applicable health and safety laws.

2.8 An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight-time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. Since the Employee shall provide no services for said payment or perform any bargaining unit work, the Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

2.9 Employees shall be paid for actual parking expense incurred, up to Four Dollars (\$4.00) per day per man, provided that there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid receipt.

2.10 The Employer and the Union agree that they will not discriminate on the basis of race, color, religion, sex, age or national origin against any person with reference to recruitment,

hiring, promotion, demotion, transfer, rates of pay or other terms and conditions of employment, selection for apprentice training, layoff or termination of employment. The parties hereto agree that all membership in either the apprenticeship program or as a journeyman in the Union shall be based upon qualifications alone and without regard to race, color, religion, sex or national origin.

2.11 It is not the intent to discriminate by the use of gender; thus, any use of the masculine gender or pronouns shall be construed to include the feminine gender, as well.

2.12 On each project covered by this Agreement, the Employer may place any number of Employees the Employer chooses on the job provided the Employees maintain membership within the Union's geographic jurisdiction (*i.e.*, all 88 counties in Ohio, Boone, Bracken, Campbell, Grant, Kenton and Pendleton Counties in the State of Kentucky and Brooke, Cable, Hancock, Lincoln, Marshall, Ohio and Wayne Counties in West Virginia; the "OVRCC Territory"). In addition, the Employer may place on each project covered by this Agreement one (1) Employee who does not maintain membership within the OVRCC Territory. Thereafter, at least fifty percent (50%) of all Employees on each project shall be members of the OVRCC Territory and the Employer will maintain this ratio for the duration of each project's term. In the case of Employers who are signatory to an International Agreement, Employees shall be considered to maintain membership in the OVRCC Territory only if they are members in good standing of a local within the OVRCC Territory and do not regularly work for the Employer outside the OVRCC Territory.

2.13 Except in the case of emergencies, the use of personal pagers, cellular telephones and other communication electronic devices shall be prohibited during working hours. The use of the above-stated items shall not be restricted during recognized break times. In the event of family illness or pregnancy, Employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above-stated devices will be cause for one (1) written reprimand and a second (2nd) occurrence may be cause for dismissal.

2.14 If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

ARTICLE III **GENERAL WORKING CONDITIONS**

3.1 The Employer and the Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work. The operation of all new equipment or machines shall be a matter to be discussed and adjusted between the Employer and the Union.

3.2 No limitation or quotas shall be placed upon the amount of work that an Employee shall perform during the workday, nor shall there be any restrictions against the use of machinery, tools or labor-saving devices, provided such machinery, tools or labor-saving devices are operated by the Employees covered by this Agreement and comply with federal and state safety laws. In recognition of the OSHA Safety and Health Standards (29 CFR 1926/1910), requiring safety training and education, the Union and the Employer shall cause the Apprentice

Training Program jointly sponsored by them to offer training in the recognition, avoidance and prevention of unsafe conditions. This undertaking, however, shall not relieve any party of its obligation to provide the Employees with a safe place in which to work or the obligation to provide the training and education required by applicable law. Employees who fail to conduct themselves in a safe and careful manner shall be subject to disciplinary action, up to and including discharge. In no event, however, shall the Union be held liable for any injuries suffered by an Employee while at work.

3.3 Prison-made materials will not be used. Materials manufactured under conditions that are fair to the United Brotherhood of Carpenters will be given preference.

3.4 No Employer shall sublet or lump-out work covered by this Agreement or any part thereof to individual Employees. It shall be the duty of all parties to this Agreement to enforce the carrying-out of the provisions of this clause and all parties agree to cooperate to this end.

3.5 No person shall interfere with the Employees during working hours; however, the official Business Representatives of the Union may consult with the steward and all parties concerned in any question that may arise.

3.6 The Employer shall furnish a suitable room for the use of the Employees, for the purpose of keeping their tools and clothes and eating their lunch. The Employees shall keep the room clean. Such room is to be heated in cold weather. The room in which the tools of the Employees are kept shall be provided with a substantial lock.

3.7 Where special wearing apparel or footwear is necessary to perform certain work, the Employer shall furnish same to the Employees. This Section shall also include eye goggles, hard helmets and initial liner issued, safety gloves, rain apparel and glass for welding hoods to the Employees employed in all branches of the trade covered by this Agreement, and the Employer shall furnish any special provisions required for maintenance of said wearing apparel or footwear. Personal items such as helmet liners and boots shall be new or suitably clean before being issued to the Employees. Where necessary, a hard hat is to be worn as a condition of employment with the cost to be deducted from the Employee's wages if the hard hat is lost.

3.8 Wherever possible, all overtime work must be equally distributed. The steward shall see that all overtime work is equally distributed among the Employees on the job.

3.9 No Employee shall be expected or required to furnish special tools, power tools (including battery-powered tools) or equipment, nor shall he be required or permitted to rent such tools or devices to the Employer.

3.10 Employees must bring saws and other hand tools to the job in good cutting condition. It shall be the duty of the Employer to provide adequate facilities and time or services to sharpen saws or other hand tools for the Employees.

3.11 It is expressly understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall not be interpreted as being a part hereof. It is expressly understood that the Union reserves the right to discipline a member or members in accordance with the working rules or by-laws of the Union or

Constitution of the United Brotherhood of Carpenters and Joiners of America for violating any of the said working rules, by-laws or Constitution or this Agreement.

3.12 A suitable and sanitary toilet, properly secluded, shall be provided for the Employees on all work. On multi-floor buildings, said sanitary facilities will be flush toilets where practical. All Employees shall be required to use these facilities.

3.13 The Employer shall furnish potable drinking water with sanitary paper cups available and such shall be accessible on all work at all times.

3.14 When concrete pours are made on walls and supported slabs, a carpenter shall watch the forms for breakouts.

3.15 There will not be any organized coffee breaks, rest periods or other non-working time established during working hours; provided, however, that the Employees will be permitted to have personal thermos bottles of coffee or other non-alcoholic beverages which may be consumed during working hours at their designated work station in a manner that does not interfere with their work.

3.16 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property, and to provide a safe working environment. Towards those ends, the Employer and the Union have agreed upon the terms of a Joint Labor-Management Uniform Drug/Alcohol Program, copies of which may be obtained from the Employer or the Union and the contents of which are incorporated herein. The purpose of the program is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all Employees.

3.17 Employers are prohibited from paying for drywall installation work on a piecework basis. Employees are prohibited from accepting payment from Employers for drywall installation work on a piecework basis. Any Employer or Employee who violates this provision shall be subject to a severe fine and other penalties, including possible suspension, as designated by the Interior Systems Subcommittee, a committee to be chaired by a representative of the Construction Employers Association (who shall have a voice, but no vote) and composed of three (3) representatives selected by the Union and three (3) representatives selected by the appropriate Employer association and with any fines levied and collected being used for joint labor-management industry marketing.

3.18 Any individual working under the terms and conditions of this Agreement must be a bona fide employee and not a "one (1) person" company or independent contractor.

3.19 In accordance with applicable OSHA safety and health standards required safety and education, the Union shall make available to each Employee the 30-hour OSHA training course. All existing journeymen are required to complete the training prior to January 1, 2012 and all apprentices are required to complete the training within two (2) years of graduation from the apprenticeship program. In addition, all journeymen floorlayers are required to complete the INSTALL certification program prior to January 1, 2012 and all floorlayer apprentices are required to complete the certification prior to graduation from the apprenticeship program.

ARTICLE IV
PAY REGULATIONS AND REPORTING TIME

4.1 Pay Regulations. All Employees shall be paid on the day of the week designated as payday by the Employer. Not more than three (3) days' pay shall be held back from the regular work week and each Employee shall be paid in currency or guaranteed payroll check on the job and during working hours.

- A.** Payroll checks shall have a wage statement attached to each check and currency shall be in a sealed envelope which shall have a wage statement on its face. The wage statement must include all of the following items:
 - i.** The name and address of the Employer.
 - ii.** The name of the Employee.
 - iii.** The date the weekly pay period ends.
 - iv.** The number of hours worked during the pay period and the applicable wage rate(s) paid.
 - v.** The gross amount of wages.
 - vi.** The amount of income tax withheld.
 - vii.** The amount of Social Security tax withheld.
 - viii.** Any other deductions.
 - ix.** The net amount of money enclosed.
 - x.** A statement that the proper credits to the Carpenters' Hospitalization and Pension Funds as per agreement are being paid.

- B.** The Employer and the Union recognize the growing use of direct deposit and other forms of electronically transferred funds. Any Employer who desires to use any such payment method should contact the Union for further discussion thereof.

4.2 Reporting Time. If Employees report on a job with tools after being sent from the Union upon request of the Employer, or after having been requested to report by the Employer and are not employed, the Employer shall pay to each of such Employees wages for four (4) hours for so reporting. This shall not apply when weather conditions prevent Employees from performing their duties.

4.3 Layoff.

- A.** All Employees discharged from work must be notified by the working foreman or other representative of the Employer on the job during working hours and shall receive pay in full at that time. An Employer whose principal place of business is located within the Northeast Region's jurisdiction may pay a laid-off Employee by mailing a check to the Employee's home address no later than the next business day following the layoff. If any such check is postmarked beyond the next business day following the layoff, a two (2) hour penalty shall be assessed against the Employer. An Employer whose principal place of business is located outside of the Northeast Region's jurisdiction must pay all laid-off Employees, in full, on the day of the layoff. Notification of discharge must be no later than one-half (½) hour prior to the end of the working day; and after the Employee has picked-up his tools and belongings, he shall then leave the job. Employees shall receive not less than a full day's pay for the day of discharge. All Employees who quit will be paid on the next regular payday. All discharged Employees shall, at the same time they receive their pay, receive a written statement of separation giving the reason for discharge and signed by the working foreman or other representative of the Employer. If Employees are discharged by telephone, telegram, letter or other means of communication while off the job site, the show-up rate shall be paid for picking-up tools and personal belongings, if required to return. When an unplanned layoff occurs or when a job ends at a time when the Employer's office is closed, layoff checks will be available for pick-up at the Employer's office by Noon on the following business day. In the event the checks are not picked-up by the end of the business day, the checks will be mailed the same day.
- B.** Any Employer failing to comply with these requirements will be subject to a penalty of waiting time as follows: The Employee's pay shall continue on a straight-time basis until payment is made, not to exceed one (1) day's pay for any twenty-four (24) hour period of waiting.

4.4 Show-Up Pay. An Employee who reports for work, without prior notification from the Employer not to report for work, shall be paid Forty-Five Dollars (\$45.00) without benefits. If an Employee commences work, weather permitting, and works in excess of two (2) hours, the Employee shall be guaranteed an additional two (2) hours' pay. Employees must report and be available for work at the starting time of the shift to be covered by this provision. An Employee shall not be required to work under any condition that may endanger his health or safety.

ARTICLE V
HOURS PER DAY

5.1 6:00 A.M. on one (1) day until 5:59 A.M. on the next day shall constitute a workday. Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M., with one-half (½) hour for lunch, Monday through Friday inclusive. This shall be known as the regular work week. Lunch shall be scheduled between the 3rd and the 6th hour of the shift; provided, however, that when necessary (*e.g.*, when pouring concrete), the Employer may require its Employees to take lunch at staggered times during such interval.

5.2 The Employer may, at its option, and upon notification to the Union, establish a regular workday on a job site with the starting time of 6:00 A.M. and quitting time of 2:30 P.M. Under this provision, job starting times may be established between the hours of 6:00 A.M. and 9:30 A.M. Other special rates or hours of work may be negotiated on jobs where unusual conditions prevail.

5.3 Nothing in this Agreement shall be construed as guaranteeing an Employee eight (8) hours per day or forty (40) hours per week. The Employer must establish the scheduled starting time for the next week no later than the preceding Friday.

5.4 The Employer may, at its option, and with prior notice to the Union, establish a regular work week schedule of four (4) consecutive ten (10) hour days; provided each such day starts between 6:00 A.M. and 9:30 A.M. In the event of a lost day Monday through Thursday while working four (4) consecutive ten (10) hour days, Friday will be considered a make-up day at the straight-time rate, provided the tending craft(s) also have a Friday make-up day or there are only carpenters on the work site. Employees who inform their Employer on Thursday that they do not wish to work a Friday make-up day will not be penalized. If required, a replacement worker will be sent by the Union to be compensated at the crew's rate. Jobs scheduled for four (4) tens (10) shall be worked as four (4) tens (10) for the entire calendar week.

5.5 Employees shall be at their designated work station at the starting time and shall remain at their station of work (as designated by the Employer) performing their assigned duties under the supervision of the Employer until quitting time, except for a period of time which will permit a full thirty (30) minutes for eating lunch. It is the intent of the parties that there be a full day's work for a fair day's wage. When working more than ten (10) hours in a day, there shall be a non-organized break at a mutually-agreed time for a break of fifteen (15) minutes with no loss of pay or productivity.

5.6 **Overtime/Holidays.**

- A.** All overtime work performed Monday through Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate.
- B.** Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday (except where an observed holiday falls on a workday), Saturday may be worked at straight-time to make-up the lost time, provided the tending craft(s) also have a Saturday make-up day or there are only carpenters working on the job site. If an Employee is called

out on Saturday, a minimum of four (4) hours of work is guaranteed. However, if an Employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job, he shall be paid Forty-Five Dollars (\$45.00) travel expense.

- C. Work performed on Sundays and holidays shall be paid at two (2) times the straight-time hourly rate.
- D. There shall be no pyramiding of overtime rates and double (2) the straight-time hourly rate shall be the maximum compensation for any hour worked.
- E. The observed holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the observed holidays fall on a Sunday, they shall be observed as the Federal Government observes the holiday.
- F. There shall be no work on Labor Day, except in special cases of emergency.

ARTICLE VI **SHIFT WORK**

6.1 When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7-½) hours and receive eight (8) hours' pay at the regular straight-time hourly rate. The third shift shall work seven (7) hours and receive eight (8) hours' pay at the regular straight-time hourly rate. All shifts worked shall receive eight (8) hours of fringe benefits.

6.2 When shifts are required while working a four (4) tens (10) schedule, the first shift shall work ten (10) hours at the regular straight-time rate. The second shift shall work nine and one-half (9-½) hours and receive ten (10) hours' pay at the regular straight-time rate. All shifts worked on a four (4) tens (10) basis shall receive ten (10) hours of fringe benefits.

6.3 A thirty (30) minute unpaid lunch period shall be scheduled at the midpoint of the scheduled work shift.

6.4 The first shift shall begin between 6:00 A.M. - 9:30 A.M.; the second shift shall begin between 2:30 P.M. - 6:00 P.M.; and the third shift shall begin between 10:00 P.M. - 1:30 A.M. Shifts shall not overlap. An Employer may work a second or a third shift without a first shift.

6.5 All other time worked before or after the regular established shifts set forth above shall be paid at the appropriate overtime rate as provided by Article V, Section 5.6, except for Sundays and holidays when the rate shall be double (2) the straight-time hourly rate.

6.6 When, for reasons beyond the control of the Employer, it is impossible to work a crew in the daytime, namely work in occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at second shift wage rates.

6.7 During the regular work week when men are transferred from a shift to a different shift during a different working day and where there is an intervening shift, both worked shifts shall be paid at the respective straight-time hourly rates.

ARTICLE VII **SPECIAL RATES**

7.1 Employees working in driven tunnels and subways, under air pressure, shall be paid Fifty Cents (\$.50) per hour over the regular rate. This rate is to cover all Employees in all branches of the trade covered in this Agreement.

7.2 Employees working on new bowling alley work, repair and/or maintenance shall receive Forty Cents (\$.40) per hour over the regular rate agreed upon.

7.3 Employees working on swinging scaffold (swinging scaffold is suspended by rope and pulley) shall receive Twenty-Five Cents (\$.25) per hour over the regular rate.

7.4 No part of this Agreement shall be construed to permit or waive any specific or general requirements of federal or state safety requirements.

ARTICLE VIII **CHECKOFF OF DUES OR ASSESSMENTS**

During the life of this Agreement, each Employer agrees to deduct membership dues, levied by the Union in accordance with its constitution and by-laws, from the pay of each Employee from whom it has on file an unrevoked "Authorization and Direction" form for checkoff of dues. For the purpose of filing such "Authorization and Direction" forms, the Employer regards the files of the Union as its own and expressly authorizes the Union to retain in its possession and files "Authorization and Direction" forms for dues checkoff addressed to the Employer. Deductions shall be made only in accordance with provisions of said "Authorization and Direction" form and in the amount of three percent (3%) (four percent (4%) in the case of Millwright and Pile Driver work) of the gross wage per week or such other amount as the Union may from time-to-time designate in writing. The monthly contribution period and report by the Employer shall end with and include the last full week pay period of the month. Payment and reports for each monthly contribution period shall be mailed or delivered to the appropriate Fringe Benefit Funds Office on or before the fifteenth (15th) day of the following month. The Union shall indemnify and save harmless each Employer against any claim made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

ARTICLE IX
FOREMEN

9.1 The working foreman is selected by and is the representative of the Employer, whose duties shall be under the jurisdiction of the Employer. Working foremen must hold membership in the Union for at least one (1) year.

9.2 When there are four (4) Employees on a job, at least one (1) shall be recognized as a working foreman and must be paid not less than the appropriate foreman rate. The working foreman must be in the same trade as the crew to which he is assigned (*i.e.*, a foreman on a carpenter job must be a carpenter, a foreman on a millwright job must be a millwright, etc.) and/or otherwise qualified to perform the necessary work.

9.3 A general foreman must be paid the appropriate general foreman rate. A general foreman shall be guaranteed forty (40) hours per week and shall be paid for all holidays if they are celebrated Monday through Friday.

9.4 The superintendent, or any member of management, must give his instructions to the general working foreman, who shall, in turn, instruct the Employees as to their duties.

ARTICLE X
FAVORED NATIONS CLAUSE

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions other than those contained in a market retention agreement shall automatically be extended to all Employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision. In the event of a Project Labor Agreement, the Union agrees to include the appropriate Employer Association(s) in any and all discussions that vary from the terms and conditions of this Agreement. The Union may sign PLAs provided there are no added responsibilities upon the Employers signatory to this Agreement. The Employer Associations will designate a PLA committee for the purpose of these negotiations.

ARTICLE XI
TRAVEL EXPENSES

There shall be no traveling time allowed the Employees in connection with employment within the jurisdiction of the Union; except when the Employees are moved from shop to job or job to job during working hours, they shall be paid the wages provided for in the Appendix for that area.

ARTICLE XII
STEWARDS

12.1 There shall be a steward for each Employer on each job site who shall be the representative of the Union and who shall be selected by the Union. Unless the Union and the Employer otherwise agree, when an Employer is working on multiple job sites (even if part of

the same overall project), the Union, following consultation with the Employer, shall have the right to appoint a steward for each job site from the Employees on the job. The steward must be in the same trade as the crew to which he is assigned (*i.e.*, a steward on a carpenter job must be a carpenter, a steward on a millwright job must be a millwright, etc.) and otherwise qualified to perform the necessary work. For Employers whose principal place of business is outside of the Northeast Region's jurisdiction, the Union shall have the right to place a steward on the job.

12.2 When an Employee is injured in the shop or on the job, the steward shall take charge of the Employee and see that he is given first aid in the Employer's office, and if seriously injured, taken to the hospital by qualified medical personnel. The Employer will designate a person to accompany the injured worker, if necessary. The steward shall make a complete report to the Employer and the Union on the accident. The steward shall be paid for his time while giving first aid to the injured Employee and taking care of his tools and clothing. The injured Employee will be paid in full for the day of the injury.

12.3 The steward shall be the last Employee to be discharged when the job has been completed with the exception of one (1) working foreman. The steward shall be the last Employee laid-off during a temporary work shortage and shall be the first Employee called back when work resumes. The steward shall not be transferred from a job while Employees remain on the job. When all Employees are transferred from the job on a temporary basis, the steward must be retained with the Employees and shall be the first Employee after the foreman to return to the original job.

12.4 The steward shall not be discriminated against for performance of his duties in any way.

12.5 The steward will be given time to check the job for compliance with this Agreement.

12.6 The steward will allow an agreed time for the Employees to be in the shanty at lunch.

12.7 Stewards shall not be removed from any job without consulting the Union.

12.8 After a complaint is received, the steward may examine pay envelopes or checks on the job to determine if the Agreement is being complied with.

12.9 The Employer and the steward shall cooperate in all matters covered by this Agreement.

ARTICLE XIII **WORK ASSIGNMENTS**

Upon request of the Union, the Employer shall make known its intent as to which trade it will use to perform work under which a jurisdictional dispute may arise and shall provide the Union with separate notice of and an opportunity to attend and participate in any pre-job or pre-construction meetings at which work assignments may be discussed. When there is a question as to several trades, the Employer shall consult with them before making the assignment. The Employer will encourage its subcontractors to follow the same procedure.

ARTICLE XIV
SUBCONTRACTOR CLAUSE

The Employer agrees that it will not enter into subcontracts for any work covered by this Agreement to be done on any site of construction, alteration or repair of a building, structure or other work with any Employer who does not have a signed Agreement with the Union.

ARTICLE XV
UNION SHOP CLAUSE

All Employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing of the Union in conformity with law as a condition of employment during the term of this Agreement. All other Employees shall be required to become and remain members in good standing of the Union, in conformity with law as a condition of employment, on the eighth (8th) day following the date of their respective employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later.

ARTICLE XVI
PICKET LINES

16.1 The Employer agrees that its Employees will not be required under penalty of discharge or discipline of any kind to walk through or cross in any manner any picket line maintained by any labor organization, and any refusal to cross a picket line singly or in concert shall not constitute a breach of this Agreement. In case of an emergency endangering property or life, permission will be granted to cross such picket lines.

16.2 The Employer further agrees that in the event any picket line by any labor organization is placed around its premises or in front of any entrance to its premises, it will not require its Employees under penalty of discharge or discipline of any kind, to walk through or cross in any manner the said picket line, singly or in concert and any refusal to cross such picket line, singly or in concert, shall not constitute a breach of this Agreement.

ARTICLE XVII
APPRENTICE TRAINING

17.1 Purpose. In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for the employment of apprentices is hereby recognized, and the employment and proper training of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by the Employer and the Union.

17.2 Administration. The apprentice program shall be administered by the Northeast Ohio Carpenters' Joint Apprenticeship and Training Program Committee (hereinafter sometimes called the "Joint Apprenticeship Committee"), composed of an equal number of representatives from the Union and the Employer associations who are parties to the Northeast Ohio Carpenters' Joint Apprenticeship and Training Trust Fund Agreement. There shall be equal representation from said Employer associations and the Union at all times.

17.3 JAC Duties. The Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they deem necessary, and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, hours and working conditions of duly-qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement. The Joint Apprenticeship Committee shall formulate and submit recommendations regarding apprenticeship wages to both the Employers' and the Union's negotiating committees. Final settlement of wages, however, shall be determined jointly through this Agreement and shall remain in effect throughout the term of this Agreement.

17.4 Apprentice Ratios. It is agreed that each Employer shall employ a ratio of one (1) apprentice, when available, to four (4) journeymen on each specific job on which the Employer works. Apprentices shall be assigned to the individual Employers by the Joint Apprenticeship Committee. When layoffs occur, the apprentices may be laid-off in the same ratio as when hired.

17.5 Apprentice Applicants. Applicants for apprenticeship shall be of good moral character, at least seventeen (17) years of age and capable of performing the work of the trade.

17.6 Apprentice Instruction. The hours of work for an apprentice shall be the same as those for the journeyman. In assigning work to apprentices, consideration shall be given to the variety of work necessary to develop skill in all phases of the trade. At no time shall an apprentice be allowed to work if it interferes with his attendance at related instruction classes.

17.7 Funding. Each Employer within the jurisdiction of the Union shall pay into the said Northeast Ohio Carpenters' Joint Apprenticeship and Training Program Trust Fund the amount of Thirty-Four Cents (\$.34) per hour effective May 1, 2005. It is understood that the payments into this Fund shall be used only for the purposes as set forth in the agreement executed by the parties thereto.

17.8 State-Wide Plan. The Employer agrees that it will discuss at any time with the Union and with the Trustees of the Northeast Ohio Carpenters' Joint Apprenticeship and Training Program Trust Fund participation in a state-wide apprenticeship and/or training program(s); and if such appears to be beneficial to all parties concerned, participate in such program(s).

ARTICLE XVIII **JOINT TRADE BOARD**

A Joint Trade Board shall be established consisting of representatives from the Employers and the Union which will meet at stated intervals and provide a forum to discuss changes and problems as they arise in our industry. A committee with equal representation from the Employers and the Union shall draft the rules and regulations of the Board.

ARTICLE XIX
ADJUSTMENT OF GRIEVANCES AND SETTLEMENT OF DISPUTES

The following procedure shall be followed for the purpose of adjusting grievances except the matters covered in Step 4.ii. In addition, Steps 1, 2 and 3 shall not apply to disputes which arise out of matters that are general in nature and do not apply to a grievance of only a particular Employee.

- A.** Step 1. An aggrieved Employee shall notify the steward of his grievance and the steward shall discuss the grievance with the working foreman or job superintendent in an effort to resolve the dispute.
- B.** Step 2. In the event the grievance is not resolved by the close of the working day following the day the steward brings the grievance to the attention of the foreman or superintendent, the Business Representative of the Union and the Executive Secretary of the appropriate Employer association, or its designated representatives, shall discuss the grievance in an effort to resolve the dispute.
- C.** Step 3. In the event the grievance is not resolved in Step 2 within three (3) working days after the grievance has been initiated by the steward, then the grievance shall be reduced to writing, dated and signed by the aggrieved Employee or Employees and the steward and presented to the Joint Arbitration Board. If the grievance is not presented to the Joint Arbitration Board within five (5) working days after the expiration of the time period specified hereinabove, the grievance shall be deemed waived and abandoned. The parties hereto may, by mutual agreement, extend the time period within which a grievance must be presented to the Joint Arbitration Board.
- D.** Step 4.
 - i.** There shall be a Joint Arbitration Board, consisting of three (3) members of the appropriate Employer association and three (3) members of the Union. The Board shall be constituted and shall select a Chairman and a Secretary promptly after the execution of this Agreement. Should any dispute or disagreement arise between the parties hereto which has not been settled in one (1) of the above Steps (except as hereinafter in this Section provided) either party, within five (5) working days, may request a meeting of the Board, in writing, directed to the Chairman or Secretary of the Board stating the object or objects for which the meeting is to be called. A copy of the request shall also be sent to the Employer, or to the Union, as the case may be.

The Board shall meet within three (3) days after the receipt of such a request upon the call of either the Chairman or Secretary. Four (4) members of the Board shall constitute a quorum; two (2) from the Employer and two (2) from the Union. At the request of either party, legal counsel may be present for both parties but will not be considered a part of the Board. Neither side shall cast more ballots than the other. A decision shall require a majority vote of those present and entitled to vote as hereinbefore provided.

- ii. Neither the Joint Arbitration Board nor the Board of Umpires hereinafter provided for shall have authority to consider a deal with or make awards with regard to jurisdictional disputes as hereinafter described nor with regard to charges of unfair labor practices arising under the National Labor Relations Act, as amended from time-to-time. However, the parties may, by mutual consent, refer charges of unfair labor practices to the arbitration procedure provided herein. In which case, the award may include reinstatement and/or back wages where such are called for. Nothing in this Agreement shall be construed as allowing arbitration of the terms and conditions of any contract or agreement to be entered into upon a termination or expiration of this Agreement or of any change or modification of an existing agreement, whether or not proposed at the time provided in Article XXIX relating to Duration and Modification, contained in this Agreement.

E. Step 5.

- i. Should any dispute or disagreement (except as above set forth in Subsection ii., Step 4 of this Article) arise between the Employer and the Union and a definite settlement of the same be not arrived at by the Joint Arbitration Board, it shall be submitted to a Board of Umpires, comprised of one (1) representative of the Employer and one (1) representative selected by the Union and a third member to be selected by the two (2) thus chosen, for decision by such Board of Umpires by a majority vote. In the event that these two (2) members cannot agree upon a third member of the Board of Umpires within three (3) days after their appointment, the third member shall be selected in

accordance with the rules of either the Federal Mediation and Conciliation Service or the American Arbitration Association, as the parties may elect.

- ii.** With respect to jurisdictional disputes between the Union and any other union growing out of demands for the same work by both unions, the parties to this Agreement agree to abide by the Plan for the Settlement of Disputes in the Construction Industry, or its successor set-up by the Building Trades Department of the AFL-CIO, which are hereby made a part of this Agreement by reference and to abide by the award of said Board.
- iii.** Pending the conclusion of arbitration on all matters (except those which are excepted in Subsection ii. of Step 4 of this Article), there shall be no stoppage of work, slowdown or other curtailment, interruption or interference with work and should work be stopped, curtailed or interfered with by either party, the officers of each party agree to immediately direct the cessation of such stoppage, curtailment or interference and order the resumption of the work. Decisions made by a majority of the members of a Joint Arbitration Board or Board of Umpires, as the case may be, shall be final and binding on both the Union and the Employer and may be enforced in any court of competent jurisdiction. Furthermore, each party agrees to carry-out the decision, finding or award made by the Umpires or a majority of them. Such decision, finding or award shall be made in writing and shall be signed by the Umpires making the same, and a signed copy shall be delivered forthwith to each party. Any party that is required to enforce an arbitrable decision through appropriate legal action shall also be entitled to recover the costs of enforcement, including attorneys' fees, incurred by it in connection therewith. In the event the Employer fails or refuses to comply with the decision of the Joint Arbitration Board or the Board of Umpires, then the Union shall have the right to refuse to provide manpower to said Employer without same being considered a breach of this Agreement.

- F.** The foregoing notwithstanding, with respect to claims or grievances by the Union containing allegations of alter-ego, the

Union may, but shall not be required to, pursue such claims or grievances through the procedures set forth in this Article XIX. In the event the Union elects not to pursue such claims or grievances through the procedures set forth in this Article XIX, the Union may instead resort to litigation without first exhausting such procedures.

ARTICLE XX
SPECIAL PROVISION

In the event that any provision of this Agreement shall at any time be declared invalid by any court or board of competent jurisdiction, such decision shall not invalidate the entire Agreement. It being the expressed intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

ARTICLE XXI
OTHER AGREEMENTS

Various additional/alternative agreements exist which govern the performance of work falling within certain specialty subtrades, such as Floor-Laying work, Shingling, Demountable Partitions work, Light Gauge Metal Framing work, Trade Show work, Overhead Door work and Residential work. Copies of such agreements may be obtained from the Union. All work within the subtrades for which special agreements exist shall be performed in accordance with the terms of those special agreements. For the purpose of preserving markets traditionally served by the construction industry, a Market Retention program, a Special Multi-Unit Project Agreement and a Target Advancement Program also exist. For complete information, contact the Executive Secretary/Treasurer of the Union or one of his representatives. Except for the additional/alternative agreements listed herein (or agreed to by the Union hereafter), no other agreements with the Union shall have any further force or effect, including, in particular any so-called Market Recovery Addendum that purports to allow an Employer to pay rates lower than those set forth herein without the express, written consent of the Union's Executive Secretary-Treasurer or his designee.

ARTICLE XXII
GOVERNMENT-FUNDED RESIDENTIAL WORK

Anything in this Agreement to the contrary notwithstanding, on publicly-funded residential construction projects (defined as the construction, alteration or repair of residential units, such as single-family dwellings, duplexes, row houses and related buildings of four (4) stories or less to which the Davis-Bacon Act, as amended, 40 U.S.C. 276, *et seq.*, applies), the Employer may pay its Employees the prevailing rate of wages and benefits as determined from time-to-time by the U.S. Department of Labor, but in no event less than sixty-five percent (65%) of the journeyman carpenter's rate (including fringe benefits) then prevailing under this Agreement. No Employee shall be required, however, to work on such publicly-funded residential construction projects and no Employee who declines to do so shall be disciplined or penalized in any way.

ARTICLE XXIII
MANAGEMENT RIGHTS

It is mutually agreed that the Employer, in addition to general rights to manage, shall have the right of mobility and manpower within the Northeast Region.

ARTICLE XXIV
WAGE RATES, CONTRIBUTIONS AND
DEDUCTIONS, SHIFT WORK AND
OTHER ITEMS NOT COVERED

24.1 Fringe Benefit Funds. The Employer agrees to participate in and make contributions towards the appropriate fringe benefit funds (the "Fringe Benefit Funds") as set forth in the attached Appendices, the contents of which are hereby incorporated herein.

24.2 State-Wide Work. The Employer agrees that it will discuss at any time with the Union and with the trustees of the hospitalization and pension funds participation in a state-wide pension and/or health and welfare plan, and if such appears to be beneficial to all parties concerned, participate in such a plan.

24.3 Bonds. Each Employer of ten (10) or fewer Employees shall be required to post with the Union a bond of Twenty-Five Thousand Dollars (\$25,000.00) to secure wages, working assessments where such exist, or may come into existence at any time during the period of this Agreement (or the period or periods of any renewal or extension of this Agreement) and the Employer's contributions, including delinquency assessments thereon, and the deductions from the Employee's wages, payable by, or to be deducted by, the Employer as the case may be, under the terms of this Agreement. Each Employer of eleven (11) to twenty-five (25) Employees shall be required to post with the Union a bond of Seventy-Five Thousand Dollars (\$75,000.00) to secure wages, working assessments where such exist (or may come into existence at any time during the period of this Agreement or the period or periods of any renewal or extension of this Agreement), and the Employer's contributions, including delinquency assessments thereon, and the deductions from the Employee's wages, payable by, or to be deducted by, the Employer, as the case may be, under the terms of this Agreement. Each Employer of twenty-six (26) or more Employees shall be required to negotiate with the Union an appropriate bond, to secure the same items and matters as provided in this Section, which bond shall in no event be less than One Hundred Fifty Thousand Dollars (\$150,000.00). All surety bonds to be furnished under this Section shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in form satisfactory to the Union. For Employers who become signatory to this Agreement after April 30, 2005 and who have not yet posted the bond required by this Section, the Union shall have the right to place a steward on the job until such time as the required bond has been posted. When an Employer becomes delinquent and the delinquency exceeds the level of the Employer's bond, the Union will remove the Employer's manpower until the issue is resolved. In those cases where an Employer has no bond and is paying weekly, the Employer must become current or its manpower will be removed. Once the Employer becomes current, it must obtain an appropriate bond. All Employers who become signatory to this Agreement after January 1, 2008 shall post a bond in the amount that is appropriately described above. The option to pay weekly no longer exists for new Employers.

24.4 Audits. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Fringe Benefit Funds referenced in the attached Appendices. The audit or examination shall be performed by the appropriate Fringe Benefit Fund(s) auditor or by its/their agents; provided, however, at the Employer's request and own expense, such audit or examination shall be performed by an independent certified public accountant acceptable to the Fringe Benefit Fund(s). If, as a result of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) is discovered, the trustees of the Funds may assess their costs in performing the audit or examination to the Employer, and said costs shall be collectible as any other amount due from the Employer to the Funds.

24.5 Rights and Powers of Trustees. The respective trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the Fringe Benefit Funds referenced in the attached Appendices shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the trustees in the collection of contributions due from said delinquent Employer. The trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.

24.6 Pension Fund Contributions. The contributions designated "PENSION" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the OHIO CARPENTERS' PENSION FUND (sometimes referred to in this Agreement as the "Pension Fund") established under an Agreement and Declaration of Trust dated May 1, 1962, as amended from time-to-time.

24.7 Health Plan Contributions.

- A. Except for Appendix D, the contributions designated "HEALTH CARE" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the OHIO CARPENTERS' HEALTH AND WELFARE PLAN (sometimes referred to in this Agreement as the "Health Plan") established and maintained under an Agreement and Declaration of Trust dated May 1, 2008, as hereafter amended from time-to-time.
- B. The contributions designated "HEALTH CARE" in SECTION 1 of Appendix D, only, referred to below and incorporated herein are contributions to the CLEVELAND AND VICINITY

CARPENTERS' HOSPITALIZATION PLAN (sometimes referred to in this Agreement as the "Health Plan") established and maintained under an Agreement and Declaration of Trust dated May 1, 2008, as hereafter amended from time-to-time.

24.8 Annuity Fund Contributions. The contributions designated "ANNUITY" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the OHIO CARPENTERS' ANNUITY FUND (sometimes referred to in this Agreement as the "Annuity Fund") established under an Agreement and Declaration of Trust dated May 1, 1994, as amended from time-to-time.

24.9 Apprentice Training Contributions. The contributions designated "APPRENTICE TRAINING" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the NORTHEAST OHIO CARPENTERS' JOINT APPRENTICESHIP AND TRAINING TRUST (sometimes referred to in this Agreement as the "Apprenticeship and Training Program") established under an Agreement and Declaration of Trust dated July 1, 1989, as amended from time-to-time.

24.10 U.B.C. Training Fund. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of Ten Cents (\$.10) per hour worked for each Employee covered by this Agreement to the Carpenters International Training Fund ("Training Fund"). Payment shall be made to the Carpenters International Training Fund on or before the fifteenth (15th) day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust; however, no action under said Agreements and Declarations of Trust can increase the Employer's contributions detailed in this Agreement with the Employer's consent. The Employer's liability shall be limited to making such contributions. The contributions designated "U.B.C. TRAINING FUND" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the Training Fund.

24.11 U.B.C. INSTALL Fund. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of Two Cents (\$.02) per hour worked for each Employee covered by this Agreement performing floor-laying or wall covering work to the International Labor-Management Committee for the Floor and Wall Covering Industry (the "U.B.C. INSTALL Fund"). Payment shall be made to the U.B.C. INSTALL Fund on or before the fifteenth (15th) day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the U.B.C. INSTALL Fund as they exist and as they may be amended or restated; and to such rules, regulations and other governing documents adopted pursuant to such Trust. Upon request, the Employer may receive the latest annual report prepared for the U.B.C. INSTALL Fund. The contributions designated "U.B.C. INSTALL FUND" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the U.B.C. INSTALL Fund.

24.12 When Contributions Due. The contributions and deductions designated in SECTION 1 of the Appendices referred to below and incorporated herein shall be due on the first

(1st) day of each calendar month for the preceding calendar month and shall be sent not later than the fifteenth (15th) day of the applicable month, except as herein provided, as follows: For all Appendices other than Appendix D, all contributions, deductions and an appropriate reporting form shall be sent to Key Bank, Post Office Box 74427, Cleveland, Ohio 44194. For Appendix D, all contributions, deductions and an appropriate reporting form shall be sent to the Carpenters' Service Office, 3611 Chester Avenue, Cleveland, Ohio 44114-4622.

24.13 Weekly Payors. Any Employer who is required to mail weekly payments as hereinafter provided shall send its payments not later than one (1) week after the last pay date and the monthly report not later than the fifteenth (15th) day of the month on a weekly basis as follows: For all Appendices other than Appendix D, to the Ohio Carpenters' Fringe Benefits Office. For Appendix D, to the Carpenters' Service Office.

24.14 Delinquency Penalties. Any Employer who is delinquent in making its payments as herein required or who fails to file an accurate and acceptable monthly report by the fifteenth (15th) day of any month shall be charged a delinquency assessment of ten percent (10%) of the amount due for the first (1st) week or first (1st) month, as the case may be, and five percent (5%) for each week or month thereafter.

24.15 Right to Increase Bond Requirements. Whenever an Employer is delinquent, the Union may either (a) require such Employer to post a larger bond; or (b) require the Employer to pay the contributions and deductions payable by the terms of the applicable Appendix, either in cash or by certified check, weekly as follows: For all Appendices other than Appendix D, to the Ohio Health and Welfare Fund, 6281 Youngstown Warren Road, Niles, Ohio 44446. For Appendix D, to the Carpenters' Service Office.

24.16 Right to Stop Work. Whenever an Employer is delinquent, a representative of the Union may halt the Employer's work, after approval of the Carpenters' Council Executive Committee, without said work stoppage being considered a breach of any of the provisions of this Agreement.

24.17 Provided all required wages and benefits have been paid, Employers who elect to pay a bonus, vacation, holiday pay, etc. are NOT required to pay fringe benefits to those Employees who receive additional voluntary compensation.

24.18 Any Employer not represented by the Construction Employers Association; AGC of Ohio, Akron Division; or Builders Association of Eastern Ohio and Western Pennsylvania may elect not to pay CISP, CIDB or other Construction Industry Advancement Fund contributions, but to contribute a like amount to the Carpenters' Northeast Ohio Joint Apprenticeship and Training Committee for safety and training program assistance. The intent of this Section is to maintain economic competitiveness.

24.19 Appendices.

- A.** The wage rates, contribution rates and other provisions of the following Appendices shall apply to work performed within the counties set forth therein by carpenters and floor-layers:

APPENDIX A
AKRON OFFICE AREA
Medina, Portage & Summit
Counties

APPENDIX B
AKRON OFFICE AREA
Coshocton, Holmes, Knox
& Morrow Counties

APPENDIX C
AKRON OFFICE AREA
Carroll, Stark, Tuscarawas
& Wayne Counties

APPENDIX D
CLEVELAND OFFICE AREA
Ashtabula, Cuyahoga, Geauga
& Lake Counties

APPENDIX E
NORWALK OFFICE AREA
Ashland, Erie, Huron, Lorain
& Richland Counties

APPENDIX F
YOUNGSTOWN OFFICE AREA
Belmont, Columbiana, Harrison,
Jefferson & Monroe Counties

APPENDIX G
YOUNGSTOWN OFFICE AREA
Mahoning & Trumbull Counties

- B.** The wage rates, contribution rates and other provisions of the following Appendices shall apply to work performed within the counties set forth therein by Millwrights:

APPENDIX H
CLEVELAND OFFICE AREA
Ashland, Ashtabula, Cuyahoga, Erie,
Geauga, Huron, Lake, Lorain, Medina,
Portage, Richland & Summit Counties

APPENDIX I
AKRON OFFICE AREA
Coshocton, Holmes, Knox
& Morrow Counties

APPENDIX J
CANTON OFFICE AREA
Carroll, Stark, Tuscarawas
& Wayne Counties

APPENDIX K
YOUNGSTOWN OFFICE AREA
Mahoning & Trumbull Counties

APPENDIX L
YOUNGSTOWN OFFICE AREA
Belmont, Columbiana, Harrison, Jefferson
& Monroe Counties in Ohio and Brooke,
Hancock, Marshall & Ohio Counties
in West Virginia

- C. The wage rates, contribution rates and other provisions of the following Appendices shall apply to work performed within the counties set forth therein by Pile Drivers:

APPENDIX M
CLEVELAND OFFICE AREA
Ashland, Ashtabula, Cuyahoga, Erie,
Geauga, Huron, Lake, Lorain, Medina,
Portage, Richland & Summit Counties

APPENDIX N
AKRON OFFICE AREA
Coshocton, Holmes, Knox
& Morrow Counties

APPENDIX O
CANTON OFFICE AREA
Carroll, Stark, Tuscarawas
& Wayne Counties

APPENDIX P
YOUNGSTOWN OFFICE AREA
Mahoning & Trumbull Counties

APPENDIX Q
YOUNGSTOWN OFFICE AREA
Belmont, Harrison & Monroe Counties

24.20 Allocation of Annual Increases. Any agreed upon annual increase shall first be allocated to any amount proposed by the Health Fund's actuary and approved by the Health Fund's trustees to be needed to provide health and welfare benefits at no greater than their current levels, and next to any amount recommended by the Pension Fund's actuary and approved by the Pension Fund's trustees to be needed to provide pension fund benefits at no greater than their current level. Any balance may be allocated for wages.

ARTICLE XXV
HARASSMENT

The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when the possibility of a problem happens or exists.

ARTICLE XXVI
SPECIAL MILLWRIGHT PROVISIONS

With respect to work falling within millwright and machine erector jurisdiction (as set forth in Article I, above), the following provisions shall apply and supersede any conflicting provision hereinbefore set forth:

- A. Any Employee represented by the Union who is required by an area Employer to leave the Northeast Region shall receive the prevailing scale of wages of this district and expenses as agreed upon or the scale of wages of the district in which he is sent to work if that wage rate is higher and the expenses agreed upon. With regard to fringe benefits, when Employees are employed outside the jurisdiction of the Union, it is agreed that the difference between the local contributions and foreign area contributions will be made-up by payments to the Northeast Ohio Council of

Carpenters' Hospitalization, Pension and Apprenticeship Funds with the total money amounting to not less than the contributions. The Employer, however, shall not be required to pay the fringe benefit contributions provided for by this contract in the event the Carpenters' Union in the area not covered by this Agreement has similar fringe benefits and requires that the Employer pay such benefits to that union. However, the Employer shall pay the difference to the Health Plan, Pension Fund and Carpenters' Joint Apprenticeship and Training Program Fund.

- B.** The Employer shall be responsible for loss of tools or clothing due to fire or burglary at seventy-five percent (75%) of One Thousand Six Hundred Dollars (\$1,600.00), not to exceed One Thousand Two Hundred Dollars (\$1,200.00) of the replacement cost. Full financial compensation must be made (on presentation of a notarized statement) to each individual within thirty (30) calendar days after presenting such statement or at the time of discharge, whichever occurs first. Evidence of burglary would include a notarized statement and a police report or report from plant security regarding the loss. Reimbursement for the loss is limited to tools which are appropriate for the job.
- C.** The provisions of Subsection 5.6.B. of Article V, providing for a Saturday make-up day, shall not apply.
- D.** When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7-½) hours and receive eight (8) hours' pay at the regular straight-time hourly rate plus Twenty-Five Cents (\$.25) per hour. The third shift shall work seven (7) hours and receive eight (8) hours' pay at the regular straight-time hourly rate plus Fifty Cents (\$.50) per hour.
- E.** The maximum Millwright work crew shall consist of one (1) working foreman and six (6) journeymen and where there are two (2) or more Millwrights on a job, one (1) shall receive a working foreman's wages. On conveyor work, a layout man may be designated to assist the working foreman in laying-out the work and shall be responsible only to the working foreman.
- F.** The working foreman shall be paid on a guaranteed forty (40) hour basis, provided the job continues Monday through Friday. The working foreman shall be paid for holidays if they are celebrated Monday through Friday.
- G.** The layout man on monorail work shall receive no less than foreman's rate and benefits provided that the layout man furnishes his own tools.

- H. It is agreed that when three (3) or more Millwright working foremen are employed in a supervisory capacity on a single job of millwrighting for the same contractor, there shall be a working general foreman.
- I. The superintendent, or any member of management, must give his instructions to the Millwright working general foreman, who shall, in turn, instruct the working foreman, who shall instruct the Millwrights as to their duties.
- J. When a Certified Welder is required, certification shall be in D1.1, D1.5, or 6G, as per AWS. The welder shall receive One Dollar (\$1.00) per hour above the journeyman's rate, with a minimum of two (2) hours' welding required to qualify for the rate. Obtaining and maintaining the required certification for the work to be done will be the responsibility of and at the expense of the Employee. When required, site specific testing expense shall be borne by the Employer. In the event that the individual welder fails to pass final inspection, no welder compensation shall be paid, and the individual, at his own expense, shall retest and qualify before returning to the work roster as a "Certified Welder."
- K. The Employer agrees that the Millwright steward shall have sufficient time to assist Employees with their tools on hiring-in and when being discharged.
- L. The Employers will be required to provide personal protective equipment (PPE) as currently noted with the exception of steel/safety-toe metatarsal protective footwear and prescription safety eyewear which are the responsibility of the Employees in accordance with OSHA requirements.
- M. During the term of this Agreement, only, Health & Welfare contributions shall be calculated for Millwright work in the same manner as the applicable wage rate; *i.e.*, for overtime hours, Health & Welfare contributions shall be based on one and one-half (1-1/2) times the regular Health & Welfare contribution rate.

ARTICLE XXVII
SPECIAL PILE DRIVER PROVISIONS

With respect to work falling within Pile Driver jurisdiction (as set forth in Article I, above), the following provisions shall apply and shall supersede any conflicting provision hereinbefore set forth:

- A. Any Employee represented by the Union who is required by an area Employer to leave the Northeast Region shall receive the prevailing scale of wages of this district and expenses as agreed upon or the scale of wages of the district in which he is sent to

work if that wage rate is higher and the expenses agreed upon. With regard to fringe benefits, when Employees are employed outside the jurisdiction of the Union, it is agreed that the difference between the local contributions and foreign area contributions will be made-up by payments to the Northeast Ohio Council of Carpenters' Hospitalization, Pension and Apprenticeship Funds with the total money amounting to not less than the contributions. The Employer, however, shall not be required to pay the fringe benefit contributions provided for by this contract in the event the Carpenters' Union in the area not covered by this Agreement has similar fringe benefits and requires that the Employer pay such benefits to that union. However, the Employer shall pay the difference to the Health Plan, Pension Fund and Carpenters' Joint Apprenticeship and Training Program Fund.

- B.** A Pile Driver shall be used as a signal man, if required, in the excavation of caissons or cofferdams where concrete foundations or concrete forms are to be installed.
- C.** All drilled in and pre-packed pilings or caissons shall be the work of the Pile Drivers. There shall not be less than one (1) Pile Driver on each drill rig except in the following situations:
 - i.** No casing is being used (except an inspection casing); and
 - ii.** No beams are being placed by the signatory contractor; and
 - iii.** There is not more than one (1) laborer on each rig.
- D.** Where a retaining wall consisting of soldier beams and lagging is involved, Pile Drivers shall set, drive, cap, burn, weld, measure, cut, nail and tack weld all materials involved. They shall also pull, cut and stockpile the same materials to complete the job.
- E.** All drills run by electricity, gasoline, air or steam pertaining to the rigging of tie backs on retaining walls or cofferdams shall be manned by Pile Drivers.
- F.** Pile Drivers shall assemble all of their equipment on the job in the performance of their work.
- G.** The Employer will determine the number of Pile Drivers to be employed except in the following situations:
 - i.** It is agreed that work will not be performed in an unsafe manner in an attempt to avoid employment of additional Pile Drivers.

ARTICLE XXVIII
MARINE ADDENDUM

This Agreement covers all Employees performing any or all of the following work: All pile driving work on which floating equipment is used.

A. Jurisdiction.

- i.** The construction of all wharves and docks, including the fabrication and installation of floating docks. Also construction of cofferdams and caissons for bridges, viaducts, piers, retaining walls, trestles, including bearing for same, whether constructed of wood or metal. The placing of wood decking in connection with wharves and docks.
- ii.** The heading and splicing of wood piling and the making and driving of wood sheeting where a crane is required.
- iii.** All field preparation required for piling, tie back or tie rods and the drilling for their installation or removal and including bailing, jetting, pumping or siphoning.
- iv.** During pile driving work, all machinery used for handling spuds, anchors or deck lines on floating equipment being used on work under the jurisdiction of the Pile Driver shall be operated by a Pile Driver.
- v.** The fabrication and erection of all sea walls and break waters.
- vi.** Divers on all underwater construction of bulk heads, wharves, docks, ship yards, caissons, piers, bridges, viaducts and trestles.
- vii.** All pile driving work in connection with off-shore drilling platforms.
- viii.** On-site fabrication and installation of all subaqueous pipeline that can be installed with marine equipment.

B. Diving Regulations.

- i.** Any marine diving that may be required in connection with work under the jurisdiction of this

Agreement shall be performed by hard hat or scuba divers of the United Brotherhood. A diver will receive a "wet" day for any time in the water up to a maximum of eight (8) hours. All time in excess of eight (8) hours for which a diver dives will be paid according to the appropriate overtime provisions in the Local Agreement.

- ii. When divers are called out, they are guaranteed eight (8) hours of pay at the journeyman's rate. They shall receive one and one half (1-1/2) times the journeyman's rate for any preparatory work, actual time in the water and wrap-up work. They shall be a part of the regular crew when not involved in diving operations.
- iii. When a diver is requested or instructed to use his own gear or make penetration dives, a Financial Agreement between Employer and Employee shall be agreed upon.
- iv. A diver tender shall not be less than a second year apprentice with proper instruction having been received.

ARTICLE XXIX **DURATION AND MODIFICATION**

This Agreement shall be and remain in effect from the first (1st) day of May, 2009 until the thirty-first (31st) day of May, 2013, inclusive, and thereafter from year-to-year, provided that this Agreement will terminate at the expiration of the initial period or any subsequent annual period if either party gives written notice to the other party of its desire for termination at least sixty (60) days before such date; and provided further, that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such date, then this Agreement shall remain in full force and effect after such date until a new agreement is negotiated and signed.

ARTICLE XXX **TERMINATION OF AGREEMENT** **FOR NON-ASSOCIATION MEMBERS**

30.1 Any Employer who is or becomes signatory to or bound by the terms of this Agreement and who at the time of its expiration is not a member of any of the Associations, acknowledges that notice of termination or modification of this Agreement which is given to the Associations shall be notice to such Employer of the Union's desire to terminate or modify this Agreement.

30.2 In the event an Employer who is not a member of any of the Associations does not give written notice of its intention to negotiate separately for a renewal collective bargaining

agreement more than sixty (60) days prior to the expiration of this Agreement to both the Union and the Associations, such Employer shall be deemed to have appointed the Associations as its agent for such collective bargaining.

30.3 The provisions of this Article shall operate for successive collective bargaining agreements until such time as the Employer who is not a member of any of the Associations gives timely notice to the Union and the Associations of its desire to negotiate separately or until such time as the Union gives notice that it does not desire to have the Associations act as bargaining agent for such Employer.

IN WITNESS WHEREOF, the Union and the Employer have caused their duly-authorized representatives to execute this Agreement as of the day and year first-above written.

FOR THE EMPLOYER:

THE CARPENTER CONTRACTORS’
ASSOCIATION OF CLEVELAND,
OHIO; THE MILLWRIGHT EMPLOYERS
ASSOCIATION OF CLEVELAND, OHIO;
THE DEEP FOUNDATION CONTRACTORS
ASSOCIATION; THE CONSTRUCTION
EMPLOYERS ASSOCIATION; THE AGC
OF OHIO, CLEVELAND DIVISION

By: /s/John Porada
Authorized Representative

FOR THE UNION:

THE OHIO AND VICINITY
REGIONAL COUNCIL OF
CARPENTERS, UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

By: /s/ Robert Peto
Authorized Representative

THE BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN
PENNSYLVANIA

By: /s/ Kevin Reilly
Authorized Representative

THE OHIO VALLEY CONSTRUCTION
EMPLOYERS COUNCIL, INC.

By: /s/ Thomas Cerra
Authorized Representative

THE AGC OF OHIO, AKRON DIVISION/
CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD

By: /s/ Aaron Hall
Authorized Representative

THE BUILDERS EXCHANGE OF
EAST CENTRAL OHIO, LABOR
RELATIONS DIVISION

By: /s/ Mark Sterling
Authorized Representative

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