

CARPENTERS' & LATHERS' AGREEMENT for WALLS & CEILINGS CONTRACTORS

8 pp.

This Agreement, by and between the CARPENTER & LATHER EMPLOYERS DIVISION OF THE WALLS AND CEILINGS CONTRACTORS ASSOCIATION OF GREATER CINCINNATI, as negotiating agent only, for each Employer who hereafter signs this Agreement or a true copy hereof, hereinafter referred to as the Employer, party of the first part, and the OHIO & VICINITY REGIONAL COUNCIL OF CARPENTERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AND ITS SUCCESSORS OR ASSIGNEES, 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 CARPENTER & LATHER EMPLOYERS DIVISION OF THE WALLS AND CEILINGS CONTRACTORS ASSOCIATION OF GREATER CINCINNATI, as negotiating agent only for Employers of Carpenters within the area as defined herein. For any breach of this contract, the liability of the CARPENTER EMPLOYER DIVISION OF THE WALLS AND CEILINGS CONTRACTORS ASSOCIATION OF GREATER CINCINNATI, shall be only that of negotiating agent, acting without liability for its individual members, and the liability for members of said Association shall be several and not joint.

It is agreed that the Employer will not hold the Ohio & Vicinity Regional Council of Carpenters, 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 Regional Council, International Union, or any of the local unions thereof.

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

The Union agrees that if any Union or group of Employees engage in picketing or any work stoppage on any construction site, the Union & Employees shall consider such picketing or work stoppage as an illegal strike, and will refuse to honor picket line established. Failure of the Union or any Employee to cross any picket line established on the construction site is a violation of this Agreement and may be just cause for termination of this Agreement on the affected construction site. Provided however, that if the Union & the Employer does everything reasonably within their power to have their members/employees not recognize, participate or honor such picketing or work stoppage, the Employer agrees not to terminate the Agreement on the affected construction site. The rights of the Union/Employers to enforce the provisions of this Agreement shall not be affected by the foregoing provision.

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 CLASSIFICATIONS -- Contractors whose area of work involves interior and exterior finish work, including stud partitions, drywall, acoustic insulation and various finish carpentry items.

ARTICLE IV

RECOGNITION AND PROCEDURE -- Section 1. The Employer acknowledges that the Union had offered to establish its majority status by allowing the Employer to examine authorization cards voluntarily executed by the Employer's eligible Employees in an appropriate unit. The Employer is satisfied that the Union represents a majority of its eligible Employees in an appropriate unit and has waived the opportunity to examine the authorization cards; and therefore the Employer recognizes, pursuant to Section 9 (A) of the Labor-Management Relations Act of 1947 as amended, the Union as the sole and exclusive bargaining Representative for all full-time and regular part-time Journeymen, Apprentices, Foremen and General Foremen performing Carpentry work, but excluding all office Employees, professional Employees, managerial Employees, guards and supervisors as defined in the Labor-Management Relations Act of 1947 as amended.

Section 2. The jurisdiction of work covered by this Agreement is the work traditionally performed by Walls & Ceilings Contractors recognizing that the jurisdiction includes all work claimed by the United Brotherhood of Carpenters and Joiners of America.

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 Walls & Ceilings Contractors Association 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** -- This Agreement shall be operative and effective in the following twelve counties under the jurisdiction of the Ohio & Vicinity Regional Council of Carpenters. In Ohio: Hamilton, Clermont, Brown, Clinton, Warren and Butler. In Kentucky: Boone, Bracken, Campbell, Grant, Kenton and Pendleton.

Contractors signatory to this Agreement further agree that in the event that they work within any of the other nine counties under jurisdiction of the Ohio & Vicinity Regional Council of Carpenters (Preble, Montgomery, Greene, Darke, Miami, Clark, Shelby, Logan, and Champaign) they will pay the wages and fringe benefits of that county but will work under the conditions stipulated in 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/Union shall not transfer Carpenters to another Employer who is not party to an Agreement with the Ohio & Vicinity Regional Council of Carpenters.

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 on a four ten's schedule shall constitute a regular day's work. Specific starting time shall be established in advance of each project, starting time may be changed when mutually agreeable to both sides. The regular starting time shall not apply on any special work which cannot be done during regular working hours, nor on any work performed on Sundays or Holidays for which the overtime rates are paid.

Section 2. Five (5) eight (8) hour days Monday through Saturday, or four (4) ten (10) hour days MONDAY THROUGH FRIDAY on a four ten's schedule shall constitute a regular week's work. Specific starting time shall be established in advance of each project.

Section 3. A reasonable amount of pick-up and clean-up time shall be established by the foreman according to job conditions. 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 4. Carpenters shall be at their foreman designated areas at starting time and not leave the work area until quitting time except for the 30 minute lunch period as designated by the Employer in advance of that project.

Section 5. Carpenters shall be allowed adequate time during working hours to keep their tools in proper condition.

Section 6. If an Employee is required by the Employer or his representative to take all or a part of his 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.

Section 7. 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 shift's work or pay unless work is canceled due to poor weather conditions or if the Employee leaves the workplace of his own volition. The third shift of the day preceding Saturday of a Holiday shall be paid at regular shift rate. The Union shall be notified to the start of any shift work.

Section 8. In the event that a general contractor is working shift work, Employees working under this Agreement shall work and be paid on the same basis for shift work as outlined in Section 7 above.

**ARTICLE IX
WAGES** -- Section 1. The basic hourly wage of Journeyman Carpenters shall be as follows:

| | 7/1/01 | 7/1/02 | 7/1/03 |
|----------------|--------|--------|--------|
| Ohio | 21.80 | 22.55 | 23.30 |
| Kentucky | 19.70 | 20.45 | 21.20 |

At the option of the Union, and upon prior 60 days notice to the Carpenter Employers Division, Walls & Ceilings Contractors Association of Greater Cincinnati, 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 Scale will be in effect for apprentices:

| | |
|-----------------------|---------------------|
| * 6 months . . . 60% | 30 months . . . 80% |
| * 12 months . . . 65% | 36 months . . . 85% |
| * 18 months . . . 70% | 42 months . . . 90% |
| * 24 months . . . 75% | 48 months . . . 95% |

* An Employer shall not pay into the Pension Fund on behalf of the hours worked by apprentices during the first four 6 months period of apprenticeship or until he/she reaches 80% of the journeyman wage rate.

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 entire record, including the Instructors' Evaluation sheet showing grades and job performance, persons' 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. **PREVAILING WAGE WORK** -- If the prevailing rates (wages plus fringes on WORK NOT IN PROGRESS) established by a public agency for a project for Employee classifications covered by this Agreement are less than those provided by this Agreement, the hourly rates paid for Employees covered by this Agreement on the project shall be the prevailing rate (wages plus applicable fringe benefits) established by the public agency.

ARTICLE X

PENSION PLAN--Section 1. The Pension Plan Agreement dated May 24, 1962, between Cincinnati Division, Associated General Contractors of Ohio, Inc. (Ohio State Building Chapter, 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 XXX.

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 (except for apprentices who are in one of the first four 6 month periods of apprenticeship) at his/her straight time or overtime hourly rate, effective as follows:

July 1, 1999..... \$2.40

Future increased pension contributions will be addressed through wage increases.

* Employer payments to the Pension Fund on behalf of hours worked by apprentices shall commence when the apprentice reaches the fifth 6th month of apprenticeship or 80% of the journeyman wage rate.

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 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.

SECTION XI

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 \$0.25.

June 1, 2001..... \$0.25

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 XII

CARPENTERS AND MILLWRIGHTS TRAINING EDUCATIONAL TRUST FUND --

Section 1. Effective with the hours worked on and after July 1, 1999, the Employer agrees to contribute twenty-eight cents (\$0.28) for each hour worked by Employees covered by this Agreement to the Carpenters and Millwrights Training and Educational Fund. This rate shall remain in effect until the new training building is paid for and shall then revert to twelve and one-half cents (\$0.125) as per previous Agreement or a rate to be determined by the JATC.

July 1, 1999..... \$0.28

Section 2. This Fund shall be administered by a Board of Trustees consisting of the members of the Joint Apprenticeship Committee as designated in accordance with the provisions of Article XX of this Agreement. The trustees shall administer this Fund in accordance 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 construed by any taxing authority as wages and that such Fund shall meet and conform with the Labor Management Relations Act and other laws now in effect and hereinafter 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 4. It is agreed that the hourly contribution to the apprenticeship fund will be adjusted upon the recommendation of the Joint Apprenticeship Committee and that a mutually

agreeable solution to the problem of representation to the Carpenters JAC as addressed in Article XX will be pursued by both parties.

Section 5. The establishment of the United Brotherhood of Carpenters and Joiners of America National Safety & Health Fund and National Apprentice & Training Fund will be included in this article. The \$0.01 (one cent) contribution to each fund will be a part of the \$0.28 (twenty-eight cents) training fund contribution rate and will be forwarded by the Joint Apprenticeship Training Committee to the United Brotherhood of Carpenters and Joiners of America.

Section 6. 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 July 1, 2002. Any Employee not in compliance with this safety training requirement shall not be eligible for employment with any Employer signatory to this Walls & Ceilings Agreement on or after that date. The contractors shall by company policy require the Employee to obtain all training available.

**ARTICLE XIII
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, by 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 July 22, 1993 each Employer a party hereto shall pay to the Fund 5¢ 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 20th 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.

July 22, 1993 \$0.05

**ARTICLE XIV
HEALTH AND WELFARE FUND** -- Section 1. Effective with the hours worked on and after July 17, 1995 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 effective as follows:

July 17, 1995 \$2.35

For apprentices in the first four six-month periods of apprenticeship, the contribution shall be \$2.75.

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 three of whom shall be designated by the Cincinnati Division, Associated General Contractors of Ohio, Inc. and one who shall be designated by the Walls & Ceilings Contractors Association of Greater Cincinnati. 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. and the Walls & Ceilings Contractors Association of Greater Cincinnati. 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.

ARTICLE XV

CHECK-OFF -- Section 1. Commencing July 22, 1993 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, at the rates indicated below at the applicable wage rate of apprentice or journeymen wages including overtime hours. All counties covered by this Agreement shall have a percentage rate of 4% for dues check-off. The percentage rate for the Dues Check-Off may be changed at the option of the Union.

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.

ARTICLE XVI

OVERTIME -- Section 1. Any work over 40 hours in any one week Monday through Saturday or over eight hours in any one day (ten on a four ten's schedule) shall be paid for at time and one half times the Employee's basic hourly rate.

Section 2. All hours of work performed on Sundays and Holidays shall be paid for at two times the Employee's basic hourly rate.

Section 3. 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 Treasurer/Business Manager.

**ARTICLE XVII
TRANSPORTATION EXPENSE** -- The Employer shall provide transportation when Carpenters are moved between jobs during working hours or shall allow twenty cents (20¢) per mile 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.

**ARTICLE XVIII
REPORTING TIME** -- Section 1. When Employees are ordered by the Employer or his 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, weather permitting, 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 representative.

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

**ARTICLE XIX
TIME OF PAY** -- Section 1. Employees shall be paid each week at or before quitting time, and not more than five (5) day's pay shall be held back from the regular weekly pay.

Section 2. Employees discharged from work shall be given the opportunity to go to the office to pick up their check, or shall receive it by mail at their request.

Section 3. 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 4. 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 XX
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. Martin Luther King Day shall be observed on a voluntary basis. Any Employee who observes Martin Luther King Day shall do so without rebuke or dismissal. Employees are required to give written notice to the Employer the Friday before the holiday.

Section 2. There shall be no work performed on Labor Day except in special cases of extreme emergency.

Section 3. When a Holiday falls on Sunday it will be observed on the following Monday.

**ARTICLE XXI
APPRENTICES** -- The parties agree to the establishment of a Carpenters and Millwrights Joint Apprenticeship Committee consisting of five representatives as designated by the Ohio & Vicinity Regional Council of Carpenters, one representative designated by the Walls & Ceilings Contractors Association of Greater Cincinnati and four representatives designated by the Cincinnati Division, Associated General Contractors of Ohio.

The Joint Apprenticeship Committee shall continue its activities during the life of this Agreement and have full power to supervise and administer the selection of apprentices and the apprenticeship training fund in accordance with the standards approved by the Walls & Ceilings Contractors Association of

Greater Cincinnati, the Cincinnati Division, Associated General Contractors of Ohio, and the Ohio & Vicinity Regional Council of Carpenters.

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 carpenters hired shall be an apprentice, if available.

**ARTICLE XXII
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 not less than the amount indicated below per hour over that paid to the journeyman.

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 not less than the amount indicated below per hour over that paid to the journeymen. No sub-foremen shall be allowed.

| | |
|-----------------------|--------|
| | 7/1/01 |
| Foreman | \$1.50 |
| General Foreman | \$2.00 |

**ARTICLE XXIII
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 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 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 and that stewards should be retained as long as they are qualified to perform the remaining work and there are as many as three Employees covered by this Agreement 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 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 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. The Steward shall be given time to perform his duties as outlined above.

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 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 regular work day pay by reason of compliance with the provisions of this section. A Carpenter injured on the job during working hours, shall be paid for the time it takes to go to a

doctor. If his injuries are of such nature that he/she cannot report back on the job, he/she shall receive his full day's pay.

Section 8. A Steward shall have First Aid Certification, CPR Certification and shall have completed the OSHA 16 Hour Safety Training Passport program by July 1, 2002.

ARTICLE XXIV

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

Section 2. The JCC 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 the JCC for special consultation. No Union or Employer representative directly involved in the dispute shall serve as a member of the JCC hearing such a dispute.

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

Section 5. In the event the JCC cannot settle the dispute within one week after its first meeting on the dispute, an impartial arbitrator shall be selected by the parties to the dispute to render a decision that shall be final and binding on the parties. In the event the parties cannot agree to the impartial-umpire within one week, the Presiding Judge of the Court of Common Pleas of Hamilton County shall appoint the arbitrator. The arbitrator shall make his decision within the terms and scope of the Agreement and he/she 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 JCC.

ARTICLE XXV

GENERAL CONDITIONS -- Section 1. IF THE JOB REQUIRES the Employer furnishes a shed, storage room, or lock box for the protection of Carpenter tools, the Employer shall not be responsible for the theft, damage or loss of such tools.

Section 2. 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.

Section 3. 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 are employed provided the Agent or Agents comply with the rules and regulations governing entrance to the plant or project.

Section 4. The Employer is at liberty to employ and discharge whomsoever he/she sees fit, except as otherwise provided in this Agreement.

Section 5. 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 6. Recognizing the difficulty of workers past fifty (50) years of age securing regular employment, the employment of such workers who are capable, is to be encouraged on jobs where conditions warrant.

Section 7. It is agreed that no Carpenter 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 service permanently or for an indefinite period.

Section 8. Sanitary drinking water and cups shall be provided by the contractor on all job sites. Ice water shall be furnished by the contractor when necessary.

Section 9. The first member starting to work on a job shall notify the District office of the location of the job.

Section 10. No Carpenter shall furnish power tools, power tool accessories, ladders, scaffolding, ropes or saw horses.

Section 11. 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 machine or truck to haul material or equipment for any Employer.

Section 12. 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 13. 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 14. The Employer will furnish welding hoods, welding gloves and rain gear when necessary.

Section 15. When certified welding is a job requirement and a Carpenter 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 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 16. The Union and Employer agree to implement a program to aid in maintaining a drug-free workplace. The Union and the Walls & Ceilings Contractors Association have established the following guidelines which must be a 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 results, the testing laboratory shall maintain a sample portion of the specimen for 6 (six) months.

Consent forms shall 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.

Further details of this program will be finalized during regular Labor/Management Meetings.

ARTICLE XXVI

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 of this Agreement, shall be performed by Employers who are signatory to this Agreement, or who are willing to become signatory thereto.

Section 2. The Union recognizes that the Employer is free to subcontract 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 IV hereof.

ARTICLE XXVII

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, 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 XXVIII

PAYMENTS TO FRINGE FUNDS -- SURETY BOND - The payments 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 Union, to post a bond of two (2) times the delinquent amount as surety for payments to the fringe funds or to post a \$25,000 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 XXIX

MOST FAVORED NATIONS -- If the Union shall furnish Employees to any contractor for Walls and Ceilings work, upon any more favorable terms and conditions than those contained herein, the Union agrees that such more favorable terms and conditions shall be extended to all signatories to Walls and Ceilings Agreements on any such projects where conditions were granted. If after bidding the Union agrees to furnish Employees to another contractor for Walls & Ceilings work, upon any more favorable terms and conditions than those contained herein, the Union agrees that such more favorable terms and conditions be extended to all signatories to Walls & Ceilings Agreements on any such projects.

ARTICLE XXX

LENGTH OF AGREEMENT -- This Agreement shall remain in full force and effect until the First day July, 2004, and shall continue to remain in full force from year to year thereafter unless either party notifies the other party in writing of its intention to modify, amend or terminate this Agreement in not less than sixty (60) days before the expiration date or yearly extension period.

ARTICLE XXXI

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

ARTICLE XXXII

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.

ARTICLE XXXIII

The Union and the Employer agree to implement a program to aid in maintaining a drug-free workplace. The Union and individual contractors will jointly develop a program to conform with current laws to suit specific needs.

ARTICLE XXXIV

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.

MAINTENANCE WORK: 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 by 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. Maintenance Work shall be performed at the basic rate.

WITNESS WHEREOF, we, the undersigned, have executed

this Agreement on the _____ day of

Month

Year

OHIO & VICINITY REGIONAL COUNCIL OF CARPENTERS

Name Of Representative

Firm Name of Employer

Address

Phone Number

Employer's Unemployment Insurance Number

Employer's Workers' Compensation Insurance No. or Name of Insurance Carrier

David L. Chaney

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

Judith Trotter Short

Judith Trotter Short, Executive Director
Carpenter Employers Division,
Walls & Ceilings Contractors Association of Greater Cincinnati
1010 Yale Avenue • Cincinnati, Ohio 45206
Voice • (513) 221-8020 Fax • (513) 221-8023