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Title: **Labor Relations Division of the Associated General Contractors of Northwest Ohio and Toledo Area Carpenter Employers Association and Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO, Locals 248, 372, 1138, 1581, 2239 (2003)**

K#: **8623**

Employer Name: **Labor Relations Division of the Associated General Contractors of Northwest Ohio and Toledo Area Carpenter Employers Association**

Location: **OH Northwest**

Union: **Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO**

Local: **248, 372, 1138, 1581, 2239**

SIC: **1540**

NAICS: **23622**

Sector: **P**

Number of Workers: **1900**

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**Agreement between
Labor Relations Division of the
Associated General Contractors of Northwest Ohio and
Toledo Area Carpenter Employers Association
And
Ohio & Vicinity Regional Council of Carpenters
(herein referred to as "Union")
Local Union Nos. 248, 372, 1138, 1581, and 2239**

Administrative Provisions

**ARTICLE I
DECLARATION OF PRINCIPALS**

- (1) There shall be no limitation as to the amount of work a man shall perform during his working day.
- (2) There shall be no restriction of the use of machinery, tools or appliances furnished by the contractor.
- (3) There shall be no restriction of the use of any raw or manufactured material, except prison made.
- (4) No persons other than the authorized representatives of the Union shall be entitled to contact workmen during working hours without permission.
- (5) The use of apprentices shall be encouraged.
- (6) The foreman shall be the agent of the Employer.
- (7) The workman is at liberty to work for any contractor signatory to this Agreement, but shall demand and receive the wages as provided for herein.
- (8) Wherever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.
- (9) The term "Union" as used herein, shall mean the Ohio and Vicinity Regional Council of Carpenters and Carpenters Local Union No. 248, 372, 1138, 1581, and 2239.

**ARTICLE II
RECOGNITION**

- (10) WHEREAS, the parties hereto are desirous of stabilizing employment and promoting harmony and efficiency in the relations between the Contractor and the Union, the parties hereto agree as follows:
- (11) The Employer acknowledges that the Union has offered to establish its majority status by allowing the Employer to examine authorization cards voluntarily executed by

the Employer's eligible employees in an appropriate unit; the Employer is satisfied that the Union represents a majority of its eligible employees in an appropriate unit and has waived the opportunity to examine the authorization cards; and therefore, the Employer recognizes, pursuant to Section 9(a) of the Labor/Management Relations Act of 1947 as amended, the Union as the sole and exclusive bargaining representative for all full time and regular part-time journeymen, apprentices, trainees, foremen and general foremen performing carpentry work, but excluding all office employees, professional employees, managerial employees, guards and supervisors as defined in the Labor/Management Relations Act of 1947 as amended.

The Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its terms, during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation during the term of any negotiated collective bargaining agreement.

- (12) Thus the Employer agrees it will not recognize, deal with or enter into contractual or other relations, either written or oral, with any other labor organization, agency, committee, group of employees or any employee or other person with respect to wages, hours and all other terms or conditions of employment, other than employees covered by this contract.
- (13) The term "employees" as used herein, shall mean all employees including journeymen and apprentices of the Employer coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, as modified or expanded by decisions of the National Labor Relations Board and/or the National Joint Board for the Settlement of Jurisdictional Disputes. Any reference to carpenter helpers has no effect in this contract.

(14) Both parties to this Agreement agree to abide by the terms and provisions of the Agreement creating the National Joint Board for the Settlement of Jurisdictional Disputes and the rules of the Joint Board. Should the Associated General Contractors of America and the Building and Construction Trades Department agree to a voluntary plan for the settlement of jurisdictional disputes, the provisions and procedures of any such plan will become effective on the date of such agreement.

(15) The Employer and the Union further agree that the work under construction during the tendency of a jurisdictional dispute shall continue without a work stoppage on the assignment of the Employer until such time as the jurisdictional dispute is resolved as provided herein.

(16) The Employer agrees, as part of the consideration of this Agreement, that neither the Union, its officers or agents shall be liable for damages for unauthorized stoppages, strikes, intentional shutdowns or suspension of work if the Union is not responsible for the unauthorized work stoppage. The Union will notify the men when requested that a work stoppage is unauthorized.

(17) It shall not be a violation of this contract and it shall not be grounds for discharge, discipline and/or permanent or temporary replacement for an employee covered by this Agreement to refuse to cross a lawful, primary picket line whether established by this labor organization or any other labor organization.

COLLECTIVE BARGAINING UNIT

(18) The persons, firms, corporations, joint ventures or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers." The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi-employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement and hereby authorizes the Association as its representative for collective bargaining purposes with respect to the Union.

(19) Employers covered by this Agreement shall be free to designate their own representatives for the purposes of collective bargaining and contract administration; however, such designation shall not affect the Employers' membership in the collective bargaining unit established by this Agreement or the designation of the Association as the bargaining agent for the multi-employer collective bargaining unit.

ARTICLE III UNION SECURITY

(20) All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. Good standing shall be defined as "Employees shall have all union obligations fulfilled, including monetary obligations paid current, prior to commencing work. New employees shall be required to become and remain members of the Union in good standing as a condition of employment from and after the seventh day following the date of their employment or the effective date of this Agreement, whichever is later.

ARTICLE IV LEGALITY OF AGREEMENT

(21) If any paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraphs as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(22) If in the event that any paragraph is held invalid or enforcement of compliance with which has been restrained as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such paragraph during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all recourse in support of its demands in accordance with the provisions of the Agreement.

ARTICLE V HIRING

(23) Upon the request of the Employer, the Union will furnish at all times skilled journeymen capable of performing the work of their trade when same are available, but the Employer will not be restricted to employ men through the Union. The Employer is at liberty to hire and discharge whoever he sees fit, except as otherwise provided in this Agreement. It shall be the responsibility of each person hired by an Employer covered by this Agreement to notify the Union that he

has been hired, within twenty-four (24) hours after being hired. This notice shall include the Employer's name, the job site location where the person will be employed and the date of hire. Upon layoff or discharge of any person covered by this Agreement, the Employer shall send the Union written notice, on a form provided by the Union, indicating the name(s) of the individual laid off or discharged, the date(s) of layoff or discharge and the reason(s) for layoff or discharge.

- (24) Skilled craftsmen living in the area covered by this Agreement shall be given preference in employment without regard to Union membership.
- (25) Employees shall not be allowed to work overtime for any Contractor other than the one regularly employing him. No employee shall transfer from one employer to another without the consent of the Employer for whom he is working. No employee shall be transferred from one job to another to work overtime for the same employer if he replaces another employee.
- (26) Except for the Saturday makeup day provided hereafter, if the Employer requires employees to work on Saturday, Sunday and all holidays, he must first secure permission for said work from the Union. The Employer is to furnish stewards with a list of names of employees who are to work, no later than three (3) hours before the normal quitting time of the day prior to the Saturday, Sunday or holiday in question.

ARTICLE VI UNEMPLOYMENT AND WORKERS' COMPENSATION INSURANCE

- (27) Any Employer employing the employees covered by this Agreement must have full coverage of Unemployment and Workers' Compensation Insurance regardless of the number of employees or length of employment and must comply with all other laws pertaining to employees.

ARTICLE VII GRIEVANCE AND ARBITRATION

- 28) All disputes, claims or grievances regarding the interpretation or application of the existing labor agreement shall first be taken up between the employee involved and/or the job steward and/or the business representative of the Union and the Employer and/or his representative. No grievance shall be filed or processed on facts or events which have occurred prior to seven (7) calendar days before the grievance is filed. These parties shall attempt to settle the grievance. Grievances will be scheduled for hearing within twenty-one (21) days of receipt in the Construction Contractors Council

office, unless an extension is agreed upon. The grievance and arbitration procedure established herein shall be applicable to all signatory Employers.

- (29) In the event a settlement is not reached, the dispute, claim or grievance shall be referred by either party in writing on an approved form to the Joint Labor Relations Board of the parties to this contract within three (3) regular working days. The Joint Labor Relations Board shall be a standing committee with representatives and alternates appointed by the respective parties. Grievances shall be entertained at the scheduled dates unless special circumstances, such as safety issues, dictate the calling of a specially-called meeting. No more than one continuance will be permitted. In the event a party to the grievance does not attend a scheduled hearing within the time period stated herein, the hearing shall proceed and a decision rendered in his absence. The Joint Labor Relations Board shall make such decisions as it deems just and proper under the Labor Agreement and after hearing any evidence adduced by any interested parties. The Joint Labor Relations Board shall make reasonable rules and regulations for its own conduct. These rules and regulations shall be made available to all Employers and Unions. All majority decisions of the Joint Labor Relations Board are final and binding.
- (30) In the event the Joint Labor Relations Board is unable to reach a majority decision within fourteen (14) calendar days of the scheduled hearing or any mutually agreed to extension, the dispute, claim or grievance may be referred to a single arbitrator for decision. If an arbitrator cannot be selected by mutual consent of the parties to the grievance, the Joint Labor Relations Board shall appoint the arbitrator. The arbitrator shall make such decisions as he deems just and proper under the Labor Agreement and after hearing any evidence adduced by the parties. The decision of the arbitrator shall be final and binding. The cost(s) of the arbitrator shall be borne by the losing party.

ARTICLE VIII PRE-JOB CONFERENCE

- (31) It is agreed that upon request of either party, a pre-job conference will be held prior to the commencement of work. The Union may withhold services of their members if an Employer refuses to attend a pre-job conference. It is further agreed the following items will be discussed:
 - 1. The Employer will advise the local union representative of the Employer's estimated requirements of necessary employees. The local union will determine and advise

the Employer of the ability of the local union to fulfill such requirements when requested.

- 2. Work Schedules.
- 3. The Employer agrees that wherever possible at such pre-job conference, he will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, names of the subcontractors and the nature of the job to be performed by the subcontractors. The Union may request the subcontractor to meet with the Union prior to the commencing of work on a project if the subcontractor did not attend the original pre-job conference for the project.

**ARTICLE IX
NONDISCRIMINATION**

- (32) The Employer agrees in the employment of journeymen and the Union agrees in the referral of journeymen and/or the selection of apprentices that there will be no discrimination because of race, color, religion, sex, age, handicap or national origin in accordance with city, state and federal laws.
- (33) The parties to this Agreement will comply with the terms of Federal Executive Order 11246 and the provisions of the State Executive Order on Equal Employment Opportunity dated January 27, 1972, along with any subsequent executive orders.

**ARTICLE X
UNION REPRESENTATION AND ACCESS TO JOBS**

- (34) Authorized representatives of the Union and the Joint Apprenticeship Committee shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work and, further, provided such Union representatives comply with customer rules.

**ARTICLE XI
SUBCONTRACTING**

- (35) The Employer agrees he will not subcontract job site work to any Employer who does not have a collective bargaining relationship, at the time the work is to be performed, with a union affiliated with the Council covering such work, whose members receive the negotiated wage rates.
- (36) The Employer agrees that any portion of the work covered by this contract is to be done at the job site either by his own forces in accordance with the terms of this Agreement or by subcontractors who have signed

agreements with the Northwest Ohio Region of the Ohio & Vicinity Regional Council of Carpenters that has trade autonomy (jurisdiction) over the work. The Employer shall not be held financially responsible for assignments by subcontractors.

**ARTICLE XII
APPRENTICES**

- (37) The training of apprentices will be undertaken in accordance with the Carpentry Apprentice Training Standards as approved by the J.A.C. which by reference are included in this Agreement the same as if they were specifically set forth herein. Attendance at and participation in the on-the-job training and related classroom instruction required by the Standards is a condition of continued employment of an apprentice.

- (38) Apprentices shall be paid the following progressively increasing scale of wages, based on the applicable wage rate paid skilled workers in the trade, according to shift. For apprentice rates for Local 372, refer to paragraph (143).

- (39) All apprentices except on standard rate jobs in Lucas and Wood counties:

1st six months.....	55%*
2nd six months.....	60%
3rd six months.....	65%
4th six months.....	75%
5th six months.....	80%
6th six months.....	85%
7th six months.....	90%
8th six months.....	95%

NOTE: For standard rate projects in Lucas and Wood counties, apprentices shall receive 45% of the standard journeyman rate in the first six-month period and 55% in the second six-month period.

Entitlement to wage increases provided for in this section shall be approved by the Joint Apprenticeship Committee in accordance with the Apprenticeship Standards.

*All apprentices shall receive pension contributions after six months of employment.

- (40) Carpenter apprentices shall be used to tend carpenters.
- (41) It is agreed by the Employer and Union that there may be employed one (1) apprentice for every three (3) journeymen. It is agreed by the Employer and the Union that there may be employed in the territory of Local No. 372 one (1) apprentice to each group of two (2) carpenters, not to exceed a total of five (5)

apprentices for an entire job or Employer. All contract conditions shall be in force from date of hire. This ratio may be adjusted by mutual agreement of the parties.

ARTICLE XIII FRINGE BENEFITS

42) General

1. The fringe benefit provisions contained in paragraphs (43) through (55) inclusive of Article XIII of this Agreement shall apply to all Employers who become signatory or bound by this Agreement and all other Employers and Employer Groups who become a party to an agreement relating to the fringe benefit programs described herein.

2. All Employers referred to in paragraph (43) of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust, as hereinbefore and/or hereafter amended, establishing the:

- (a) Ohio Carpenters Health and Welfare Fund;
- (b) Ohio Carpenters Pension Plan;
- (c) Carpenters Supplemental Pension Fund
- (d) Northwest Ohio Carpenters Savings Plan (Locals 248, 1138, 2239, 372 and 1581;
- (e) Carpenters Joint Apprenticeship Fund;
- (f) Contractors Administrative Fund;
- (g) Ohio & Vicinity Regional Council of Carpenters Dues Deduction Fund;
- (h) UBCJA Health & Safety and Apprenticeship & Training Funds of N.A.
- (i) Ohio & Vicinity Regional Council of Carpenters Fund.

and acknowledge, accept and agree to be bound by the Plan and Plan Documents of each of said employee benefit plans. The Participating Employers and Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said Plans and the benefits and coverages to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverages from any Plan except as expressly stated therein. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the Plan administrators' office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

3. To the fullest extent permitted by law, all Participating Employers who are party to and bound by this Agreement

shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

4. All Participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreements.

5. At the request of the Union, and with mutual consent of the Associations, the health and welfare provider(s) may be changed. Further, by mutual consent of the Union and Associations, all of the health and welfare plans referred to in this Article may be combined into one (1) plan. Consent shall not be unreasonably withheld.

In the event the change or combination results in a lesser contribution rate, the difference shall be put in the employee's check. In the event the change or combination results in a rate greater than the current rate of contributions, the difference shall be allocated from the base rate of pay.

(43) Contributions

1. The Participating Employers shall contribute to each and every employee benefit plan (or to the successor of any said plans) for all employees of each such Participating Employer who are members of a collective bargaining unit represented by the Union (whether or not the employees are members of the Union), as follows:

(a) Ohio Carpenters Health and Welfare Fund - \$4.45 for every hour PAID (Locals 248, 1138, 1581); Ohio Carpenters Health and Welfare Plan - \$4.45 for every hour PAID (Local 372); \$4.45 for every hour WORKED (Local 2239)*see paragraph (148).

(b) Ohio Carpenters Pension Plan - \$3.40 for each hour PAID (Locals 248, 1138 & 1581); \$2.60 for every hour PAID (Local 372); \$3.15 for every hour WORKED (Local 2239) *see paragraph (148).

(c) Carpenters Supplemental Pension Plan - \$3.40 for every hour PAID (Locals 248, 1138 & 1581); \$2.70 for every hour PAID (Local 372), \$3.15 for every hour WORKED (Local 2239) *see paragraph (148).

(d) Carpenters Joint Apprenticeship Fund - \$.40 for every hour PAID (Locals 248, 372, 1138 & 1581); \$.40 for

every hour WORKED (Local 2239) *see paragraph (148).

(e) Contractors Administrative Fund - \$.21 for each hour PAID (Locals 248, 1138 & 1581); \$.21 for every hour WORKED (Local 2239) *see paragraph (148); \$.16 for every hour PAID (Local 372).

(f) UBCJA Health & Safety and Apprenticeship & Training Funds of N.A.- \$.06 for each hour PAID (Locals 248, 372, 1138 & 1581); \$.06 for every hour WORKED (Local 2239) *see paragraph (148).

(44) Deductions

1. The Participating Employers shall deduct the sum of three and a half percent (3.5%) of gross wages paid for every employee who has signed a dues authorization form for the Regional Council. All dues deductions shall be in force from date of hire.

2. In the territories of Locals 248, 1138 and 1581, the Participating Employers shall deduct the sum of one dollar and five cents (\$1.05) per hour paid effective July 1, 2003 through June 30, 2007 for every employee for the Ohio & Vicinity Regional Council of Carpenters Savings Fund. In the territory of Local 2239, the Participating Employers shall deduct the sum of five cents (\$.05) per hour worked effective July 1, 2003 through June 30, 2007 for every employee for the Ohio & Vicinity Regional Council of Carpenters Savings Fund. In the territory of Local 372, the Participating Employers shall deduct the sum of one dollar and ten cents (\$1.10) per hour paid effective July 1, 2003 through June 30, 2007 for every employee for the Ohio & Vicinity Regional Council of Carpenters Savings Fund. The parties will become signatory to an Agreement which sets forth in detail how the Carpenters Savings Plan shall function and be managed.

3. Paid hours are the quotient of total gross wages divided by the hourly rate of pay for one regular hour worked.

(45) Reporting Forms

1. All Participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans or such other duly appointed depository for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or

other electronic equipment, the Employer may use and submit such forms. The Administrator, however, has the right to reject such forms.

2. All reports shall be for the full calendar month last preceding; however, an Employer may use other reporting periods, subject to rejection by the Administrator.

3. The forms must be obtained from the following collection agent:

a) Ohio Carpenters Health and Welfare Fund, 6281 Youngstown-Warren Rd., Suite 240, Niles, Ohio 44446.

(46) Time of Payment of Contributions

1. All Participating Employers shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment Date, which is hereby established as the 15th day of each calendar month (or the first business day thereafter if the 15th is not a business day), for all hours (paid) in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed to have been paid timely regardless of the date of actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Fund Office, it shall be stamped as to the date and time of receipt, and if it is receipted on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed timely paid.

2. An Employer who is more than thirty (30) days delinquent in the timely remittance of fringe benefit payments shall be placed on a weekly payment schedule. Weekly contributions and all deductions are due on the same day of the week that payroll checks are issued to employees. This shall not be later than four (4) days after the close of the payroll week. The Employer shall remain on weekly pay status until all delinquency amounts and assessed liquidated damages have been paid. An Employer who has been placed on weekly payment of fringe benefits and fails to timely remit its weekly payment shall have its employees withdrawn until such time as said Employer has paid all delinquencies and assessed liquidated damages..

If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the respective Plan Administrators or depository collection agents and filed the official reporting forms by the Fringe Benefit Payment Date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each such Plan by a promulgation of Rules and Regulations in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgation of Rules and Regulations establishing and revising the liquidated damage charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.

4. If a Participating Employer is in violation of the provisions of paragraph (46)-3 hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney's fees in any court of law, arbitration proceedings or federal or state administrative agency costs actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the Rules and Regulations for Liquidated Damages adopted by the trustees of the respective plans shall be applicable to all monies collected under this Bargaining Agreement by the depository collection agents.

(47) Employer Delinquency Control

1. The Trustees of the several employee benefit plans may establish Payroll Audit Programs which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Participating Employer, and they shall preserve the confidentiality of all information as obtained.

2. The Employers acknowledge that the Ohio Carpenters Benefit Plans, as Administrative Managers of the

employee benefit plans hereunder, may institute collection suits in their own name on behalf of all the employee benefit plans to which they act as depository.

BONDING REQUIREMENTS

(48) All Employers shall furnish a minimum cash deposit in the amount set forth below at the office of the Plan Administrator to assure prompt payment of employees' Health & Welfare, Pension, Savings, Apprenticeship and Promotion Funds and wage deductions as required by this Agreement. Employers with a twenty-four (24) month on-time record of reporting will be exempt from bonding requirements. An exemption may be given to out-of-town Employers who have previously worked in the Northwest Ohio Region of the Ohio & Vicinity Regional Council of Carpenters and have timely reported and made payments for a period of twenty-four (24) months. The cash deposit shall be an amount equal to the peak number of individuals the Employer will use, multiplied by the number of weeks that he is expected to work within the trade jurisdiction of the Union (to a maximum of six (6) weeks) multiplied by the appropriate fringe benefit package or \$1500, whichever is greater. In the event the Employer is required to deposit more than \$5000, the Employer may post a bond written by a reputable bonding company that is acceptable to the Plan Administrator.

(49) Any Employer who may be exempt from furnishing a cash deposit (having met the requirements of having timely reported and payment for twenty-four (24) months) and becomes delinquent shall be required to meet the cash bonding requirements. Upon becoming delinquent, any cash deposit and/or bond held on behalf of an Employer shall immediately be applied to satisfy the delinquency.

(50) Alternatives to bonding requirements may be considered, such as prepayment of contributions and deductions or weekly pay. Weekly contributions and all deductions are due on the same day of the week that the payroll check is issued to the employees. This shall not be later than four (4) days after the closing of the payroll. At the discretion of the union, weekly pays may be required to be in the form of a certified check.

(51) Any Employer who has ceased all employment within the jurisdiction of this Agreement shall be entitled to a release of the cash deposit upon proof of payment of all the aforementioned payments. Release of the cash deposit to an Employer shall include interest earned on said cash deposit.

(52) The Union will not furnish men until the deposit required by this Article is made.

(53) General

1. In the event any employee benefit plan provided for in this Agreement and paid for by Participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the employee as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer contribution to Health and Welfare or Pension, as the case may be, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Health and Welfare or Pension program, as the case may be.
2. If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.
3. If it is not legally permissible to reallocate the deferred or cut back portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so, to the fullest extent permitted by law.
4. It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the

Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

5. In the event the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any or all of the existing employee benefit plans or deductions, they may do so upon the express conditions precedent that:
 - (a) The Trustees of any Plan affected acknowledge and agree in writing;
 - (b) The Union shall have the right to make changes in the contributions for Health and Welfare and Pension contributions and any such change shall amend this Agreement and become effective upon the date requested by the Union, provided the Employer is given a 60-day notice of such change. If the Union should decide to change its Savings Plan deduction or dues deduction, changes shall become effective upon the date requested by the Union, providing the Employer is given a 60-day notice.

**ARTICLE XIV
CONTRACTORS ADMINISTRATIVE FUND**

- (54) Each Employer shall pay the appropriate contribution for each hour paid to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to and shall be transmitted to the depository collection agent no later than the 15th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the depository collection agent and the form shall provide that the contribution be made payable to the depository collection agent trustees as depository. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.

In no event shall the foregoing provisions of this section be subject to or suitable for grievance and arbitration under this Agreement.

The Trustees of said Fund shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Contractors Administrative Fund.

The Employer Associations party to this Agreement agree to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.

The Contractors Administrative Fund may be increased at the option of the Construction Contractors Council.

ARTICLE XV ADMINISTRATIVE & APPRENTICESHIP FUND

(55) The parties hereto agree to the Administrative and Apprenticeship Fund, under which the Employer will contribute forty cents (\$.40) per hour for each hour paid to members of the Union. The amount to be paid to the depository collection agent no later than the 15th day of the month following the month in which the payment accrued, with said amount to be distributed as stated in the Depository and Trust Agreement. The Administrative and Apprenticeship Fund shall be allocated among the Carpenters Joint Apprenticeship Fund and the Carpenters Continuing Education Fund as determined by the parties to this Agreement upon recommendation by the JATC Board of Trustees.

ARTICLE XVI DEPOSITORY COLLECTION AGENTS

(56) The depository collection agent for all contributions and deductions submitted is Key Bank, P.O. Box 74427, Cleveland, OH 44194-0510.

ARTICLE XVII WITHDRAWAL FROM MULTI- EMPLOYER BARGAINING UNIT

(57) The Union will notify the Associations which are signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the letter of assent and, if not noted thereon, a statement of the date the contract or letter of assent was signed or the date the contractor became bound.

(58) Within seven (7) days of the receipt of a notice from the Union of its intent to amend or modify this Agreement,

the Associations will notify all such contractors of whom the Associations have been notified by the Union. Each such contractor shall have thirty (30) days from the date the Associations received the notice of intent to amend or modify to advise the appropriate Contractor Association and the Union, in writing, of its intent to negotiate separately for a renewal agreement.

(59) In the event any such contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such contractor shall be deemed and presumed to agree to the terms and agreement arrived at in negotiations between the Union and the Associations and to be bound by the Collective Bargaining Agreement resulting therefrom.

(60) The provisions of this section shall operate for successive Collective Bargaining Agreements until such time as the Employer or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

ARTICLE XVIII VIOLATION CLAUSE

(61) Any Employer who violates this Agreement regarding wages and fringe benefit contributions shall reimburse all employees the difference between the wages or pay the proper amounts to the proper fringe benefit program if the Employer was otherwise in compliance with the Union Security Clause, Article III, at the relevant time. If the Employer was not in compliance with the Union Security Clause, Article III, at the relevant time, i.e. the individuals who performed the work were not members of the Union, then the Employer shall pay the Union the full amount of wages and fringe benefit contributions owed under this Agreement. Reasonable legal fees and costs incurred by the Union to pursue its case in either situation will be paid by the Employer, if found guilty.

ARTICLE XIX TERM OF AGREEMENT - SIGNATURES

(62) The provisions of any agreement between the Union and any Employer or association of contractors which are more favorable to the Employer in any of its terms, wages or conditions than those contained in this Agreement may be followed by the signatories to this Agreement and to the parties whom they represent.

(63) All members of the Contractors Association shall comply with this Agreement and the local Union agrees that other contractors in the local Union's jurisdiction doing such work shall be requested to sign this

Agreement or a similar agreement and comply with the terms thereof; the Union shall retain resources to enforce the terms of this Agreement including its right to refuse to service the Employer with employees.

(64) This Agreement shall become effective on July 1, 2003, and shall be continued in full force and effect from the aforementioned date to and including the 30th day of June, 2007, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement on this 1st day of July, 2003 at Toledo, Ohio.

LABOR RELATIONS DIVISION OF THE
ASSOCIATED BUILDING CONTRACTORS
OF NORTHWESTERN OHIO, INC.

AND

TOLEDO AREA CARPENTER
EMPLOYERS ASSOCIATION, INC.

s/William J. Brennan

OHIO & VICINITY REGIONAL
COUNCIL OF CARPENTERS

s/Robert M. Peto
s/Dwight R. Smith

**ARTICLE XX
HOURS OF WORK/
OVERTIME/HOLIDAYS/SHIFTS**

- (65) Eight (8) consecutive hours shall constitute a workday and the basic day or first shift shall be from 8:00 a.m. to 4:30 p.m. Forty (40) hours shall constitute a week's work, Monday through Friday inclusive, with Saturday provided as a make up day in accordance with paragraph (68). All carpenters shall have thirty (30) minutes undisturbed lunch period in the middle of each shift. When employees are required to work through their lunch period, they shall be paid at one and one-half (1-1/2) times the established shift rate for such lunch period and an undisturbed break period shall be provided before the end of the workday. The Employer may schedule an eight (8) hour workday between the hours of 6:30 a.m. and 5:00 p.m. provided notice is given to the Union prior to commencement of work.
- (66) Four-Tens - An Employer, at his option, may schedule four (4) ten (10) hour days at straight pay provided the Employer gives notice to the employees and the steward the Friday before a four-ten (4-10) schedule is implemented. The four-ten schedule is to be used from Monday through Thursday, with Friday (not Saturday) utilized as a make up day in accordance with make up day requirements. Any work over ten (10) hours a day will be paid at the appropriate overtime rate. All carpenters shall have thirty (30) minutes, undisturbed lunch in the middle of each shift. All shift rates are to be recognized in accordance with paragraph (70) of this Agreement. Jobs scheduled for four tens shall be worked as four tens for the entire calendar week. Start time on four tens shall be scheduled between the hours of 6:00 a.m. and 8:00 a.m.
- (67) Overtime - All work outside the regular workday or over forty (40) hours per week shall be paid at the overtime rate of pay. All overtime, Monday through Saturday, shall be paid at time and one-half (1-1/2X). All work performed on Sundays or holidays shall be paid at double time (2X). After ten (10) hours of work, the employee shall be allowed sufficient time to eat on the job if work is to continue.
- (68) Make Up Day - In accordance with paragraphs (65) and (66), a make up day may be scheduled during a week when work was cancelled due to weather conditions. Such work shall be paid at the rate applicable if the work had been performed during the regular workweek in the Agreement and shall be voluntary on the part of the employees. Employees declining such work shall do so without penalty or recrimination. Preference for make up day work shall be given to employees affected by the cancellation. The Union will be notified prior to

a make up day being worked. Make up day shall be scheduled for a full workday, with overtime being paid after forty (40) hours has been worked for the week.

- (69) Holidays - Recognized holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed. All hours worked on a holiday shall be paid at double time (2x). There shall be no work on Labor Day except in special cases of extreme emergency.
- (70) Shift Work - When two or more shifts are required, the first shift shall be scheduled during the hours called for in a regular workday. Second and third shifts shall be scheduled in conjunction with the end of the proceeding shift. The shift rate of pay for second and third shifts shall be the applicable base rate times eight divided by seven [(base rate x 8)/7]. All work on a shift over eight (8) hours or work before or after the scheduled starting time or quitting time of a shift shall be paid at the applicable overtime rate.
- (71) A coffee break shall be observed at the work station in mid morning and mid afternoon.

**ARTICLE XXI
PAY DAY**

- (72) Pay day shall be a specific day of the week not later than four (4) days after the close of the payroll. If the pay day falls on a holiday, the Employer shall pay on the last regularly scheduled workday prior to the holiday. Itemized deductions and hours worked will be shown on pay stubs. The Union shall have the right to inspect the payroll stubs of employees.
- (73) Payment shall be made on the job site in cash or by payroll check only. Payroll checks may be mailed to the employee's current address or directly deposited in an account identified by the member if the following conditions are met: (1) The Employee agrees in writing. (2) The Union receives a copy of the written authorization. Checks not received by the employee within four (4) days after close of payroll: he shall receive two (2) hours pay and fringes benefits for each day he has to wait, excluding Saturdays, Sundays, and holidays.

**ARTICLE XXII
DISCHARGE OR LAYOFF**

- (74) When a man is discharged for cause or laid off during construction of a project, he shall be notified one (1) hour before termination of employment to clean tools, sharpen saws and sharpen edge tools, but must remain

on the job site and work if his tools do not need attention.

- (75) When a man is discharged or laid off, he shall be paid in full on the job in cash or certified check, or be paid for waiting time that day, and two (2) hours wages and fringe benefits for each additional day.
- (76) The above conditions shall apply except that those Employers who have an established record of payment of fringe benefits to a designated depository for a period of 24 months shall have the privilege of paying off an employee who has been laid off or discharged within 24 hours, excluding Saturday, Sunday or holidays, and then by the first working day following, at a place designated by the employee from the following alternatives: in the mail to the home of the employee, to the Union Hall, or at the office of the Employer.

ARTICLE XXIII WORKER CLASSIFICATIONS

- (77) An employee performing collective bargaining unit work as defined in this Agreement shall be recognized as one of the following classifications: Apprentice, Journeyman, Foreman or General Foreman. All persons performing bargaining unit work regardless of their title, e.g. superintendent, shall be compensated in accordance with the terms of this Agreement for such work performed and shall be subject to the requirements of Article III.

ARTICLE XXIV SUBCONTRACTING

- (78) The Employer shall not sublet, piece out, lump out or subcontract carpenter labor, nor shall any employee work for any Employer or be a partner or associated with others under any type of arrangement which permits wages or conditions different from any provision of this Agreement.
- (79) It is specifically agreed that no workman (hourly employee) shall do any work in competition with an Employer signing this Agreement.

ARTICLE XXV HARDSHIP ALLOWANCE

- (80) In particular situations where circumstances will invoke a hardship on employees engaged in field construction, an agreement may be worked out between the business agent and Employer whereby the employees will be compensated for such hardships by travel time, transportation and/or subsistence allowance. If the Employer and business agent cannot agree within

twenty-four (24) hours, then the matter shall be referred to the Joint Labor Relations Board and settlement of the final decision shall be binding on both parties.

ARTICLE XXVI REPORTING / SHOW-UP TIME

- (81) Any employee hired by the Employer or referred by the Union who reports to the location designated by the Employer at starting time and work is not provided for any reason shall be paid one (1) hour show-up time, providing the employee was not notified by the Employer before leaving home. When the employee works beyond the first one (1) hour, he shall receive pay for actual hours worked, rounded to the next whole hour. The foreman and steward shall make the determination as to weather conditions in its application to this paragraph. Any employee who of his own choosing absents himself from work without notifying his Employer, or leaves work of his own choosing before quitting time without notifying his Employer, shall not be entitled to reporting time.
- (82) Notwithstanding the foregoing, an employee must remain on the job if so requested in order to be entitled to the pay as provided above; an employee shall be paid only for the actual time worked if he stops work of his own volition.
- (83) The wearing of foul weather gear shall not be mandatory.
- (84) It is agreed where weather conditions do not permit all the carpenters or apprentices on the job to be put to work, but there is work for part of the crew under shelter, that part of the crew may be worked.
- (85) It is also agreed where only part of the crew can work or where overtime is worked, such work will be equitably distributed on a day by day basis among the carpenters and apprentices on the job. When an employee is discharged for the day, the employee shall not work until the following workday.

ARTICLE XXVII FOREMAN

- (86) Except by mutual agreement between the Employer and business agent, all foremen shall be members in good standing for one (1) year in the Ohio & Vicinity Regional Council. On any job where three (3) or more carpenters are employed, one must act as foreman and receive the foreman's scale of wages. On jobs where less than three (3) men are employed, the Employer must assume full responsibility. Other than the foregoing requirements, the Employer will determine

the number of working and non-working foremen required. A foreman assigning work within the jurisdiction trade autonomy of the Union to anyone other than an employee subject to this Agreement shall be in violation of this Agreement.

- (87) Any employee while acting in the capacity of foreman, who asks for or receives any money from an employee, shall be subject to dismissal.
- (88) No employee shall return or rebate any part of his wages to his Employer or any person representing same. Any employee found guilty of violation of this paragraph shall be fired.

ARTICLE XXVIII STEWARDS

- (89) Any steward(s) required by this Article shall be appointed by the business agent. All stewards shall be individuals who have been members in good standing of the Union for at least one (1) year.
- (90) A steward is required on all jobs and/or all shifts where work within the trade autonomy (jurisdiction) of the Union is performed. The steward shall be present at all times during working hours, including overtime hours, for the purpose of seeing that the terms and conditions of this Agreement are being complied with and representing the members of the bargaining unit, and the steward shall remain with or work with the main body of bargaining unit employees at all times. Under no conditions will bargaining unit employees be required to and/or work without a steward being present.
- (91) Where two (2) or more shifts are employed, a steward shall be appointed for each shift. On jobs of unusual size, the business agent may appoint more than one (1) steward per shift, and these stewards shall be known as assistant stewards and account to the steward.
- (92) Union stewards are to work except on jobs of unusual size and then shall not work only after agreement between the Employer and the business agent involved.
- (93) The steward(s) shall be the only authorized representative(s) of the Union on the job and there shall be no discrimination against the steward(s) because of activities on behalf of the Union. The authority of the steward(s) shall be limited to, and shall not exceed, the following duties and activities which may be performed during working hours without any loss of pay and/or benefits:

- (a) checking any and/or all individuals doing bargaining unit work and checking the materials on the job to be used;
 - (b) conscientiously attempting to eliminate any and/or all infraction(s) of the Agreement;
 - (c) checking the pay stub of any person performing bargaining unit work to ascertain if any and/or all such individuals are receiving the wages and benefits required by this Agreement;
 - (d) the investigation and presentation of grievances with the designated Employer representative in accordance with the provisions of this Agreement;
 - (e) the transmission of such messages and information which shall originate with and are authorized by the officers of the Union, provided such messages and information have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods or any other interference with the Employer's business;
 - (f) the investigation and reporting of any accident occurring on the job site.
 - (g) It shall be the duty of the steward to see that the coffee break language in Article XX be observed.
- (94) Stewards shall have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by an official of the Union.
 - (95) The steward shall be permitted to leave his or her work to investigate and adjust grievances of any bargaining unit employee, provided the steward notified his supervisor when leaving his work station.
 - (96) The steward(s) shall not be transferred from a job and/or a shift while employees remain on the job and/or shift without the consent of the Union. When all employees are transferred from the job and/or shift on a temporary basis, the steward must be retained with the employees and shall be the first employee to return to the original job and/or shift. The steward shall be one (1) of the last two (2) employees of this trade to be laid off. In case of a temporary layoff, the steward will be the first employee called back when work resumes. If a job and/or shift is restarted, the steward shall be one (1) of the first two (2) employees to be recalled, and in no event shall there be more than one (1) other employee on a job and/or shift without the steward being recalled.

(97) In the case of trouble on the job or in the shop where bargaining unit employees are employed, the steward shall immediately notify the business agent and remain on the job for instructions from the business agent.

ARTICLE XXIX FACILITIES, EQUIPMENT, SAFETY

(98) The Employer is to furnish a suitable dry and heated shed or room under lock and key for protection of carpentry tools on all jobs. If there are five (5) or more carpenters on the job, there shall be a room or shed exclusively for their use. Buildings over four (4) stories in height are to have a shed on each fourth floor. When there is more than one shift, each shift shall have a separate shed and locked space. The Employer shall be responsible for loss of tools and clothes due to fire during the working hours. After quitting time, the Employer is to be responsible for tools and clothes in locked space if lost through fire, theft or other causes of damage. Proof of the loss must be furnished in all cases. (See paragraph 146 for requirements in Local 372 jurisdiction.)

(99) Drinking Water- Any Employer or Owner who employs carpenters shall furnish clean, cold water in sanitary containers with sanitary drinking cups available at all times. Also, sanitary toilets must be available on all jobs. Ice shall be provided between May 1 and October 1.

(100) Where free parking is not available, the Employer will reimburse an employee a sum not to exceed \$2.50 per day upon presentation of his receipt for his parking. The Employer has the option to designate the parking area. Proper access shall be provided at all times allowing ingress and egress to the parking area.

(101) Any employee working in the water or inclement weather will be provided by the Employer with suitable wearing apparel to keep dry. All rubber sock boots shall be new upon issue; all rubber shoe boots necessary on the job shall be disinfected and in sanitary condition before being issued when they have been used by another employee. On all hard hat jobs, hard hats and new liners shall be furnished by the Employer and the employee shall be responsible to the Employer for their return in good condition.

Employers will provide waterless hand cleaner on all job sites.

(102) No employee shall be allowed to furnish a steel miter box, level longer than 32" or labor-saving device on any job for an Employer. All types of power equipment including welding and burning equipment or

labor-saving device to be furnished and marked by the Employer. No employee shall be allowed to sell, rent or lease power tools or labor-saving devices to a Employer.

(103) When a carpenter journeyman is welding and working under hazardous conditions, a local member of the United Brotherhood of Carpenters (attendant) shall be standing by as a safety man.

(104) The State & Federal Standards shall be observed as the minimum of safety requirements on all work performed under this Agreement. In case of injury, the company safety man must accompany the injured employee to the doctor's office or the hospital when the man is incapable of caring for himself.

(105) The NWOGLCA Substance Abuse Policy shall be in effect for all bargaining unit employees working under the collective bargaining agreement in the Northwest Ohio region of the Ohio & Vicinity Regional Council of Carpenters

(106) It is the policy of the Employer to prohibit the manufacture, sale, possession or use of a controlled substance within the workplace. All employees are required to comply with this policy and shall notify the Employer of any conviction for a criminal offense which occurred at the workplace during working hours involving a criminal drug statute. This notice must be given within five (5) days of the conviction.

(107) The Employer reserves the right to discipline, up to possible termination, any employee convicted of a criminal drug offense which occurred at the workplace during working hours and employees so convicted may be required to participate in an approved drug abuse program at no cost to the Employer. Discipline may also be imposed and criminal prosecution initiated for the possession or use of a controlled substance in the workplace. This notice is being issued to comply with the requirements of the Drug Free Workplace Act, P.L. 100-440.

(108) When a carpenter is injured at a shop or job site, the Employer shall take charge of the carpenter and see that he is given first aid and, if seriously injured, taken to the hospital or his home. The steward shall make a complete report to the Employer and the Union of the accident. The steward shall see that the carpenter's tools, clothing and car are made safe or returned to the injured carpenter's home. Stewards' wages shall be paid by the Employer for all lost time when complying with this paragraph at the regular hourly shift rate. A man injured on the job during working hours shall be paid for the time it takes to go to a doctor. If his injuries are

of such a nature that he cannot report back on the job, he shall receive a full day's pay. If the injured party while still an employee of the Employer on whose job he was injured cannot make a subsequent visit to the doctor outside scheduled working hours, then upon receipt of a written request from the doctor, the time required for one subsequent visit (which time shall not exceed two hours) shall be paid for by the Employer. Subsequent visits, upon written request from the doctor, may be allowed with pay at the sole discretion of the Employer.

ARTICLE XXX
TRADE AUTONOMY
CARPENTERS, JOINERS AND LATHERS

(109) The term "carpenters" and the terms "joiners" and "lathers" are synonymous and in either case shall mean one who performs the work normally allotted to this trade which, subject to the rules and procedures of the National Joint Board for the Handling of Jurisdictional Disputes, is described as follows:

(110) The framing, erecting and prefabrication of roofs, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes. The handling and installation of mechanically fastened roofing materials. The erection of Stran Steel sections or its equal. The building and setting of all concrete forms and deckings, and the dismantling of same (per international agreement) when they are to be reused anywhere. The cutting and hanging of all framework for roofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by the carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling and bracing of those bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, the setting and fabricating of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The setting of precast concrete, including concrete panels. The installation of roofing materials according to the International Agreement.

(111) The handling, moving, and rigging of all carpenter materials from the point of delivery, the handling and moving of all fixtures from delivery truck, and all rigging involved in the performance of the work of the carpenter, shall be performed by carpenters.

(112) The building and moving of all scaffolding, runways and staying where carpenter's tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and

specially designed scaffolding. The building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes and trestles.

(113) Any tarps or plastic material used for the construction of temporary wind break and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.

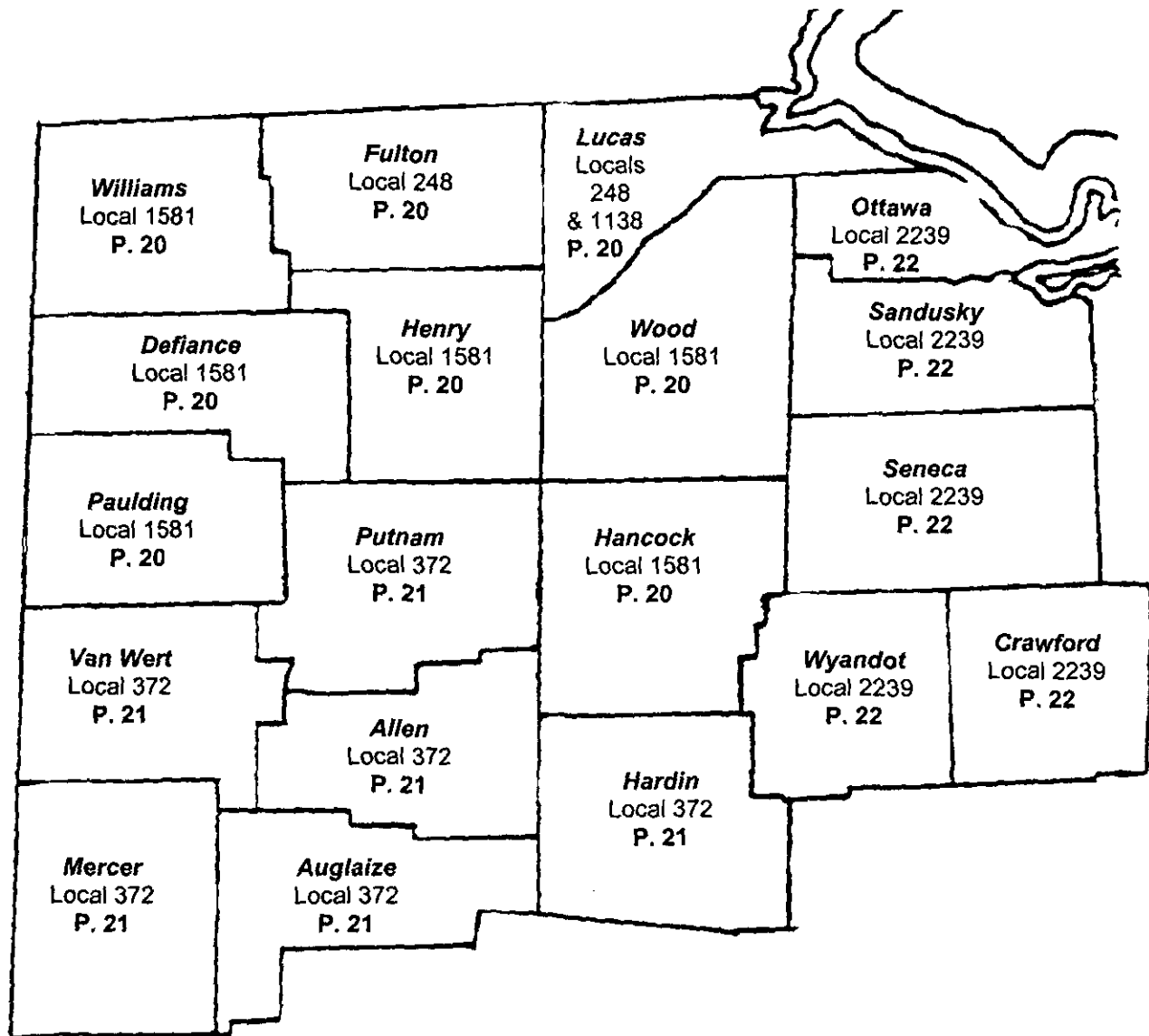
(114) The cutting or framing of openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts and sleeves for pipes, ducts, etc. where carpenters' tools and knowledge are required. The making and installing of all wooden mortar boards, crippling and backing for fixtures. The welding of studs and other fastenings to receive material being applied by the carpenters, if these are not contrary to International Agreements.

(115) 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 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, mouldings, 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 theaters, halls, churches, schools, auditoriums, grandstands and other buildings. The 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, optical tooling and plastic welding.

(116) The installation of all material used in drywall construction such as plasterboard, all types of asbestos boards, transit 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 local agreements.

(117) The building of all barricades and enclosures including, but not limited to, containment units.

- (118) 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 all other caulking in connection with carpenter work.
- (119) The installation of chalk boards as per National Decisions and local agreements.
- (120) The operation of all winches used to raise wooden structures.
- (121) The erection of porcelain enameled panels and siding.
- (122) The sharpening of all carpenters hand or power tools.
- (123) The installation, erection, construction and completion of the following work shall be contracted for by the Employer and shall be assigned to and performed by journeyman carpenters and apprentices.
- (124) All carrying bars, purlins and furring regardless of size, light iron and metal furring of all description, such as rods, channels, flat iron, Nailock, Screwlock, Pomeroy, T.Bar, H.Bar, Z.Bar, metal splines; all light iron and metal studs such as Stran Steel, Penn metal, Truscon and all other types of light iron and metal studs and all other light iron furring erected to receive lath and plaster or acoustical materials.
- (125) The nailing, tying and fastening of all wire and metal lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath and rib and flat expanding metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings on any of the above types of light iron and metal furring which receives lath and plaster or acoustical materials; the placing of all types of floor lath such as hyrib, paperback steelflex floor lath, Penn metal rib and all other appurtenances connected therewith.
- (126) The installation of all types of lath of any size regardless of how it is attached such as wood lath, plaster board, button board, flaxilium board, bishopric celotex, gypsum lath, rocklath, sheetrock, styrofoam or any and all types of materials erected to receive or hold plaster, EFIS or acoustical material.
- The mechanical application of EIFS (Exterior Insulation Finish Systems - Dryvit) insulation board, including EPS (Expanded Polystyrene), Extruded Polystyrene Thermax Sheathing (Polyisocyanurate Foam Core Board) and cement boards that are to receive EIFS and EFS finishes.
- (127) The erection of any and all mechanical acoustical systems such as Cuppies, Economy, Fiberglass, Jackson, Reynolds Aluminum Securities, Interlock Grid or any other type or kind which takes the place of same to which acoustical material is attached or adhered.
- (128) The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base, base screed and any and all other metal plastering accessories which are covered and/or serve as a ground, guard or screed for plaster material.
- (129) The work of the fabrication of all materials on a job shall be assigned to journeyman carpenters and apprentices.
- (130) Carpenters shall use or operate any tools or equipment of the trade necessary to perform the above stated work.
- (131) The installation of corian or other substitute.
- (132) In the event any other craft jurisdiction conflicts with carpenter trade autonomy, no consideration will be given in the absence of the corresponding Collective Bargaining Agreement on the job site in question.
- (133) Any new materials and/or techniques that are introduced replacing traditional carpenter materials and techniques will be considered the trade autonomy of the carpenter.
- (134) The union will accept and perform any work that a contractor assigns provided it is part of the Carpenters accepted Trade Autonomy.



<u>Local</u>	<u>Telephone No.</u>	<u>Fax No.</u>
248	419-893-3782	419-893-4021
372	419-223-9891	419-229-6491
1138	419-893-3089	419-893-4021
1581	419-599-0601	419-599-5957
2239	419-332-6141	419-332-0399
Regional Office	419-893-2317	419-893-4021
Contractor's Assn.	419-241-3601	419-241-8636

For wage rates and working conditions in Local areas above, please refer to the page numbers indicated.

**LOCAL NOS. 248, 1138 AND 1581
LUCAS, WOOD, DEFIANCE, FULTON, HANCOCK,
HENRY, PAULDING AND WILLIAMS COUNTIES**

**ARTICLE XXXI
WAGE RATES**

(135) Changes in wage rates are effective the first full pay period after the dates indicated.

**LUCAS & WOOD COUNTIES
(Locals 248, 1138 and 1581)
Effective July 1, 2003**

	<u>Standard</u>
Base	\$24.32
H&W	4.45
State Pension	3.40
Supp. Pension	3.40
A&A	.40
CAF	<u>.21</u>
TOTAL	\$36.18

ALL COUNTIES:

Deductions:

Savings (\$1.05)

Dues (3.5% of Gross Pay)

Foreman Premium \$2.00

General Foreman \$3.00

Shift Base Rate:

to calculate rate, see paragraph(71)

Apprentice Base Rate Scale: See paragraph (40)

(136) Future wage increases:

7/1/2004 \$1.10

7/1/2005 \$1.20

7/1/2006 \$1.35

**ARTICLE XXXII
WAGE RATES**

(137) Changes in wage rates are effective the first full pay period after the dates indicated.

**FULTON, DEFIANCE, HANCOCK, HENRY,
PAULDING AND WILLIAMS COUNTIES
(Local 248 & 1581)
Effective July 1, 2003**

	<u>Standard</u>
Base	\$20.32
H&W	4.45
State Pension	3.40
Supp. Pension	3.40
A&A	.40

CAF	<u>.21</u>
TOTAL	\$32.18

ALL COUNTIES:

Deductions:

Savings (\$1.05)

Dues (3.5% of Gross Pay)

Foreman Premium \$2.00

General Foreman \$3.00

Shift Base Rate:

to calculate rate, see paragraph(71)

Apprentice Base Rate Scale: See paragraph (40)

(138) Future wage increases:

7/1/2004 \$1.03

7/1/2005 \$1.19

7/1/2006 \$1.37

(139) DEFINITIONS:

**DEFIANCE, FULTON, HANCOCK, HENRY,
PAULDING & WILLIAMS COUNTIES**

Market Recovery - The market recovery wage rate shall be eighty percent (80%) of the standard building rate. The market recovery rate may be utilized without Policy Committee approval on all construction, alterations and/or maintenance (interior and exterior) of "private enterprise" projects, including office buildings, service buildings and retail establishments containing up to 25,000 sq.ft. and all restaurants, churches, two-story motels, nursing homes, warehouses, pre-engineered metal buildings and strip shopping centers.

ALL COUNTIES

Residential Agreement - For wages and working conditions on structures designed for permanent habitation of four (4) stories or less, including single and multi-family dwellings such as apartments and condominiums, see separate Residential Agreement.

Maintenance Agreements - The parties agree to incorporate, by reference, the terms and conditions of the Toledo Area Maintenance Agreement for all maintenance, repair, renovation or retrofit construction. Wage rates to be paid under the Toledo Maintenance Agreement shall be those called for in this Agreement.

Whenever any form of national maintenance agreement refers to applicable wage rates in the local labor agreement, it shall mean the standard base rate herein.

**ARTICLE XXXIII
SPECIAL WORK RATES**

(140) Employer agrees that whenever carpenters or apprentices are required to work on stacks, silos, water coolers, towers, or build or dismantle scaffolding or catwalks, build, dismantle or work on swinging or outriggered scaffolding, or from bosun's chairs, build or strip bridge decking, where such work is subject to a free fall, the following rates will be paid:

Up to 40-foot free fall - Standard scale
 40-100 ft. free fall - \$.50 per hr. above scale
 Over 100 ft. free fall -1.00/ hr. above scale

**ARTICLE XXXIV
REPAIR, REHABILITATION, REMODELING
AND MAINTENANCE WORK**

(141) When for reasons beyond the control of the Employer it is impossible to work a crew in the daytime, namely work on occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at the base rate plus one dollar and twenty-five cents (\$1.25) per hour; provided, however, that he first notifies the business representative in whose territory the work shall be done and the secretary of the Contractor's Association in the area in which the work is being done, with his reasons therefore; and further, provided that his reasons are acceptable to both above named parties.

**ARTICLE XXXV
WAGE RATES**

(142) Changes in wage rates are effective the first full pay period after dates indicated.

**ALLEN, AUGLAIZE, HARDIN, MERCER,
PUTNAM, and VAN WERT COUNTIES
(Local 372)
Effective July 1, 2003**

	<u>Standard</u>
Base	\$20.79
H&W	4.45
State Pension	2.60
Supp. Pension	2.70
A&A	.40
CAF	<u>.16</u>
TOTAL	\$31.10

Deductions:

Dues 3.5% of gross wages
 Vacation \$1.10/hour
 Foreman premium \$1.00
 General Foreman \$1.75

Shift Base Rate:
 To calculate shift base rate, see paragraph (71).

Apprentice Base Rate (% of Journeyman):

1st period - 45%	5th period - 65%
2nd period - 50%	6th period - 70%
3rd period - 55%	7th period - 75%
4th period - 60%	8th period - 80%

Future Apprentice increases:

Effective July 1, 2004

1st period - 50%	5th period - 70%
2nd period - 55%	6th period - 75%
3rd period - 60%	7th period - 80%
4th period - 65%	8th period - 85%

Effective July 1, 2006

1st period - 55%	5th period - 80%
2nd period - 60%	6th period - 85%
3rd period - 65%	7th period - 90%
4th period - 75%	8th period - 95%

All apprentices will receive pension contribution after six (6) months of employment.

(143) Future wage increases:

7/1/2004	\$1.03
7/1/2005	\$1.19
7/1/2006	\$1.37

(144) DEFINITIONS:

Market Recovery - The market recovery wage rate shall be eighty percent (80%) of the standard building rate. The market recovery rate may be utilized without Policy Committee approval on all construction, alterations and/or maintenance (interior and exterior) of "private enterprise" projects, including office buildings, service buildings and retail establishments containing up to 25,000 sq.ft. and all restaurants, churches, two-story motels, nursing homes, warehouses, pre-engineered metal buildings and strip shopping centers.

Residential Agreement - For wages and working conditions on structures designed for permanent habitation of four (4) stories or less, including single and multi-family dwellings such as apartments and condominiums, see separate Residential Agreement.

**ARTICLE XXXVI
SPECIAL WORK RATES**

(145) Employer agrees that whenever carpenters or apprentices are required to work on stacks, silos, water

coolers, towers, or build or dismantle scaffolding or catwalks, build, dismantle or work on swinging or outriggered scaffolding, or from bosun's chairs, build or strip bridge decking, where such work is subject to a free fall, the following rates will be paid:

Up to 40-foot free fall - Standard scale
 40-100 ft. free fall - \$.50 per hr. above scale
 Over 100ft. free fall -\$1.00 per hr. above scale

(146) **TOOLS** - The Employer shall furnish a suitable, lockable, lighted room large enough to accommodate carpenters and apprentices on the job to keep tools and clothing in and the steward shall be furnished with a key. This room shall be properly heated from October to May. In the case of fire, theft, flood or windstorm, or by forcible entry on a job at any time, the Employer shall be responsible for the loss of tools and clothing if the claim is supported by a notarized statement of loss.

**ARTICLE XXXVII
 SPECIAL SHIFT**

(147) When for reasons beyond the control of the Employer it is impossible to work a crew in the daytime, namely work on occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at the base rate plus one dollar and twenty-five cents (\$1.25) per hour; provided, however, that he first notifies the business representative in whose territory the work shall be done and the secretary of the Contractor's Association in the area in which the work is being done, with his reasons therefore; and further, provided that his reasons are acceptable to both above named parties.

**ARTICLE XXXVIII
 WAGE RATES**

(148) Changes in wage rates are effective the first full pay period after dates indicated.

**CRAWFORD, OTTAWA, SANDUSKY, SENECA,
 WYANDOT COUNIES
 (Local 2239)
 Effective July 1, 2003**

Fringe benefit contributions are paid on an hours worked basis. However, effective 7/1/2005, fringe benefit contributions will be based on hours paid.

	<u>Standard</u>
Base	\$21.62
H&W	4.45
State Pension	3.15
Supp. Pension	3.15

A&A	.40
CAF	<u>.21</u>
TOTAL	\$32.98

Deductions:

Dues 3.5% of gross wages
 Vacation \$.05/hour
 Foreman premium \$1.50
 General Foreman \$2.25

Shift Base Rate:

To calculate shift base rate, see paragraph (71).
 Apprentice Base Rate Scale, see paragraph (40).

(149) **Future wage increases:**

7/1/2004	\$0.76
7/1/2005	\$0.93
7/1/2006	\$1.10

(150) **DEFINITIONS:**

MARKET RECOVERY - The market recovery wage rate shall be eighty percent (80%) of the standard building rate. The market recovery rate may be utilized without Policy Committee approval on all construction, alterations and/or maintenance (interior and exterior) of "private enterprise" projects, including office buildings, service buildings and retail establishments containing up to 25,000 sq. ft. and all restaurants, churches, two-story motels, nursing homes, warehouses, pre-engineered metal buildings and strip shopping centers.

RESIDENTIAL AGREEMENT - For wages and working conditions on structures designed for permanent habitation of four (4) stories or less, including single and multi-family dwellings such as apartments and condominiums, see separate Residential Agreement.

**ARTICLE XXXIX
 SPECIAL WORK RATES**

(151) Employer agrees that whenever carpenters or apprentices are required to work on stacks, silos, water coolers, towers, or build or dismantle scaffolding or catwalks, build, dismantle or work on swinging or outriggered scaffolding, or from bosun's chairs, build or strip bridge decking, where such work is subject to a free fall, the following rates will be paid:

Up to 40-foot free fall - Standard scale
 40-100 ft. free fall - \$.50 per hr. above scale
 Over 100 ft. free fall -\$1.00 per hr. above scale

**ARTICLE XXXX
SPECIAL SHIFT**

(152) When for reasons beyond the control of the Employer it is impossible to work a crew in the daytime, namely work on occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at the base rate plus one dollar and twenty-five cents (\$1.25) per hour; provided, however, that he first notifies the business representative in whose territory the work shall be done and the secretary of the Contractor's Association in the area in which the work is being done, with his reasons therefore; and further, provided that his reasons are acceptable to both above named parties.

LETTER OF ASSENT

This agreement is entered into by and between the Ohio & Vicinity Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as the "Union") and _____ (hereinafter referred to as the "Employer").

WHEREAS, the Union and the Employer are aware of the mutual benefits to be derived from collective bargaining and stable labor relations; and

WHEREAS, the Employer has agreed to become bound by and abide by the terms of the July 1, 2003 through June 30, 2007 Articles of Agreement covering the Northwest Region of Ohio between the Labor Relations Division of the Associated General Contractors of Northwestern Ohio, Inc. (hereinafter referred to as "Association") and the Union; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration that:

The Employer acknowledges that it is signatory to and bound by the July 1, 2003 through June 30, 2007 Articles of Agreement between the Association and the Union which is attached hereto and incorporated by reference as if fully rewritten herein, and any extension(s), change(s), renewal(s), modification(s), and/or amendment(s) thereto.

The Employer acknowledges that the Union has offered to establish its majority status by allowing the Employer to examine authorization cards voluntarily executed by the Employer's eligible employees in an appropriate unit and has waived the opportunity to examine the authorization cards; and therefore the Employer recognizes, pursuant to Section 9(a) of the Labor Management Relations Act of 1947 as amended, the Union as the sole and exclusive bargaining representative for all full time and regular part time journeymen, apprentices, trainees, foremen and general foremen performing carpentry work, but excluding all office employees, professional employees, managerial employees, guards and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

The Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation during the term of any negotiated collective bargaining agreement.

The Employer shall sign the required Participation Agreement(s) for the various fringe benefit funds established by the July 1, 2003 through June 30, 2007 Articles of Agreement between the Association and the Union, which is attached hereto and incorporated by references as if fully written herein.

This Letter of Assent shall become effective upon its signing and shall remain in full force and effect unless and until the Employer complies with Articles XVII and XIX of the July 1, 2003 through June 30, 2007 Articles of Agreement between the Association and the Union.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, _____.

**OHIO & VICINITY REGIONAL COUNCIL OF
CARPENTERS, a/w
UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA,**

By: _____

Title: _____

EMPLOYER

Company Name

By: _____
Signature

Print Name: _____

Title: _____

Address

City, State, Zip

Telephone #: _____

Federal ID # _____

Workers Comp # _____

Unemployment # _____

LETTER OF ASSENT

This agreement is entered into by and between the Ohio & Vicinity Regional Council of Carpenters, a/w United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as the "Union") and _____ (hereinafter referred to as the "Employer").

WHEREAS, the Union and the Employer are aware of the mutual benefits to be derived from collective bargaining and stable labor relations; and

WHEREAS, the Employer has agreed to become bound by and abide by the terms of the July 1, 2003 through June 30, 2007 Articles of Agreement covering the Northwest Region of Ohio between the Labor Relations Division of the Associated General Contractors of Northwestern Ohio, Inc. (hereinafter referred to as "Association") and the Union; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration that:

The Employer acknowledges that it is signatory to and bound by the July 1, 2003 through June 30, 2007 Articles of Agreement between Association and the Union which is attached hereto and incorporated by reference as if fully rewritten herein, and any extension(s), change(s), renewal(s), modification(s), and/or amendment(s) thereto.

The Employer acknowledges that the Union has offered to establish its majority status by allowing the Employer to examine authorization cards voluntarily executed by the Employer's eligible employees in an appropriate unit and has waived the opportunity to examine the authorization cards; and therefore the Employer recognizes, pursuant to Section 9(a) of the Labor Management Relations Act of 1947 as amended, the Union as the sole and exclusive bargaining representative for all full time and regular part time journeypersons, apprentices, trainees, foremen and general foremen performing carpentry work, but excluding all office employees, professional employees, managerial employees, guards and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

The Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation during the term of any negotiated collective bargaining agreement.

The Employer shall sign the required Participation Agreement(s) for the various fringe benefit funds established by the July 1, 2003 through June 30, 2007 Articles of Agreement between the Association and the Union, which is attached hereto and incorporated by references as if fully written herein.

This Letter of Assent shall become effective upon its signing and shall remain in full force and effect unless and until the Employer complies with Articles XVII and XIX of the July 1, 2003 through June 30, 2007 Articles of Agreement between the Association and the Union.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, _____.

**OHIO & VICINITY REGIONAL COUNCIL OF
CARPENTERS, a/w
UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA,**

By: _____

Title: _____

EMPLOYER

Company Name

By: _____
Signature

Print Name: _____

Title: _____

Address

City, State, Zip

Telephone #: _____

Federal ID # _____

Workers Comp # _____

Unemployment# _____