

8939

2,500 ee

CARPENTERS AGREEMENT

This Agreement is by and between the LABOR RELATIONS DIVISION, CINCINNATI DIVISION, AGC of Ohio, Inc., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., as negotiating agent only, for each Employer who hereafter signs this Agreement or a true copy thereof, hereinafter referred to as the Employer, party of the first part, and the OHIO & VICINITY REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the Union, party of the second part.

PREAMBLE

The Employer and the Union, recognizing the necessity for 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.

ARTICLE I

This Agreement is negotiated by the Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc., as negotiating agent only for Employers of Carpenters within the area as defined herein. For any breach of this contract, the liability of the Labor Relations Division Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc. shall be only that of negotiating agent, acting without liability for its individual members, and the liability for members shall be several and not joint.

It is agreed that the Employer will not hold the Ohio & Vicinity Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, or any Local Union thereof, financially responsible for any violation of this contract caused by a member, or members, other than officers, agents or representatives, who acts without authorization of the duly elected officers of the District Council, International Union, or any of the local unions thereof.

Negotiated Agreement shall be just as binding on the Employees as the Employer.

ARTICLE II

LEGALITY OF AGREEMENT -- The provisions of the National Labor Relations Act, as amended, rulings and regulations issued by the National Labor Relations Board, or its agent; and all courts and agencies having legal jurisdiction, shall govern the provisions of this Agreement, its interpretations, amendments, change, and every other thing in relation to its operation and enforcement.

Any provisions herein contained that are contrary to or held to be in violation of the Law on the part of either party hereto by any Law, now in force or hereinafter enacted and effective, shall have no force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

ARTICLE III

BASIC CLASSIFICATION -- Concrete forms or form components, with the exception of patented form systems, built up and assembled of dimensional lumber or plywood shall be built-up, assembled, cut, fitted and erected by outside Carpenters of this jurisdiction. When an Employer party to this Agreement repairs or revamps patented forms with his/her own Employees, such work shall be performed by carpenters.

ARTICLE IV

RECOGNITION AND PROCEDURE -- Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all carpenters in the employ of the Employer for the purposes of collective bargaining concerning wages, hours of employment, and all other conditions of employment.

Section 2. The jurisdiction of work covered by the Agreement is the jurisdiction of work claimed by the United Brotherhood of

Carpenters and Joiners of America, which is as follows: The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consist of the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials; pile driving; cutting, fitting and placing of lagging; and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment and all materials used by the members of the United Brotherhood of Carpenters and Joiners of America, but nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his/her rights by permitting the inclusion of the Union's claimed jurisdiction of work in this contract.

Section 3. The parties hereto agree to be bound within the territorial jurisdiction of this Agreement by the terms and provisions of the Agreement dated June 1, 1975 establishing the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In particular, the parties agree to be bound by those provisions of the Agreement requiring compliance "with the decisions and awards of the Board or Hearings Panels." (Art. VIII, Section 1(a)) Decisions rendered under the Plan shall be final, binding and conclusive on the parties. This clause shall run for the term of this Agreement unless the Plan is terminated prior to the expiration of this Agreement or unless the Associated General Contractors of America, Inc. terminates its participation in the Plan prior to the expiration date of this Agreement. Should either event occur, this stipulation shall cease to be effective on the date of such occurrence.

ARTICLE V

UNION SHOP -- Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all Employees covered by this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such Employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. If the Union requests the discharge of an Employee for non-compliance with the provisions of this Article, such request shall be in writing.

Section 2. If the provisions for Union Security Clauses are modified by the Congress during the term of this Agreement, it will be permissible to open this clause for discussion even though it occurs during the life of this contract.

Section 3. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees uniformly required or, in the event that the Employee objects to the payment of full dues and initiation fees, only the obligation to pay periodic dues and initiation fees related to representational costs.

ARTICLE VI

GEOGRAPHICAL SCOPE -- Section 1. This Agreement shall be operative and effective in the following areas: Zone A; Hamilton, Clermont, Brown, Clinton, Warren and Butler Counties in Ohio. Zone B; Boone, Bracken, Campbell, Grant, Kenton & Pendleton Counties in Kentucky.

Section 2. Carpenters living in the area covered by this Agreement shall be given preference in employment and in retention in employment without regard to Union membership. One man excepted.

Section 3. The geographic scope of this Agreement shall be as listed above in Section 1. Contractors signatory to this Agreement further agree that in the event that they work within any of the nine other

counties under the jurisdiction of the OVRCC they will pay the wages and fringe benefits of that county but will work under the conditions stipulated under this Agreement.

ARTICLE VII

Section 1. The Union shall not transfer its members from one Employer to another without the consent of the Employer for whom they are working and the Employer shall not transfer Carpenters to another Employer who is not a party to an Agreement with the Ohio & Vicinity Regional Council of Carpenters without the consent of the Union.

Section 2. It is further agreed that the Employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by an Agreement with the Ohio & Vicinity Regional Council of Carpenters. The Employers agree not to offer and/or pay, and the Employees will not accept, a bonus based on specific performance on any individual job.

ARTICLE VIII

HOURS -- Section 1. Eight (8) hours or ten (10) hours between 6:00 a.m. and 6:00 p.m. shall constitute a regular day's work. It is agreed that when a crew does not work an 8 hour day due to weather conditions or due to conditions beyond the contractor's control during the specific work hours established for the regular work day, then make-up hours can be worked during the balance of the work week Monday through Saturday: by working an additional two (2) hours per day (up to 10 hours per day) at the regular rate of pay (up to 40 hours per week), and/or by working on Saturday at the regular rate of pay (up to 40 hours per week). Notice of any make-up hours to be worked shall be given on the previous day. A holiday that falls within the work week shall not cause make-up hours to occur. By mutual agreement between the Union and the Employer, the starting time may be adjusted, with notification to the Union 72 hours prior. Individual crew starting time may be changed to accommodate the work. The regular starting time shall not apply on any special work which cannot be done during regular working hours, or on any work performed on Sundays or Holidays for which the overtime rates are paid.

Section 2. Shift work is permitted. When shift work is performed, Employees on the first shift shall receive eight (8) hours pay for eight (8) hours work, Employees on the second shift shall receive eight (8) hours pay for seven and one-half (7-1/2) hours work, and Employees on the third shift shall receive eight (8) hours pay for seven (7) hours work. Employees scheduled for second or third shift shall be guaranteed a full shifts work or pay unless work is canceled due to poor weather conditions or if the Employee leaves the workplace of his/her own volition. The third shift of the day preceding Saturday or a Holiday shall be paid at the regular shift rate. The Union shall be notified prior to the start of any shift work.

Section 3. No journeyman shall be permitted to work in more than one shift in any twenty-four (24) hour period.

Section 4. When a job, because of occupancy of an owner or tenant, cannot be performed during regular working hours, the work on this job may be performed outside of regular working hours at the applicable shift rates, Saturdays, Sundays and Holidays excluded.

Section 5. When job conditions warrant, the foreman and steward on the job shall designate time to pick up tools, clean up, and get tools to shed of not less than five (5) minutes and not more than ten (10) minutes.

Section 6. Carpenters shall not leave their tool shed until starting time of any shift, nor at the end of the work day leave the shed until quitting time.

Section 7. Carpenters shall be allowed adequate time during working hours to keep their tools in proper condition.

Section 8. Carpenters shall be notified one hour prior to termination of employment but shall not leave job or quit work until end of pay day.

Section 9. If an Employee is required by the Employer or his/her representative to take all or a part of his/her thirty (30) minute lunch

period outside of the period encompassed by one-half hour prior to the start of the regular job lunch period and one-half hour after the completion of the regular job lunch period, the Employee shall be paid the applicable overtime rate for the half hour worked during the regular job lunch period.

ARTICLE IX

4-10's: At the discretion of the Employer and the Union a 4-10 hour schedule may be worked. Friday and Saturday only would become the make-up days in a 4-10's schedule.

When the Friday and Saturday make-up is used it is agreed that when a crew works 30 hours or less during the regular 4-10's work week, Monday through Thursday this 10 hours may be made up by the crew on Friday and Saturday weather permitting at the regular rate of wages. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate. In the event of a make-up day it shall be voluntary on the part of the Carpenter(s) and the declining of such work shall be without Penalty or Recrimination. Notice will be given by noon Thursday if a make-up day is to be worked.

ARTICLE X

WAGES -- Section 1. The hourly wage of Journeyman Carpenters and Pile Drivers shall be as follows:

Ohio (Zone A) 6/1/04
22.35

Kentucky (Zone B) 19.95

Increases are scheduled for June 1, 2005 and June 1, 2006 at \$1.00 each year respectively.

At the option of the Union, and upon prior 60 days notice to the Labor Relations Division, Cincinnati Division, AGC of Ohio, Associated General Contractors of America, Inc., the wage rate established by this Agreement may be reduced and the Employer contribution to the Health and Welfare Fund and/or Pension Fund increased by the amount of the wage reduction.

Section 2. **APPRENTICE RATES:** The following percentages of the journeyman hourly scale will be in effect for apprentices.

- *1st 6 months 60%
- *2nd 6 months 65%
- *3rd 6 months 70%
- *4th 6 months 75%
- 5th 6 months 80%
- 6th 6 months 85%
- 7th 6 months 90%
- 8th 6 months 95%

*The Employer will pay forty (\$0.40) cents per hour into the Pension Fund until the apprentice reaches the 5th period of Apprenticeship. Any increase for the Journeyman pension during the term of this Agreement will be applied to the above rate. After Apprentice reaches the 5th period, he or she will receive the appropriate rate of pension for journeyman.

The starting rate for an apprentice shall be set forth above and the upgrading shall be as follows: Where an apprentice has completed the requirements of the Performance Evaluated Training System on a monthly or quarterly basis, his/her entire record, including the Instructors' Evaluation sheet showing grades and job performance, personal attitude, attendance, total work completed, etc. shall be submitted to the Committee for evaluation and recommendation.

Based on this record, it shall be the responsibility of the Committee to decide whether to advance the apprentice and grant the applicable wage increase.

Section 3. If a Pre-Apprentice program is approved by the Union, their rate shall be 50% of the base rate and will include Health and Welfare contributions.

ARTICLE XI

PENSION PLAN -- Section 1. The Pension Plan Agreement dated May 24, 1962 between Cincinnati Division, Associated General Contractors of Ohio, Inc. (AGC of Ohio, Associated General Contractors of America, Inc.), as negotiating agent, and the Union, as heretofore amended, creating the Ohio & Vicinity Regional Council of Carpenters Pension Plan, shall continue in effect until the date of termination of this Agreement pursuant to Article XXXII.

Section 2. [a] Subject to the provisions of Section 3, during the continuation of this Agreement, and subject to the limitations provided in Section 2.4 of the Pension Plan Agreement, each Employer shall pay to the Corporate Trustee for credit to the Pension Trust Fund, for each hour such Employer compensates each Employee at his/her straight time or overtime hourly rate.

June 1, 2004..... \$3.40

Section 3. Each Employer shall pay its contribution to the Corporate Trustee monthly on or before the 20th day of each calendar month on account of hours for which it compensates Employees during the preceding calendar month. With each such payment, such Employer shall deliver to the Corporate Trustee a schedule relating thereto in such form as the Board of Administration of such Plan requires. The Board of Administration of said Plan may require weekly contributions from Employers to the extent provided in paragraph (b) of section 2.3 of the Pension Plan Agreement.

Section 4. Each Employer who is eligible to be a party to the Pension Plan Agreement but who has not heretofore applied to become a party thereto by his/her execution of this Agreement applies to become a party to and be bound by the provisions of said Pension Plan Agreement, as now in effect and hereafter amended.

Section 5. The Board of Administration of the Pension Plan is hereby authorized to adopt appropriate amendments to the Pension Plan Agreement and to Schedule A as heretofore amended attached to said Agreement evidencing the provisions of this Article.

ARTICLE XII

HEALTH AND WELFARE FUND -- Section 1. Effective with the hours worked on and after June 1, 1992 the Employer agrees to contribute to the Ohio & Vicinity Regional Council of Carpenters Welfare Fund for each straight time and each overtime hour worked by Employees covered by this Agreement:

June 1, 2004 \$3.40

Section 2. This Fund shall be administered by a Board of Trustees, eight in number, four of whom shall be designated by the Ohio & Vicinity Regional Council of Carpenters and four of whom shall be designated by the Labor Relations Division, Cincinnati Division, AGC of Ohio, Associated General Contractors of America, Inc. The Trustees shall administer this Fund in accordance with the terms and provisions of the Agreement and Declaration of Trust established for this purpose and approved by the Ohio & Vicinity Regional Council of Carpenters and the Cincinnati Division, Associated General Contractors of Ohio, Inc. (AGC of Ohio, Associated General Contractors of America, Inc.). It is further agreed that no fund shall be established under which the contributions of the Employer are construed as wages and that such Fund shall meet and conform with the Labor Management Relations Act and other laws now in effect and herein after enacted affecting such a fund or contributions.

Section 3. Each Employer shall pay its contributions to this Fund on or before the 20th day of each calendar month on account of hours for

which it compensates Employees during the preceding calendar month. With each such payment, such Employer shall deliver to the Trustees a schedule relating thereto in such form as the Board of Trustees of the Fund requires.

SECTION XIII

ANNUITY: Section 1. The parties agree to the establishment of a Defined Contribution Pension Plan (Annuity Plan) Trust Agreement.

Section 2. Subject to the provision of Section 3, during the continuation of the Agreement, the Employer shall pay to the Corporate Trustee for credit to the Annuity Plan Trust Fund, for each hour the Employer compensates each Employee at his/her straight time or overtime hourly rate an amount equal to \$0.10.

June 1, 2004..... \$0.10

Section 3. The Employer shall pay its contribution to the Corporate Trustee monthly on or before the 20th day of each calendar month on account of hours for which it compensates Employees during the preceding calendar month. With each such payment, the Employer shall deliver to the Corporate Trustee a schedule relating thereto in such form as the Board of Administration of such Plan requires. The Board of Administration of said Plan may require weekly contributions from the Employer to the extent provided in the Annuity Plan Trust Agreement.

Section 4. The Board of Trustees created under the Annuity Plan Trust Agreement is hereby authorized to establish an Annuity Plan evidencing the provisions of this Article.

ARTICLE XIV

CARPENTERS AND MILLWRIGHTS TRAINING AND EDUCATIONAL TRUST FUND -- Section 1. The parties agree to the establishment of a Carpenter and Millwright Training and Educational Trust Fund.

Section 2. The Fund shall be administered by a Board of Trustees, with equal representation from the Employer and the Union, as assigned in the Articles of the Trust; and in a manner consistent with the terms and provisions of the Agreement and Declaration of Trust established for this purpose. It is further agreed by the parties hereto that no Fund shall be established under which the contributions of the Employer are to be construed by any taxing authority as wages; and that such Fund shall conform with the Labor Management Relations Act, and other laws now in effect and hereinafter enacted affecting such a Fund or contribution.

Section 3. The parties agree to the establishment of a Joint Apprenticeship and Training Committee(s) as provided for under the provisions of the Trust Fund. The Committee(s) shall continue their activities during the life of this Agreement, and supervise the apprenticeship and training in accordance with the "Standards" as approved by the Trustees of the Fund. The Joint Apprenticeship and Training Committee(s) shall be composed of equal representation from the Employer and the Union.

Section 4. The Employer agrees to contribute twenty-eight cents (\$0.28) for each hour worked by Employees covered by this Agreement until the new training building is paid for and then shall revert back to twelve and one-half cents (\$0.125) or a rate to be determined by the Training Trust.

June 1, 2001..... \$0.28

Section 5. Contributions to this Fund shall be paid by Employers on or before the 20th day of each month, on hours for which it compensates Employees covered by this Agreement for the preceding calendar month. With each such payment, such Employer shall submit to the Trustees of the Fund, a schedule relating thereto in such form as the Board of Trustees require.

Section 6. The establishment of the United Brotherhood of

Carpenters and Joiners of America National Health and Safety Fund, and National Apprenticeship and Training Fund will become a part of this Article. The Employer shall contribute an additional \$0.04 (four cents) per hour for each hour worked by all Employees covered by this Agreement to the UBCJA to be divided equally between the National Health and Safety Fund and the National Apprenticeship and Training Fund.

June 1, 1998..... \$0.04

Section 7. The Trust Fund thus established with all its terms and provisions, and with any amendments thereto, shall be considered a part of this Agreement; and shall continue in full force and effect throughout the life of this Agreement unless terminated in a manner consistent with the provisions therein.

Section 8. In accordance with applicable OSHA safety and health standards requiring safety training and education, the Union shall make available to each member the 16-hour STP "Safety Training Passport" Program certified by the U.S. Department of Labor in its training and upgrading program. All existing Employees should be trained before June 1, 2002 and any Employee not in compliance with this safety training requirement shall not receive scheduled wage increases on that date.

Section 9. All journeyman carpenters shall complete 20 hours of training each year. The Carpenter Training Center will develop, conduct, monitor and certify such training, utilizing input from Employers.

Section 10. The Employer agrees to contribute five cents (\$0.05) for each hour worked by employees covered by this agreement for the cost of training only.

June 1, 2004\$0.05

ARTICLE XV

CONSTRUCTION ADVANCEMENT PROGRAM OF GREATER CINCINNATI -- Section 1. It is understood that Allied Construction Industries of Cincinnati ("Allied Construction Industries"), an Ohio corporation not for profit, is establishing a Declaration of Trust with a board of nine Trustees, a fund (herein called the "Fund") to put into effect the Construction Advancement Program of Greater Cincinnati, the purposes of such program to be to generally promote and improve the construction industry in the Greater Cincinnati area, including, without limiting the generality of the foregoing, development of markets, improvement of relations of Employers with others (including the public, architects, suppliers and labor), educational programs, the preparation and distribution of collective bargaining agreements (including pension, health and welfare plans), providing services in connection with the administration of pension, health and welfare plans, and other matters of general benefit to the industry; provided that the activities shall not include the influencing of legislation, the providing of financial aid to Employers or Employees during work stoppages, or making any payments, except for services actually rendered, in connection with the program to any members or officers of Allied Construction Industries or of any other Employer contributing to the Fund. It is understood that each Employer will be furnished with a copy of the Declaration of Trust upon request, and that, subject to the foregoing limitations, such Declaration of Trust may be amended from time to time by Allied Construction Industries.

Section 2. During the continuation of this Agreement, commencing with November 1, 1993, each Employer a party hereto shall pay to the Fund five cents (\$0.05) for each hour worked by each of the Employees who is in the collective bargaining unit covered by this Agreement.

Section 3. Each Employer shall pay the contribution to the Fund monthly on or before the 26th of each month on account of hours for

which it compensated such Employee during the preceding calendar month, and with each such payment shall deliver to the Board of Trustees of the Fund a schedule relating thereto in such form as the Board of Trustees requires.

June 1, 1993..... \$0.05

ARTICLE XVI

CHECK-OFF -- Section 1. Commencing June 1, 1992 and continuing thereafter during the term of this Agreement, and in accordance with the terms of an individual and voluntary authorization for Check-Off of membership dues in the form agreed upon by the parties hereto and permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended. The Employer agrees to deduct once each week from the wages of each Employee covered by this Agreement, who signs such authorization, dues check-off at the rate of four percent (4%) of the applicable wage rate of apprentice or journeyman wages including overtime hours.

Section 2. The amount deducted shall be remitted to the Union by the 20th day of the following month together with a statement setting forth the name and hours worked of each Employee from whose wages the deduction is made.

June 1, 2001..... 4%

ARTICLE XVII

OVERTIME -- Section 1. All hours of work over forty (40) hours in any one week, Monday through Saturday or over eight (8) hours per day on a 5-8 hour day schedule, or over ten (10) hours per day on a 4-10 hour day schedule, shall be paid for at one and one-half times the Employee's basic wage rate. It is agreed that when a crew does not work an 8 hour day due to weather conditions or due to conditions beyond the contractor's control during the specific work hours established for the regular work day, then make-up hours can be worked during the balance of the work week Monday through Saturday: by working an additional two (2) hours per day (up to 10 hours per day) at the regular rate of pay (up to 40 hours per week), and/or by working on Saturday at the regular rate of pay (up to 40 hours per week). Notice of any make-up hours to be worked shall be given on the previous day. A holiday that falls within the work week shall not cause make-up hours to occur. Any work on Friday (on a 4-10's schedule) or on Saturday shall be on a voluntary basis.

Section 2. Except as provided in Section 3, all hours of work performed on Sundays and Holidays, shall be paid for at two times the Employee's basic wage rate.

Section 3. Employees working on a second shift shall be paid the applicable overtime rate for all hours of work performed in excess of seven and one-half hours. Employees working on a third shift shall be paid the applicable overtime rate for all hours of work performed in excess of seven hours.

Section 4. The steward on the job shall be notified prior to the performance of any overtime work. The steward shall in turn notify the District Secretary.

ARTICLE XVIII

TRANSPORTATION EXPENSE -- The Employer shall provide transportation when Employees are moved between jobs during working hours or shall allow the current IRS mileage rate to be paid per car in lieu thereof. Carpenters shall not suffer loss of hourly wages due to moving from job to job during regular working hours.

When Employees are sent out of the District Council jurisdiction to work, the Employer shall provide a reasonable payment of traveling expenses. This shall be done on a job by job basis but should include payment for mileage (if using the Employee's own vehicle), lodging (if required), and meals.

ARTICLE XIX

REPORTING TIME - Section 1. When Employees are ordered by the Employer or his/her representative to report for work, or to remain on the job, not to exceed one hour, at a specified time and place and the work is not ready, they shall be paid one hour for reporting, provided they remain on the job for the one hour unless released earlier by the Employer or his/her representative.

Section 2. When Employees start to work, they shall be paid for the actual hours worked.

ARTICLE XX

TIME OF PAY -- Employees shall be paid each week on or before quitting time, and no more than five (5) day's pay shall be held back from the regular weekly pay. Employee shall receive a maximum of eight (8) hours pay per day at one and one-half times the Employee's basic wage plus payments to the fringe benefit funds, seven days per week for all time the Employee is waiting to be paid, provided the Employee actively pursues payment, performs no work for the Employer, and the Employee immediately notifies the Employer and the Union of the default under this section.

Section 2. Employees discharged from work shall receive their full pay at that time.

Section 3. All Employees leaving work on their own accord will be paid on the regular pay day, or by mail if so requested.

Section 4. The check stub or its equivalent shall show the total payroll hours, broken down into straight time and overtime hours, gross pay and an itemized listing of all deductions.

Section 5. On regular pay day when a job is shut down due to inclement weather or for any other reason, the Employer shall make every effort to pay by 10:00 A.M.

ARTICLE XXI

HOLIDAYS -- Section 1. The following days shall be designated as holidays and shall be observed on the day observed nationally: New Year's Day, Federal Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. Any carpenter who may not wish to work on Martin Luther King Day or the day after Thanksgiving shall be allowed these days off provided the carpenter notifies the Employer one week before the day. There shall be no reprisal for exercising this right.

Section 3. There shall be no work performed on Labor Day except in special cases of extreme emergency.

ARTICLE XXII

PILE DRIVERS -- Section 1. Pile driving is a branch of the trade coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America and shall include all job site work in connection with the following:

The unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading of all equipment that is used exclusively for pile drivers, including pile butts. Pile butts are defined as sheeting or scrap piling. The unloading, welding, cutting of all piling, lagging, installation, repairing, bracing, tying, extracting and reloading of any type of piling or materials used in connection therewith.

The handling of all materials and hand operated equipment that is required in connection with the installation of piling.

The underwater work that may be required in connection with the installation of piling. The diver and his/her tender shall work as a team and shall arrive at their own financial arrangements with the Contractor if they furnish their necessary underwater gear. When the Contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one-half (1-1/2) times the journeyman rate for the time spent in the water. A diver spending time in the water shall receive a minimum of four (4) hours pay at the above rate; if a diver spends more than four (4) hours in the water, he/she shall receive a minimum of eight (8) hours pay at the above rate.

For the purpose of this Agreement, Pile driver's work shall include,

but not be limited to, the following: Any configuration of wood, steel, concrete, or composite that is jetted, driven or vibrated into the ground by conventional pile driving equipment for the purpose of supporting a future load that may be of a permanent or temporary nature, or any configuration of combination of steel, concrete or composite that may be installed into the ground by auger drilling for the purpose of supporting a foundation structure or for a tie-back system and has been historically performed by Pile Drivers in accordance with this Agreement.

Section 2. Pile driving crews will be manned at the discretion of the Employer maintaining jurisdiction and safety.

Section 3. The top worker on interlocking steel sheet piling shall receive twenty-five cents (\$0.25) more per hour than the journeyman scale.

ARTICLE XXIII

APPRENTICES - An Employer shall have the right to employ apprentices at the following ratio of journeymen carpenters:

One apprentice for the first journeyman and one apprentice for every two journeymen thereafter.

When an Employer has four (4) carpenters working in its employment as journeymen, the fifth carpenter hired shall be an apprentice, if available. After each six (6) additional carpenters working in its employment as journeymen, the next carpenter hired shall be an apprentice, if available.

ARTICLE XXIV

FOREMEN -- Section 1. Where there are three (3) or more Carpenters on the job, one shall be designated as foreman by the Employer and shall receive in addition to journeyman wages not less than the amount indicated below.

Section 2. Where there are three (3) or more foremen on the job or project, one may be designated by the Employer to act as General Foreman and shall receive in addition to journeyman wages not less than the amount indicated below. No sub-foreman shall be allowed.

Foreman.....	\$1.50
General Foreman.....	\$2.00

ARTICLE XXV

STEWARD -- Section 1. The Union shall have the right to appoint a steward on each job. The steward shall appoint a sub-steward to act only when the steward is absent from the job by his/her own volition.

Section 2. It shall be the duty and obligation of the Steward to enforce the provisions of this contract.

Section 3. The Steward is not to be discharged for performing his/her duty as a steward. The Employer agrees to notify the Union office before a steward is laid off or discharged. It is also agreed that the Employer will give special consideration to stewards when crews are reduced, but that stewards should be retained as long as they are qualified to perform the remaining work and there are as many as three Employees working as journeymen on the job.

Section 4. In case the Employer and Union cannot agree on any such case, the matter is to be referred to the Joint Conference Committee, which must reach a decision within one week. Pending a decision, the steward is to fulfill his/her duties as a journeyman and steward.

Section 5. It shall be the duty of the Steward: (1) To notify the Superintendent, or Foreman in charge of any violation of the Safety Code. (2) To make an effort to immediately settle any dispute or grievance coming to his/her attention and, if unable to settle the matter, shall then notify the Foreman or the Superintendent and if necessary, the representative of the Union.

Section 6. Steward shall be given time to perform the duties as outlined above. A Steward shall have First Aid Certification, CPR Certification and shall have completed the OSHA 10 Hour Construction Safety (or equivalent) program and the OSHA 30 Hour Training program. This shall apply to the training required in Article XIV.

Section 7. When a Carpenter is injured in a shop or on job, the

Steward shall see that he/she is given first aid; and if seriously injured taken to the hospital or his/her 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 and returned to the injured Carpenter's home. The Steward shall not lose any part of his/her regular work day pay by reason of compliance with the provisions of this section. A worker injured on the job during working hours, shall be paid for the time it takes to go to a doctor. If the worker's injuries are of such nature that he/she cannot report back on the job, he/she shall receive his/her full day's pay.

ARTICLE XXVI

GRIEVANCES AND DISPUTES -- Section 1. There shall be a Joint Conference Committee of no less than two (2) and no more than four (4) members from each of the parties to this Agreement.

Section 2. The Joint Conference Committee shall settle all disputes or misunderstandings between the parties to this Agreement, except for jurisdictional disputes.

Section 3. Business Agents or Representatives of Employers directly concerned with the problem to be considered may be invited to attend meetings of this committee for special consultation. No Union or Employer representative directly involved in the dispute shall serve as a member of the Joint Conference Committee hearing such a dispute.

Section 4. When either party to this Agreement requests a meeting of the Joint Conference Committee, such meeting shall be held within forty eight (48) hours.

Section 5. In the event the Joint Conference Committee cannot settle the dispute within one week after its first meeting on the dispute, the dispute may be referred to the American Arbitration Association (AAA) by either party. The arbitrator shall make a decision within the terms and scope of the Agreement and shall not add to, subtract from or modify the terms of this Agreement in any way. The expense of the arbitrator shall be borne equally by the individual Employer involved in the dispute and the Union.

Section 6. Pending a settlement of any dispute there shall be no work stoppage nor shall there be any work stoppage for any cause or dispute not brought before the Joint Conference Committee.

ARTICLE XXVII

GENERAL CONDITIONS -- Section 1. Employer is to furnish suitable dry heated shed or room under lock and key for protection of carpenter tools on all jobs, and buildings over four (4) stories in height to have shed each fourth floor. When there is more than one shift, each shift shall have a separate locked space. After quitting time, contractor to be responsible for theft of tools, and for fire damage at all times, and for tools and clothes in locked space if lost through fire, theft, or other causes of damage. Proof of loss must be furnished.

Section 2. If, at any time, the weather is too bad to work, the steward and/or Union representative and the Employer shall order the carpenters and/or pile drivers exposed to the bad weather to stop work until it moderates (below 20 degrees may be considered inclement weather), except in case of emergency.

Section 3. No limitation shall be placed upon the amount of work which an Employee shall perform during the working day, nor shall there be any restrictions against the use of machinery, tools or labor saving devices operated by carpenters and/or pile drivers.

Section 4. Raw or manufactured prison or Satellite Countries made materials shall not be used.

Section 5. There shall be no interference by the Union with the Employer's workers during working hours, except that the business agent may consult with the superintendent, foreman, steward or journeyman when necessary. The Employer agrees to give all assistance to the Union Agent or Agents in gaining entrance to a plant or project where carpenters and/or pile drivers are employed provided the Agent or Agents comply with the rules and regulations governing entrance to the plant or project.

Section 6. The Employer is at liberty to employ and discharge whomsoever he/she sees fit, except as otherwise provided in this Agreement.

Section 7. Between the signatories to this Agreement, the workman is at liberty to seek employment with whomsoever he/she sees fit, but, under all circumstances, he/she shall demand and receive the wages called for, and work under conditions stipulated in this Agreement.

Section 8. Recognizing the difficulty of Employees past fifty (50) years of age securing regular employment, the employment of such Employees who are capable, is to be encouraged on jobs where conditions warrant.

Section 9. It is agreed that no carpenter or pile driver shall be permitted to work for any Employer who is not carrying WORKERS' COMPENSATION AND SOCIAL SECURITY and complying with laws governing same. It is further agreed that every Employer shall immediately issue separation report (Unemployment Compensation) if requested after a covered worker is separated from his/her service permanently or for an indefinite period.

Section 10. There shall be no organized coffee breaks during working hours. Employees may bring an individual thermos of a non-alcoholic beverage to their place of work and drink same as time and work schedules permit, not to exceed 10 minutes.

Section 11. Sanitary drinking water and cups shall be provided by the contractor on all job sites. Iced or chilled water shall be furnished by the contractor when necessary.

Section 12. In accordance with the list provided to apprentices, all Employees shall report for work with the normal hand tools for his/her trade.

Section 13. The first member starting to work on a job shall notify the District office of the location of the job.

Section 14. No carpenters shall be required as a condition of employment to furnish bench clamps, hand screws, plumb rules, miter boxes, ladders, sledges, spike mauls, emery wheels, ropes, electric or power tools, saw horses, extension lines or cords, metal cutting tools or other unusual tools or appliances.

Section 15. Carpenters employed in any branch of the "Carpenters Trade Autonomy" in this district shall not be required as a condition of employment to use his/her machine or truck to haul material or equipment for any Employer.

Section 16. No member shall be required as a condition of employment to rent a machine (auto), or commercial machine (truck) to the Employer by whom he/she is employed. Nor shall he/she be required as a condition of employment to pull a trailer on his/her machine for his/her Employer's use.

Section 17. Hard Hats. The Employer will furnish and the Employees will wear hard hats as required by Federal and/or State safety regulations. The Employer shall have the right to require Employees to sign a receipt when issued a hard hat, and if the hard hat is not returned at the time of his/her separation from employment, the Employer may deduct the cost of the hard hat from the Employee's pay.

Section 18. The Employer will furnish welding hoods, welding gloves and rain gear when necessary.

Section 19. When certified welding is a job requirement and a Carpenter or Pile Driver certified welder is not available through the Ohio & Vicinity Regional Council of Carpenters, the contractor will pay the cost of certification, including the hourly wage rate, for Carpenters or Pile Drivers that have papers showing certification within the past three years or have proof of qualifications. It is agreed that the Employer may retain the certification papers.

Section 20. The Trustees of the Pension and Health and Welfare Plan shall establish a system that will allow for the prepayment of the appropriate fringes allowing for individual contractors to have credit accounts that they may debit future payments. Prepayment of fringes shall be solely at the contractor's option.

Section 21. The Union and Employer agree to implement a program to aid in maintaining a drug-free workplace. The Union and AGC/LRD

have established the following guidelines which must be part of any established Substance Abuse Program:

Drug testing shall only be conducted by a certified independent laboratory which uses a documented chain of custody procedure for the specimens.

Blood samples may only be taken in the case of unconsciousness, or by agreement.

For all positive test results, the testing laboratory shall maintain a sample portion of the specimen for 6 (six) months.

Consent forms shall not contain a waiver of liability.

Any company policy must include at least Employee referral to substance abuse counseling for those who fail tests.

Employees who successfully complete a rehabilitation program for the first offense shall be eligible to be reinstated to his or her former employment status, if work for which he or she is qualified exists. Whenever Owner or Awarding Agency specifications require the Employer to provide a drug-free workplace, such additional requirements will be incorporated herein.

All aspects of this section shall be subject to the grievance procedure of the collective bargaining agreement.

Employers must forward a copy of their company substance abuse policy, if one exists, to the Union.

ARTICLE XXVIII

SUBCONTRACT -- Section 1. All work to be performed at the site of the construction, alteration, or repair of a building, structure or other work which is of a type coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, as set forth and limited by the provisions of Article IV and Article VI of this Agreement, shall be performed by Employers who are signatory to this Agreement, or who are willing to become signatory thereto.

The Union recognizes that the Employer is free to sub-contract work which is not to be performed at the site to Employers who are not signatories to this Agreement, and who are not willing to become signatories thereto, subject to the limitations of Article III hereof.

Addenda to this Agreement which are required to place the Company in a more competitive position or address the owners' requirements may be established. Provided that, where it is demonstrated by the Company that the application of provisions under this Agreement may, or will result in the loss of Union construction or preventable financial injury to the Company and/or its Employees. The Union shall meet with the Company, at the Company's request, to discuss a modification of area and/or job site conditions as would relate to the application of this Agreement. Such meetings shall be expedited to accommodate the circumstances. Any addenda shall be reduced to writing and shall be made party of this Agreement for a specific project or area. Any proposed addenda to this Agreement must first be approved by a majority of a standing labor-management committee composed of two labor representatives and two management representatives by FAX to the AGC/LRD office.

ARTICLE XXIX

NON DISCRIMINATION -- The Employer and the Union agree that they will not discriminate against any Employee or applicant for employment nor in the referral of applicants for employment because of race, color, handicap, creed, sex, age or national origin. The Employer and the Union agree to comply with all applicable federal, state, county and city laws pertaining to equal employment opportunity. The Employer and the Union further agree, that upon the request of either party, the other will furnish any statements or documents necessary in meeting the requirements of such equal employment opportunity laws.

ARTICLE XXX

PAYMENTS TO FRINGE FUNDS--SURETY BOND -- The payment to all fringe funds covered by this Agreement are to be made monthly, and are due by the 20th day after the close of the month when

accrued. Any Employer failing to make such payments by the 30th day after the close of the month when accrued shall be delinquent and deemed to be in violation of this Agreement, and shall be subject to one or both of the following: (a) A liquidated damage assessment on behalf of the Funds in the amount equal to applying the current interest rate charged by the Internal Revenue Service for late payments of federal income taxes to the amount due; (b) At the option of the Union, to withhold its services from the Employer beginning five (5) days after written notice by telegram or certified mail to the Employer of such intention to withhold services because of such delinquency.

Any Employer who has become delinquent for any month may be required, at the option of the Joint Committee, to post a bond of two (2) times the delinquent amount as surety for payments to the fringe funds or to post a twenty five thousand dollar (\$25,000.00) surety bond whichever is greater.

Any Employer not previously a party to an Agreement with the Ohio & Vicinity Regional Council of Carpenters may be required, at the option of the Union, to post a bond of Twenty Five Thousand Dollars (\$25,000) as surety for payments to the fringe funds.

ARTICLE XXXI

RESIDENTIAL CONSTRUCTION is defined as carpentry work in connection with: construction, alteration or repair of all residential units such as single dwellings, duplexes, row houses, town houses and garden type apartments up to and including four (4) stories, and related buildings.

MAINTENANCE WORK is defined as carpentry work of a maintenance character within the property limits of an existing facility or other location related directly thereto. This would include the renovation, replacement, repair or replacement of existing facilities. The word repair as used in this definition is work required to restore or replacement of parts the facilities to efficient operating condition. The words renovation or relocation as used in this definition is work required to improve or revamp parts of the existing facilities to efficient operating conditions. The word replacement as used in this definition is work required to efficiently update facilities. The term existing facilities as used in this definition is limited to a constructed unit already completed and shall not apply to any new unit to be constructed even though the new unit is constructed on the same property or premises.

The rate of wages or percentage of applicable wage rates paid on NMACP projects shall be the same as that paid to other building trades crafts on the same project.

ARTICLE XXXII

LENGTH OF AGREEMENT - This Agreement shall become effective the first day of June, 2004 and shall remain in full force and effect until the first day of June, 2007 and supersedes all other Agreements, oral or written, between the parties.

This Agreement shall continue in full force and effect for one (1) year from the expiration date of June 1, 2007 unless either or both parties shall notify the other in writing of a desire to terminate, amend or modify the Agreement at least ninety (90) days prior to June 1, 2007. Negotiations between the parties as to such proposed changes shall commence within ten (10) days of the service of said notice. If the parties have not reached agreement for renewal prior to the expiration date and have not agreed to a further extension, then the contract shall be deemed terminated on such date.

ARTICLE XXXIII

AGREEMENT -- Section 1. The foregoing constitutes an Agreement and understanding by and between the Employers and the Union.

Section 2. No other Rules or Regulations affecting provisions of this Agreement shall be adopted by either party without agreement by the Joint Conference Committee.

ARTICLE XXXIV

This Agreement shall become effective with respect to an Employer when it is signed by such Employer and the Union, and shall remain in force in accordance with the terms of this Agreement.

In witness whereof, we, the undersigned have executed this Agreement on the _____ of _____, 20 ____.

We certify that this is a true Form of the Agreement.

Ohio & Vicinity Regional Council of Carpenters Representative

BY _____

Employer

Address

City, State, Zip Code

Phone Number/Fax Number

Employer's Workers' Compensation Number

Employer's Unemployment Insurance Number

Name of Insurance Carrier

David L. Chaney, Executive Regional Director
Ohio & Vicinity Regional Council of Carpenters
200 North Garver Road
Monroe, Ohio 45050
Telephone: (513) 539-2759 Fax: (513) 539-8432

Laura Stormer
Cincinnati Division, AGC of Ohio, Inc.
Associated General Contractors of America, Inc.
3 Kovach Drive
Cincinnati, Ohio 45215
Telephone: (513) 221-8020 Fax: (513) 221-8023

ARTICLE XXXV

The parties to this Agreement agree to be bound by the terms and conditions of the Journeyman Employment Training Agreement for the Greater Cincinnati Area Construction Industry endorsed by Building Trades Council of Greater Cincinnati and Allied Construction Industries and to the implementation of the Journeyman Employment Training Agreement for Greater Cincinnati in accordance with its terms.

Union Printed by: High-Craft Printing