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4,500 workers

39 + 46⁵
85

CARPENTERS' AGREEMENT

2001-2005

5/1/2001 - 4/30/2005

NORTHEAST OHIO
COUNCIL OF CARPENTERS



UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, AFL-CIO



CARPENTERS' AGREEMENT 2001-2005

NORTHEAST OHIO
COUNCIL OF CARPENTERS



UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, AFL-CIO



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

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



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CARPENTERS' AGREEMENT 2001-2005

THIS AGREEMENT is made and entered into as of the 1st day of May, 2001, by, between and among:

**THE NORTHEAST OHIO COUNCIL OF
THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

3615 Chester Avenue
Cleveland, Ohio 44114
(the "Union")

and

**THE CARPENTER CONTRACTORS' ASSOCIATION
OF CLEVELAND, OHIO; THE CONSTRUCTION
EMPLOYERS ASSOCIATION; AND THE AGC OF
OHIO, CLEVELAND DIVISION**

950 Keynote Circle, Suite 10
Cleveland, Ohio 44131

and

**THE BUILDERS ASSOCIATION OF EASTERN
OHIO AND WESTERN PENNSYLVANIA;
THE AGC OF OHIO, YOUNGSTOWN DIVISION**

P.O. Box 488
Vienna, Ohio 44473

and

**THE OHIO VALLEY CONSTRUCTION
EMPLOYERS COUNCIL, INC.**

21 Armory Drive
Wheeling, West Virginia 26003

and

THE AGC OF OHIO, AKRON DIVISION

495 Wolf Ledges Parkway
Akron, Ohio 44311

and

**THE BUILDERS EXCHANGE OF EAST
CENTRAL OHIO, LABOR RELATIONS DIVISION**

2521 - 34th Street N.E.

Canton, Ohio 45705

(collectively, the "Employer")

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

The term "Union" shall mean the Northeast Ohio Council of Carpenters and the affiliated Local Unions of said Council. The jurisdiction of the Union shall cover ASHLAND, ASHTABULA, BELMONT, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE, GEAUGA, HARRISON, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LORAIN, MAHONING, MEDINA, MONROE, MORROW, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS and WAYNE COUNTIES in Ohio; except that with respect to Pile Drivers, the jurisdiction of the Union shall not include HARRISON or COLUMBIANA Counties and with respect to Millwrights, the Union's jurisdiction shall also include HANCOCK, MARSHALL, OHIO and BROOKE Counties in West Virginia. The Union's jurisdictional area is hereinafter for convenience referred to as the "27 Counties."

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

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

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

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

ARTICLE I

Jurisdiction

(A) This Agreement covers all Employees performing work coming under the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America, as are more specifically set forth hereinafter in Section (B) of this Article and by decisions and agreements of record rendered, affecting the building industry, by the Plan for the Settlement of Disputes in the Construction Industry, or its successor set-up by the Building Trades Department of the AFL-CIO and various employers in the building and construction industry. The Employer agrees to assign work in accordance with the jurisdictional claims of the Union as set forth herein, subject to decisions rendered and agreements of the Plan for the Settlement of Disputes in the Construction Industry, or its successor. In the interest of promoting industrial peace and harmony in the construction industry, the Employer agrees to cooperate in the settlement of jurisdictional disputes. All parties agree to supply necessary information regarding jurisdictional disputes whenever they arise, if available.

(B) The Employer recognizes the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as to all work which has historically and traditionally been performed by its members and recognizes the trade autonomy of the United Brotherhood of Carpenters and Joiners of America, consisting of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic metal, fiber, cork or composition, and all other substitute materials, as well as the handling, cleaning, erecting, installing and dismantling of all machinery, equipment and all materials used by members of the United Brotherhood of Carpenters and Joiners of America. The

jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners; Millwrights; Pile Drivers; Bridge; Dock and Wharf Carpenters; Divers; Underpinners; Timbermen and Core Drillers; Shipwrights and Boat Builders; Ship Hands; Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Lathers; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders regardless of materials used, and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing products used in the trade, and the handling, erecting and installing material on any of the above divisions or subdivisions, burning, welding and rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade. the Union claims its trade autonomy includes all new materials used as a substitute for materials traditionally used by members of the United Brotherhood. The trade autonomy of the Employees represented by the Union, therefore, extends over the divisions and subdivisions of the trade which are set forth as follows: The erection of Stran Steel section or its equal; the building and setting of all forms and centers for brick and masonry; the fabrication and erection of all concrete forms and decking, and the dismantling of same (per International Agreement) when they are to be reused; the cutting and hanging of all falsework for fireproofing and slabs; where power is used in the setting or dismantling of forms, all handling and signaling shall be done by carpenters; the setting of wood templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; all framing in connection with the setting of metal columns; the setting of all bulkheads; the setting and fabrication of screed and stakes for concrete and mastic

floors where the screed is notched or fitted or made-up of more than one (1) member; the making of forms for concrete blocks, bulkheads, figures, posts, rails, balusters and ornaments, etc.; the handling of rough lumber and drywall from the nearest point of distribution; the handling from the delivery truck of fixtures, display cases, finished lumber, metal and plastic trim erected by the carpenters; the building and moving of all scaffolding, runways and staging where carpenters' tools are used; erection and dismantling of all scaffolding over fourteen (14) feet in height, including metal and specially-designed scaffolding with laborers tending; the building and construction of all hoists and derricks made of wood; the making of mortar boards, boxes and trestles; all shoring, razing and moving of buildings; the cutting or framing of the openings for pipes, conduits, etc. where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood; the laying out, marking and installing of all inserts and sleeves for pipes, ducts, etc. where carpenters' tools and knowledge are required; the making and installing all wooden meter boards, crippling and backing for fixtures; the welding of studs and other fastenings to receive material being applied by carpenters; the installation of all grounds, furring or stripping of ceilings and sidewalls, etc.; the installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds and windows; the setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used; the installation of all wood, metal or other substitutes of casings, molding, chair rail, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc.; the complete laying-out, fabrication and erection of stairs; the making and erecting of all fixtures, cabinets, shelving, racks, louvers, etc.; the mortising and application of all hardware in connection with our work; the assembling and setting of all seats in theatres, halls, churches, schools, auditoriums, grandstands and other buildings; all bowling alley

work; the site manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors; the installation of all weather stripping, inside and outside; blinds; the installation of wood, plastic or metal awnings, door shelters, jalousies, etc.; the installation of all material used in drywall construction such as plasterboard, all types of asbestos boards, transite and other composition boards; the application of all materials which serve as a base for acoustic tile, except plaster; all acoustical applications as per National Decisions or specific agreements; the building of all barricades; the installation of rock wool, cork and other insulation material used for sound or weatherproofing; the removal for caulking and replacing of staff bead and brick mold and all oakum caulking, substitutes, etc. and other caulking in connection with carpenter work; the installation of chalk boards as per National Decisions and local agreements; the operation of all hand-operated winches used to raise wooden structures; the erection of porcelain enameled panels and siding; the sharpening of all carpenters' hand or power tools and the picking-up of tools, cords and materials as required by the carpenters to perform their work.

Resilient Floors

The term "Resilient Floors" shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in, or with lino paste or glue compositions, or substitute material; all necessary preparatory work; scraping, sanding, filling of holes, nailing, laying of paper or other underlayments and the spreading of pastes or any glue compositions or substitute material; and the sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized, waxed and buffed, either by hand or power machines.

Carpeting

The term "Carpeting" shall include all measuring, layouts, remaking, cutting, fitting, sewing, sizing, binding, lay-

ing and installation of same on the job or in the shop and all sewing, binding, surging and repairing of carpets, either by hand or power machines.

Drapery

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

Shades and Venetian Blinds

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

Linoleum Cutter and Stockroom Men

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

Sink Tops and Cabinets

The term "Sink Tops and Cabinets" shall include all metal trim and coverings for same; all cork, linoleum, linowall, congowall, VCT tile, plexiglass, vinawall tile, composition tile, plastic tile, aluminum tile, ceramic tile, rubber in sheets or tile form and the application thereof and all solid surface products.

ARTICLE II

Employment Regulations

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

(B) All contractors who are not members of any of the Associations must come to the office of the Union or one (1) of its regional offices in order to receive information concerning compliance with workers' and unemployment

compensation regulations; to negotiate a collective bargaining agreement with this Union; to discuss employment regulations; to post the bond and qualify to contribute to the Hospitalization Fund, the Pension Fund and the Carpenters' Joint Apprenticeship and Training Program; to make the deductions and pay them into the Vacation Savings Fund (where applicable); and to make the deductions of working assessments and transmit all of the foregoing contributions and deductions to the appropriate collection system.

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

(D) It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which the Employees represented by the Union shall work for the Employer in the 27 Counties.

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

(F) In the case of fire, theft or accidental occurrence on a job at any time, the Employer shall be responsible for the loss or damage of Employees' tools or clothing, not to

exceed Four Hundred Dollars (\$400.00) for each individual's loss. Full financial compensation must be made (on presentation of a notarized statement) to each individual within thirty (30) calendar days after presenting such statement or at the time of discharge, whichever occurs first.

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

(H) The Employer will provide Ohio workers' compensation or self-insurance.

(I) Employees shall be paid for actual parking expense incurred, up to Three Dollars (\$3.00) per day per man, provided that there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid receipt.

(J) The Employer and the Union agree that they will not discriminate on the basis of race, color, religion, sex, age or national origin against any person with reference to recruitment, hiring, promotion, demotion, transfer, rates of pay or other terms and conditions of employment, selection for apprentice training, layoff or termination of employment. The parties hereto agree that all membership in either the apprenticeship program or as a journeyman in the Union shall be based upon qualifications alone and without regard to race, color, religion, sex or national origin.

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

(L) On each project covered by this Agreement, the Employer may place any number of Employees the Employer chooses on the job provided the Employees maintain membership within the territory referred to herein as the "27 Counties." In addition, the Employer may place on each project covered by the Agreement one (1) Employee who does not maintain membership within said territory. Thereafter, at least fifty percent (50%) of all Employees on each project shall be members of the 27 Counties and the Employer will maintain this ratio for the duration of each project's term.

ARTICLE III

General Working Conditions

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

(B) No limitation or quotas shall be placed upon the amount of work that an Employee shall perform during the workday, nor shall there be any restrictions against the use of machinery, tools or labor-saving devices, provided such machinery, tools or labor-saving devices are operated by the Employees covered by this Agreement and comply with federal and state safety laws. In recognition of the OSHA Safety and Health Standards (29 CFR 1926/1910), requiring safety training and education, the Union and the Employer shall cause the Apprentice Training Program jointly sponsored by them to offer training in the recognition, avoidance and prevention of unsafe conditions. This undertaking, however, shall not relieve any party of its obligation to provide the Employees with a safe place in which to work or the obligation to provide the training and education required by applicable law. Employees who fail to conduct themselves in a safe and careful manner shall be sub-

ject to disciplinary action, up to and including discharge. In no event, however, shall the Union be held liable for any injuries suffered by an Employee while at work.

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

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

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

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

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

(H) Wherever possible, all overtime work must be equally distributed. The steward shall see that all overtime work

is equally distributed among the Employees on the job.

(I) No Employee shall furnish special tools, power tools or equipment, nor shall he be permitted to rent such tools or devices to the Employer.

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

(K) It is expressly understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall not be interpreted as being a part hereof. It is expressly understood that the Union reserves the right to discipline a member or members in accordance with the working rules or by-laws of the Union or Constitution of the United Brotherhood of Carpenters and Joiners of America for violating any of the said working rules, by-laws or Constitution or this Agreement.

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

(M) The employer shall furnish potable drinking water with sanitary paper cups available and such shall be accessible on all work at all times.

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

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

(P) The parties recognize the problems created by drug

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

ARTICLE IV

Pay Regulations and Reporting Time

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

Pay roll checks shall have a wage statement attached to each check and currency shall be in a sealed envelope which shall have a wage statement on its face. The wage statement must include all of the following items:

- (1) The name and address of the Employer.
- (2) The name of the Employee.
- (3) The date the weekly pay period ends.
- (4) The number of hours worked during the pay period.
- (5) The gross amount of wages.
- (6) The amount of income tax withheld.
- (7) The amount of Social Security tax withheld.
- (8) Any other deductions.
- (9) The net amount of money enclosed.
- (10) A statement that the proper credits to the Carpenters' Hospitalization and Pension Funds as per agreement are being paid.

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

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

(C) LAYOFF. All Employees discharged from work must be notified by the working foreman or other representative of the Employer on the job during working hours and shall receive pay in full at that time. An Employer whose principal place of business is located within the Union's 27 Counties' jurisdiction may pay a laid-off Employee by mailing a check to the Employee's home address no later than the next business day following the layoff. If any such check is postmarked beyond the next business day following the layoff, a two (2) hour penalty shall be assessed against the Employer. An Employer whose principal place of business is located outside of the Union's 27 Counties' jurisdiction must pay all laid-off Employees, in full, on the day of the layoff. Notification of discharge must be no later than one-half (1/2) hour prior to the end of the working day; and after the Employee has picked-up his tools and belongings, he shall then leave the job. Employees shall receive not less than a full day's pay for the day of discharge. All Employees who quit will be paid on the next regular payday. All discharged Employees shall, at the same time they receive their pay, receive a written statement of separation giving the reason for discharge and signed by the working foreman or other representative of the Employer.

Any Employer failing to comply with these requirements will be subject to a penalty of waiting time as follows: The

Employee's pay shall continue on a straight-time basis until payment is made, not to exceed one (1) day's pay for any twenty-four (24) hour period of waiting.

(D) SHOW-UP PAY. When an Employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job, he shall be paid Ten Dollars (\$10.00) travel expense. The Employee must remain on the job for one (1) hour ready to work in order to qualify. Any Employee who reports for work and for whom work is provided shall be paid for actual time worked, but not less than two (2) hours, weather permitting, provided he remains available for work. If the Employer notifies the Employee by the designated television stations, telephone or in person not to report to work, then the Employee shall not be entitled to reporting pay under this provision.

Article V Hours Per Day

(A) Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M., with one-half (1/2) hour for lunch, Monday through Friday inclusive. This shall be known as the regular work week.

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

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

(C) The Employer may, at its option, and upon notification to the Union, establish a regular work week schedule of

four (4) consecutive ten (10) hour days; provided each such day starts between 6:00 A.M. and 9:30 A.M.

(D) Employees shall be at their designated work station at the starting time and shall remain at their station of work (as designated by the Employer) performing their assigned duties under the supervision of the Employer until quitting time, except for a period of time which will permit a full thirty (30) minutes for eating lunch. It is the intent of the parties that there be a full day's work for a fair day's wage.

(E)

- (1) All overtime work performed Monday through Saturday shall be paid at one and one-half (1-1/2) times the straight-time hourly rate.
- (2) Saturday shall be paid at one and one-half (1-1/2) times the straight-time hourly rate. In the event of lost time Monday through Friday (except where an observed holiday falls on a workday), Saturday may be worked at straight-time to make-up the lost time, provided the tending craft(s) also have a Saturday make-up day or there are only carpenters working on the job site. If an Employee is called out on Saturday, a minimum of four (4) hours of work is guaranteed.
- (3) Work performed on Sundays and holidays shall be paid at two (2) times the straight-time hourly rate.
- (4) There shall be no pyramiding of overtime rates and double the straight-time hourly rate shall be the maximum compensation for any hour worked.
- (5) The observed holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (6) There shall be no work on Labor Day, except in special cases of emergency.

ARTICLE VI
Shift Work

- (A) When shifts are required, the first shift shall work

eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) times the regular straight-time hourly rate. The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate. All shifts worked shall receive eight (8) hours of fringe benefits.

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

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

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

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

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

ARTICLE VII

Special Rates

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

(B) Employees working on new bowling alley work, repair and/or maintenance shall receive Forty Cents (\$.40)

per hour over the regular rate agreed upon.

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

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

(E) Employees working with creosote, chemically treated or toxic materials, or other materials that may be injurious to health, skin or clothing, shall receive Twenty-Five Cents (\$.25) per hour in addition to the regular rate.

ARTICLE VIII

Checkoff of Dues or Assessments

During the life of this Agreement, each Employer agrees to deduct membership dues, levied by the Union in accordance with its constitution and by-laws, from the pay of each Employee from whom it has on file an unrevoked "Authorization and Direction" form for checkoff of dues. For the purpose of filing such "Authorization and Direction" form, the Employer regards the files of the Union as its own and expressly authorizes the Union to retain in its possession and files an "Authorization and Direction" form for dues checkoff addressed to the Employer. Deductions shall be made only in accordance with provisions of said "Authorization and Direction" form and in the amount of two and one-half percent (2-1/2%) of the gross wage per week or such other amount as the Union may from time-to-time designate in writing. The monthly contribution period and report by the Employer shall end with and include the last full week pay period of the month. Payment and reports for each monthly contribution period shall be mailed or delivered to the appropriate Fringe Benefits Funds Office on or before the fifteenth (15th) day of the following month. The Union shall indemnify and save harmless each Employer against any claim made on account of action taken by such Employer in reliance upon

information or forms furnished by the Union hereunder.

ARTICLE IX

Foremen

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

(B) When there are four (4) Employees on a job, at least one (1) shall be recognized as a working foreman and must be paid not less than the appropriate foreman rate.

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

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

ARTICLE X

Favored Nations Clause

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions other than those contained in a market retention agreement shall automatically be extended to all Employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision.

Article XI

Travel Expenses

There shall be no traveling time allowed the Employees in connection with employment within the jurisdiction of the Union; except when the Employees are moved from

shop to job or job to job during working hours, they shall be paid the wages provided for in the Appendix for that area.

ARTICLE XII

Stewards

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

(B) There shall be a steward for each Employer on a job site who shall be the representative of the Union. For Employers whose principal place of business is outside of the Union's 27 Counties' jurisdiction, the Union shall have the right to place a steward on the job.

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

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

(E) The steward shall be given time to check the job for compliance with this Agreement.

(F) The steward will blow the whistle at starting time and

quitting time. He will allow an agreed time for the Employees to be in the shanty at lunch.

(G) Stewards shall not be removed from any job without consulting the Union.

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

(I) The Employer and the steward shall cooperate in all matters covered by this Agreement.

ARTICLE XIII

Work Assignments

Upon request of the Union, the Employer shall make known its intent as to which trade he will use to perform work under which a jurisdictional dispute may arise. When there is a question as to several trades, the Employer shall consult with them before making the assignment. The Employer will encourage its subcontractors to follow the same procedure.

ARTICLE XIV

Subcontractor Clause

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

ARTICLE XV

Union Shop Clause

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

respective employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later.

ARTICLE XVI

Picket Lines

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

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

ARTICLE XVII

Apprentice Training

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

(B) **ADMINISTRATION.** The apprentice program shall be administered by the Northeast Ohio Carpenters' Joint Apprenticeship and Training Program Committee (hereinafter sometimes call the "Joint Apprenticeship Committee"), composed of an equal number of representatives from the Union and the Employer associations who are parties to the Northeast Ohio Carpenters' Joint Apprenticeship and Training Trust Fund Agreement. There

shall be equal representation from said Employer associations and the Union at all times.

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

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

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

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

(G) FUNDING. Each Employer within the jurisdiction

of the Union shall pay into the said Northeast Ohio Carpenters' Joint Apprenticeship and Training Program Trust Fund the amount of Twenty Cents (\$.20) per hour effective May 1, 2001; the amount of Twenty-Three Cents (\$.23) per hour effective May 1, 2002; the amount of Twenty-Six Cents (\$.26) per hour effective May 1, 2003; and the amount of Twenty-Nine Cents (\$.29) per hour effective May 1, 2004. It is understood that the payments into this Fund shall be used only for the purposes as set forth in the agreement executed by the parties thereto.

ARTICLE XVIII

Joint Trade Board

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

ARTICLE XIX

Adjustment of Grievances and Settlement of Disputes

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

Step 1. An aggrieved Employee shall notify the steward of his grievance and the steward shall discuss the grievance with the working foreman or job superintendent in an effort to resolve the dispute.

Step 2. In the event the grievance is not resolved by the close of the working day following the day the steward brings the grievance to the attention of the foreman or superintendent, the Business Representative of the Union and the Executive Secretary of the appropriate Employer

association, or its designated representatives, shall discuss the grievance in an effort to resolve the dispute.

Step 3. In the event the grievance is not resolved in Step 2 within three (3) working days after the grievance has been initiated by the steward, then the grievance shall be reduced to writing, dated and signed by the aggrieved Employee or Employees and the steward and presented to the Joint Arbitration Board. If the grievance is not presented to the Joint Arbitration Board within five (5) working days after the expiration of the time period specified hereinabove, the grievance shall be deemed waived and abandoned. The parties hereto may, by mutual agreement, extend the time period within which a grievance must be presented to the Joint Arbitration Board.

Step 4.

(A) There shall be a Joint Arbitration Board, consisting of three (3) members of the appropriate Employer association and three (3) members of the Union. The Board shall be constituted and shall select a Chairman and a Secretary promptly after the execution of this Agreement. Should any dispute or disagreement arise between the parties hereto which has not been settled in one (1) of the above Steps (except as hereinafter in this Section provided) either party, within five (5) working days, may request a meeting of the Board, in writing, directed to the Chairman or Secretary of the Board stating the object or objects for which the meeting is to be called. A copy of the request shall also be sent to the Employer or to the Union, as the case may be. The Board shall meet within three (3) days after the receipt of such a request upon the call of either the Chairman or Secretary. Four (4) members of the Board shall constitute a quorum; two (2) from the Employer and two (2) from the Union. At the request of either party, legal counsel may be present for both parties but will not be considered a part of the Board. Neither side shall cast more ballots than the other. A decision shall require a majority vote of those present and entitled to vote as hereinbefore provided.

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

Step 5.

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

(B) With respect to jurisdictional disputes between the Union and any other union growing out of demands for the same work by both unions, the parties to this Agreement agree to abide by the Plan for the Settlement of Disputes in the Construction Industry, or its successor set-up by the Building Trades Department of the AFL-CIO, which are

hereby made a part of this Agreement by reference and to abide by the award of said Board.

(C) Pending the conclusion of arbitration on all matters (except those which are excepted in Section (B) of Step 4 of this Article), there shall be no stoppage of work, slow-down or other curtailment, interruption or interference with work and should work be stopped, curtailed or interfered with by either party, the officers of each party agree to immediately direct the cessation of such stoppage, curtailment or interference and order the resumption of the work. Each party agrees to carry out the decision, finding or award made by the Umpires or a majority of them. Such decision, finding or award shall be made in writing and shall be signed by the Umpires making the same, and a signed copy shall be delivered forthwith to each party. Any party that is required to enforce an arbitratable decision through appropriate legal action shall also be entitled to recover the costs of enforcement, including attorneys' fees, incurred by it in connection therewith. In the event the Employer fails or refuses to comply with the decision of the Joint Arbitration Board or the Board of Umpires, then the Union shall have the right to refuse to provide manpower to said Employer without same being considered a breach of this Agreement.

ARTICLE XX **Special Provision**

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

ARTICLE XXI **Other Agreements**

Various additional/alternative agreements exist which govern the performance of work falling within certain spe-

cialty subtrades, such as Millwright work, Pile Driver work, Floor Laying work, Shingling, Demountable Partitions work and Residential work. Copies of such agreements may be obtained from the Union. All work within the subtrades for which special agreements exist shall be performed in accordance with the terms of those special agreements. For the purpose of preserving markets traditionally served by the construction industry, a Market Retention program and a Special Multi-Unit Project Agreement also exist. For complete information, contact the Executive Secretary/Treasurer of the Union or one of his representatives.

ARTICLE XXII

Government-Funded Residential Work

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

ARTICLE XXIII

Unit Work

For the purpose of preserving traditional markets, a floor covering addendum exists. For further information, contact the Secretary/Treasurer of the Union.

ARTICLE XXIV

Management Rights

It is mutually agreed that the Employer, in addition to

general rights to manage, shall have the right of mobility and manpower within the 27 Counties.

ARTICLE XXV

Wage Rate, Contributions and Deductions, Shift Work and Other Items Not Covered

(A) FRINGE BENEFITS FUNDS. The Employer agrees to participate in and make contributions towards the appropriate fringe benefits funds (the "Fringe Benefits Funds") as set forth in the attached Appendices, the contents of which are hereby incorporated herein.

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

(C) BONDS. Each Employer of five (5) or fewer Employees shall be required to post with the Union a bond of Six Thousand Dollars (\$6,000.00) to secure wages, working assessments where such exist, or may come into existence at any time during the period of this Agreement (or the period or periods of any renewal or extension of this Agreement) and the Employer's contributions, including delinquency assessments thereon, and the deductions from the Employee's wages, payable by, or to be deducted by, the Employer as the case may be, under the terms of this Agreement. Each Employer of six (6) to twenty (20) Employees shall be required to post with the Union a bond of Twenty Thousand Dollars (\$20,000.00) to secure wages, working assessments where such exist (or may come into existence at any time during the period of this Agreement or the period or periods of any renewal or extension of this Agreement), and the Employer's contributions, including delinquency assessments thereon, and the deductions from the Employee's wages, payable by, or to be deducted by, the Employer, as the case may be, under the terms of this Agreement. Each Employer of twenty (20) or more

Employees shall be required to negotiate with the Union an appropriate bond, to secure the same items and matters as provided in this Section, which bond shall in no event be less than Twenty-Five Thousand Dollars (\$25,000.00) All surety bonds to be furnished under this Section shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in form satisfactory to the Union.

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

(E) RIGHTS AND POWERS OF TRUSTEES. The respective trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the Fringe Benefits Funds referenced in the attached Appendices shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to use on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and

Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.

(F) U.B.C. HEALTH AND SAFETY FUND. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of Two Cents (\$.02) per hour worked for each Employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America (the "Health & Safety Fund"). Payment shall be made to the Health & Safety fund on or before the fifteenth (15th) day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the Health & Safety Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust. Upon request, the Employer may receive the latest annual report prepared for the Health & Safety Fund.

(G) U.B.C. NATIONAL APPRENTICE FUND. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of two Cents (\$.02) per hour worked for each Employee covered by this Agreement (other than Employees performing floor laying or wall covering work) to the U.B.C. National Apprentice Fund. Payment shall be made to the National Apprentice Fund on or before the fifteenth (15th)

day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the National Apprenticeship Fund as they exist and as they may be amended or restated; and to such rules, regulations and other governing documents adopted pursuant to such Trust. Upon request, the Employer may receive the latest annual report prepared for the National Apprenticeship Fund.

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

(I) Appendices. The wage rates, contribution rates and other provisions of the following Appendices shall apply to work performed within the counties set forth therein:

Appendix A – Akron Office Area

Medina, Portage & Summit Counties

Appendix B – Akron Office Area

Coshocton, Holmes, Knox & Morrow Counties

Appendix C – Akron Office Area

Carroll, Stark, Tuscarawas & Wayne Counties

Appendix D – Cleveland Office Area

Ashtabula, Cuyahoga, Geauga & Lake Counties

Appendix E – Norwalk Office Area

Ashland, Erie, Huron, Lorain & Richland Counties

Appendix F – Youngstown Office Area

Belmont, Columbiana, Harrison, Jefferson & Monroe Counties

Appendix G – Youngstown Office Area

Mahoning & Trumbull Counties

ARTICLE XXVI Harassment

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

ARTICLE XXVII Duration and Modification

This Agreement shall be and remain in effect from the first (1st) day of May, 2001, until the thirtieth (30th) day of April, 2005, inclusive, and thereafter from year-to-year, provided that this Agreement will terminate at the expiration of the initial period or any subsequent annual period if either party gives written notice to the other party of its desire for termination at least sixty (60) days before such date; and provided further, that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such date, then this Agreement shall remain in full force and effect after such date until a new agreement is negotiated and signed.

ARTICLE XXVIII Termination of Agreement For Non-Association Members

Any Employer who is or becomes signatory to or bound by the terms of this Agreement and who at the time of its expiration is not a member of any of the Associations, acknowledges that notice of termination or modification of

this Agreement which is given to the Associations shall be notice to such Employer of the Union's desire to terminate or modify this Agreement.

In the event an Employer who is not a member of any of the Associations does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement more than sixty (60) days prior to the expiration of this Agreement to both the Union and the Associations, such Employer shall be deemed to have appointed the Associations as its agent for such collective bargaining.

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

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

FOR THE EMPLOYER:

THE CARPENTER CONTRACTORS' ASSOCIATION OF CLEVELAND, OHIO; THE CONSTRUCTION EMPLOYERS ASSOCIATION' AND THE AGC OF OHIO, CLEVELAND DIVISION

By John Porada
Authorized Representative

THE BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA; THE AGC OF OHIO, YOUNGSTOWN DIVISION

By John Logue
Authorized Representative

THE OHIO VALLEY CONSTRUCTION EMPLOYERS COUNCIL, INC.

By Thomas Cerra
Authorized Representative

THE AGC OF OHIO AKRON DIVISION

By James Dougherty
Authorized Representative

THE BUILDERS EXCHANGE OF EAST CENTRAL
OHIO, LABOR RELATIONS DIVISION

By Vic Gramoy, Jr.
Authorized Representative

FOR THE UNION:

THE NORTHEAST OHIO COUNCIL OF THE UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA

By James Doyle
Authorized Representative