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K#: 8446

Employer Name: West Central Ohio General and Forming Contractors Division, Carpenters Employers Section of the Labor Relations Division, Ohio Building Chapter, Inc., Associated General Contractors of America

Location: OH Dayton

Union: Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (UBC)

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8446

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**2004-2007
GENERAL AND FORMING AGREEMENT**

**BETWEEN
WEST CENTRAL OHIO DIVISION
GENERAL AND FORMING CONTRACTORS SECTION OF THE
LABOR RELATIONS DIVISION OHIO BUILDING CHAPTER, INC.
ASSOCIATED GENERAL CONTRACTORS OF AMERICA**

AND

**OHIO & VICINITY REGIONAL COUNCIL OF CARPENTERS UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

EFFECTIVE JUNE 1, 2004 TO MAY 31, 2007

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TERMS OF AGREEMENT AND GEOGRAPHIC AREA

(1) This agreement is made and entered into this 1st day of June 2004 by and between West Central Ohio General and Forming Contractors Division, Carpenters Employers Section of the Labor Relations Division, Ohio Building Chapter, Inc., Associated General Contractors of America hereinafter called "employer" and the Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America hereinafter called "union" representing carpenters, floor layers and apprentices hereinafter called "carpenter (s)". This agreement shall cover all commercial and industrial building work performed in the entire counties of Miami, Darke, Shelby, Preble, Montgomery, Greene, Logan, Champaign and Clark in Ohio.

(2) The geographical jurisdiction of the Ohio & Vicinity Regional Council of Carpenters is greater than the area covered by this agreement totaling fifteen (15) counties in Ohio as follows: Logan, Clark, Champaign, Darke, Shelby, Miami, Greene, Montgomery, Preble, Warren, Butler, Clinton, Hamilton, Clermont and Brown; and, the following six (6) counties in Kentucky: Boone, Braken, Campbell, Grant, Kenton and Pendleton. The geographical scope of this agreement shall be as listed above in paragraph one (1). Contractors signatory to this agreement further agree that in the event that they work within any of the twelve other counties under the jurisdiction of the OVRCC they will pay the wages and fringe benefits of that county but will work under the conditions stipulated under this agreement.

(3) Carpenters living in the geographic area covered by this agreement shall be given preference in employment.

(4) This agreement shall be in full force and effect from June 1, 2004 to midnight, May 31, 2007.

PREAMBLE

(5) This agreement is entered into to prevent strikes and/or lockouts and to facilitate a peaceful adjustment of grievances or disputes which may arise between the employer and the union in this trade, and to prevent waste and unnecessary and avoidable delays and expense and for the further purpose, insofar as possible, at all times to secure for the employer sufficient skilled carpenters, and, insofar as possible, to provide continuous employment for labor, such employment to be in accordance with the conditions herein set forth at the wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

RECOGNITION

(6) The employer acknowledges that the union has offered to establish its majority status by allowing the employer to examine authorization cards voluntarily executed by the employers 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 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.

COLLECTIVE BARGAINING UNIT

(7) The persons, firms, corporations, joint-ventures, or other business entities bound by the terms of this agreement are referred to in this agreement as "employer" or "employers." The employers and the union by entering into this agreement intend to and agree to establish a single multi-employer collective bargaining unit. Any employer who becomes party to this agreement shall hereby become a member of the multi-employer collective bargaining unit established by this agreement and hereby authorizes the Association as its representative for collective bargaining purposes with respect to the union. These bargaining rights will remain with the Association from contract to contract unless cancelled in writing not greater than 120 days or less than 60 days from the current contract expiration date.

DECLARATION OF PRINCIPLES

- The selection of foreman or general foreman shall be entirely the responsibility of the employer.
- The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade and shall work under the supervision of the foreman.
- Carpenters shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.
- There shall be no limit on the production by carpenters or restriction on the full use of proper tools or equipment and there shall not be any task or piecework.
- Payment of excessive daily travel allowance or subsistence shall be discouraged.
- Jurisdictional disputes shall be settled in accordance with the procedures established by the National Labor Relations Board.
- Slow downs, forcing of overtime, spread work tactics, standby crews and featherbedding practices have been and are condemned.
- Stewards shall be qualified journeymen performing work of their craft. There shall be no non-working stewards.
- There shall be no strikes, work stoppages, or lockouts during the processing of any grievances or disputes in accordance with the manner prescribed in this agreement.
- There shall be no restriction of the use of any raw material, except prison made.

- No person except those representing the carpenter shall have the right to interfere with carpenters during working hours.
- The use of apprentices shall be encouraged as provided herein.
- The carpenter is at liberty to work for whomever he/she sees fit, but shall demand and receive the wages agreed upon by this agreement.
- The employer is at liberty to employ and discharge whomsoever he sees fit.
- An obligation imposed upon and accepted by the union as being properly its own, is the availability at all times insofar as possible, during the life of this agreement to provide skilled craftsmen capable of performing the work of this trade, and to constantly endeavor to improve the ability of such carpenters, and further to have in the making through apprenticeship training, carpenters who can enter this trade properly equipped to perform the work.
- The employer, the union and each carpenter will comply with all applicable Local, State, and Federal statutes and regulations as well as employer accident prevention and environmental safety rules. Included in these, but not necessarily restricted to, are the following: Ohio State Worker's Compensation Insurance Law, IC-3 specific safety requirements of the Industrial Commission of Ohio relating to construction, Federal Security Agency, Social Security Agency, and the Bureau of Unemployment Compensation.
- The employer and the union agree that neither party will discriminate in any manner against any carpenter, or applicant for employment or apprenticeship, or because of race, creed, color, sex, national origin, or ADA covered persons, further, both the employer and union agree to abide by all relative Federal and State Laws and rulings promulgated by the office of Federal Contract Compliance of the Department of Labor.

ARTICLES OF AGREEMENT

ARTICLE I

STRIKES AND LOCKOUTS

(8) The union agrees that if any union or group of employees engage in picketing or any work stoppage on the job, the union and employees shall consider such picketing or work stoppage as an illegal strike, and will refuse to honor any picket line established. Failure of the union or group of employees to cross any picket line established on the project 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 and 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 union shall not be held liable for the actions of individual employees.

(9) Therefore, with the preamble and declaration of principles as part of and fundamental to this agreement, the employer and the union hereby agree that there shall be no lockout by the employer, or strike, stoppage, or the abandonment of the work whether individually or collectively, concerted or separate action by the union without arbitration of the matter in dispute as hereinafter provided, except for the provisions of Article XXI, "Enforcement Rights", which is specifically excluded from any requirement of arbitration.

ARTICLE II DISPUTES AND ARBITRATION

(10) The Representative of the employers Association and the union hereto agree that all grievances and/or disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this agreement (except Article XXI "Enforcement Rights", which is expressly excluded from any requirements of arbitration) shall be settled in the manner herein set forth below; and they further agree that work still go on undisturbed during the processing of such grievances, disputes and/or misunderstandings and that the decisions of the Joint Arbitration Board and/or arbitrator shall be final and binding upon the parties.

(11) There shall be a Joint Arbitration Board consisting of three (3) representatives of the employer Association and three (3) representatives of the union with such Joint Arbitration Board having the jurisdiction and authority to render final and binding decisions upon any grievance, dispute or misunderstanding arising between the union and any employer signatory and bound by this agreement.

(12) The employer Association and the union shall each appoint three (3) representatives and one (1) alternate representative to serve on the Joint Arbitration Board pursuant to this article. A representative of the employer Association and a representative of the union shall alternate as Chairman and Secretary respectively for each grievance, dispute or misunderstanding considered.

(13) Should a dispute arise between either party to this agreement, which dispute the parties are unable to adjust or settle, said dispute shall be reported within three (3) working days following the failure of the parties to adjust or settle the dispute to the employer Association or union as appropriate. The Joint Arbitration Board shall convene within seven (7) working days following receipt of notification of a dispute for the purpose of considering same. Four (4) members shall constitute a quorum, two (2) from the employer Association and two (2) from the union. Each member present shall have one (1) vote only and neither side shall cast more ballots than the other. A decision shall require a majority of those members voting and such decision shall be final and binding upon the parties.

(14) In the event the decision of the Joint Arbitration Board does not result in a majority decision, either party may, within ten (10) working days following the meeting of the board, refer the dispute to arbitration by the making of written notice to the other party. As to the making of such notification, the party submitting the matter to arbitration shall apply to the American Arbitration Association (AAA) for a list of seven (7) arbitrators, from which list both parties shall alternately strike names until the last name remains, with such person to be

designated as the arbitrator. The selection of the arbitrator shall be made within ten (10) working days following receipt of the list of arbitrators. The arbitrator shall not have the power to add to, subtract from, or modify the express terms and provisions of this agreement. The decision of the arbitrator shall be final and binding on the parties. The employer affected by the arbitration procedure and the union shall equally share the expenses and fees of the arbitrator. Said employer and the union shall bear their own respective costs of the arbitration procedures separately.

(15) In the event that either party fails to comply with a decision of the Joint Arbitration Board, or a decision of an arbitrator, the terms and conditions of Article I of this agreement shall not apply.

ARTICLE III SETTLEMENT OF JURISDICTIONAL DISPUTES

(16) In case of a jurisdictional dispute same shall be immediately referred to the National Labor Relations Board to be settled in accordance with established rules, regulations and procedures.

ARTICLE IV UNION SECURITY

(17) All carpenters who are members of the union on the effective date of this agreement shall be required to remain members of the union as a condition of employment during the term of this agreement. New carpenters shall be required to become and remain members of the union as a condition of employment on and after the eighth (8th) day following the original date of their employment or the effective date of this agreement, whichever is later.

(18) 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.

(19) During the first seven (7) days following the original date of employment with the employer, a new carpenter shall be on a trial basis and may be discharged at the discretion of the employer.

ARTICLE V TRADE AUTONOMY AND WORK JURISDICTION

(20) Carpenters covered by this agreement shall be classified as journeymen and apprentice carpenters and floorlayers hereafter referred to as carpenters.

(21) The employer agrees in making assignments of work to give consideration to agreements and decisions of record contained in agreements between International unions, agreements between local unions in the area, trade practice and local area practice.

(22) The employer agrees to recognize any existing jurisdiction of work agreement(s) that may exist between The Ohio & Vicinity Regional Council of Carpenters, United Brotherhood

of Carpenters and Joiners of America, and any other labor body affiliated with the Dayton Building Trades Council, AFL-CIO, when making assignments of work not specifically covered by this agreement.

(23) The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials; and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment and all materials used by members of the United Brotherhood of Carpenters and Joiners of America.

(24) The United Brotherhood of Carpenters and Joiners of America's jurisdiction extends over the following divisions and subdivisions of the trades: carpenters and joiners, millwrights, pile drivers, lathers, bridge, dock and wharf carpenters, divers, underpinners, timber men and core drillers, shipwrights, boat builders, ship carpenters, joiners and caulkers, cabinet makers, bench hands, stair builders, millmen, wood and resilient floor layers and finishers, carpet layers, shinglers, siders, insulators, acoustic and drywall applicators, tile, terrazzo and marble helpers, 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 the fashioning, milling, or manufacturing of products used in the trade or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions, burning, welding, hand and power rigging, and the use of any instrument or tool for layout work incidental to the trade.

(25) The contractor agrees that it shall be the work of the carpenters to set/install and maintain proper alignment and/or adjustments of concrete forms and/or concrete forming systems including the signaling and rigging in connection therewith. During the pouring of concrete, such as walls, decks, etc., a sufficient number of carpenters shall be on the job during the pouring, as determined by the contractor.

(26) Materials not crated, boxed or cartoned such as trim, showcases, display cases, cabinets, paneling, baseboard, chair rails, window sash, doors, door jambs and walk-in coolers, shall be unloaded and installed by carpenters. If a mixed load arrives on the job site, a composite crew shall unload to the designated stockpile(s). The uncrating shall be done by carpenters.

(27) Carpenters shall handle all material which is being erected or which is to be erected by them from the employer-designated stockpiles on each level or at each area where material is to be used.

(28) The stripping of concrete forms which includes, but is not limited to, gang forms, wall forms, columns, piers, walls, beam sides and beam bottoms whether panelized or built up-type forms shall be the work of the carpenter.

(29) The stripping of deck forms, including flat decks, flat arch decks, pan decks, domes or centers, shall be the work of a composite crew, at least half of whom shall be carpenters.

ARTICLE VI PILEDIVING

(30) Piledriving is a branch of the trade coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. The work of the piledrivers shall include, but not be limited to, the following:

(31) Driving, bracing, plumbing, cutting-off and capping of all piling whether wood, metal, pipe piling, or composite.

(32) Heading and splicing of wood piling and the making of wood sheet piling; welding, cutting, or burning of any metal and wood piling and shoring and underpinning in connection with piledriver work.

(33) Loading, unloading, erecting, framing, dismantling, moving and handling of piledriving equipment and material used in the work; drilling in piling or drilled caissons.

(34) Piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters.

(35) Placing of all lagging, bumper guards of wood or metal; framing, boring, drilling or burning of all holes in same, all tie and hog rods in connection with piledrivers work.

(36) All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

(37) Piledriving crews will be staffed at the discretion of management while maintaining jurisdiction and safety.

(38) All other provisions affecting carpenters shall apply to the piledrivers.

ARTICLE VII WORKING CONDITIONS, HOLIDAYS AND OVERTIME

(39) Hours per day - Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m.

(40) Days per work-week - Five (5), eight (8) hour days shall constitute the week's work period beginning Monday at 6:00 a.m. and ending Friday at 6:00 p.m.

(41) Shift work - When work is carried on in more than one shift, the first shift shall work eight (8) hours at the regular rate of wages; the second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay; the third shift shall work seven hours and receive

eight (8) hours pay, provided however, the union shall be given notification by the employer prior to the commencement of such work.

(42) By mutual agreement, a work-week of four ten-hour days may be worked at straight time. Friday may be worked as an optional make-up day (see paragraph 48).

(43) Lunch Time/Coffee - Lunch time shall begin not later than five (5) hours following commencement of starting time unless unusual circumstances dictate other arrangements. There shall be no designated or organized coffee break or rest period taken during working hours. This does not preclude the employee from pausing at his work place for ten minutes in the morning for coffee or a cold drink, provided he takes his thermos bottle with him to the work place and does not interfere with the progress of the work.

(44) Job Site Passes - On all jobs where carpenters are required to have passes, said carpenters shall receive up to three (3) hours pay to get said passes, provided such carpenters have car registration, insurance and other necessary documents in order.

(45) Travel Expense - Carpenters shall not suffer loss of hourly wages due to moving from job to job during regular working hours. When employees are sent out of The Ohio & Vicinity Regional Council's jurisdiction to work, the employer shall provide a reasonable payment of traveling expenses. If an agreement cannot be reached on reasonable expenses, the employee has the right to refuse to travel for said Company. There shall be no penalty or reprisal against said employee subject to the grievance procedure.

(46) Holidays - The following days will be observed as Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Scheduled Holidays falling on Sunday shall be celebrated on the following Monday. No work shall be performed on Labor Day unless life or property is in danger. Any carpenter who may not wish to work Martin Luther King Day shall be allowed the day off provided the carpenter notifies the employer one week before the day. There shall be no reprisal for exercising this right. Furthermore, any carpenter choosing to work on this day shall be paid at the straight time hourly rate.

(47) Overtime shall be paid at the rate of time and one-half (1 ½) the Carpenters regular hourly wage for all work performed over eight (8) hours each day and forty (40) hours each week. Any work performed on Sundays or Holidays listed herein shall be paid at two (2) times the carpenter's regular wage for all hours worked.

(48) A make-up day may be scheduled for Saturday (or Friday if working four tens) if during the week, work was canceled due to weather conditions or other conditions beyond the contractor's control. Such work will be paid for at the straight time rate of pay. On weeks where recognized Holidays fall within the work week, the remaining four days will be considered the full week. If a contractor is working four tens as straight time and the recognized holiday falls on one of the four ten schedule scheduled days, the remaining three days will be considered the full week. The make-up day is voluntary without penalty or recrimination.

**ARTICLE VIII
REFERRAL AND REPORTING PAY**

(49) Referral - Should any employer order carpenters to report for work and fails to put same to work, said carpenters shall receive two (2) hour's pay unless inclement weather prevents working.

(50) Reporting pay - Any carpenter who reports for work regardless of weather, and for whom no work is provided, shall receive pay for one (1) hour at the stipulated rate for so reporting provided, however, the employer may notify the employee not to report for work prior to the start time of the shift in which event this section shall not apply. Carpenters are to remain on the job for this one hour unless released by the employer's Job Site Representative.

**ARTICLE IX
WAGES, CLASSIFICATIONS AND PAY DAY**

(51) Wages and payday - The term(s) "hourly rate", "pay" or "wages" used in this agreement shall mean the actual rate of hourly base wages to be paid and all employer fringe benefit contribution payments inclusive.

(52) Carpenters covered by this agreement shall include the classifications of: carpenters, acoustic and ceiling installers, drywall installers, piledrivers, apprentices and floorlayers.

(53) All fringe contributions shall be paid at straight time rates for overtime hours worked.

WAGES

Effective June 1, 2004-May 31, 2007 for the following counties in Ohio:
Miami, Darke, Shelby, Montgomery, Greene, Preble, Clark, Champaign and Logan.

	BASE WAGE	H&W	PENS	APPR FUND	IND FUND	H/S	ANN	TOTAL
Journeyman	\$22.35	3.40	3.40	.33	.25	.04	.10	\$29.87
Foreman	\$23.85	3.40	3.40	.33	.25	.04	.10	\$31.37
Gen Foreman	\$24.35	3.40	3.40	.33	.25	.04	.10	\$31.87

EFFECTIVE JUNE 1, 2005- \$1.00 increase to be allocated
EFFECTIVE JUNE 1, 2006- \$1.00 increase to be allocated

Apprentice base wage rates are calculated on the apprentice percentage of the journeyman base wage for all counties covered by the agreement.

1 ST 6 MO.	(60%)	5 TH 6 MO.	(80%)
2 ND 6 MO.	(65%)	6 TH 6 MO.	(85%)
3 RD 6 MO.	(70%)	7 TH 6 MO.	(90%)
4 TH 6 MO.	(75%)	8 TH 6 MO.	(95%)

(54) At the exclusive option and discretion of the union, wage increases may be diverted into the Health & Welfare Plan and/or Pension Plan by written notification to the Association at least forty-five (45) days prior to the effective date(s) of the scheduled increases.

(55) Note: All apprentices shall receive their six (6) month wage increment increase on July 1 and January 1 of each year provided the apprentice(s) has met the standards established by the Joint Apprentice Committee.

(56) Carpenters must be paid at or before the close of the established payday, if weather permits; otherwise, before noon payday on the job, or at the office of the employer. When carpenters fail to receive their pay by quitting time on the established payday, unless the delay is unavoidable, the carpenter(s) shall receive time of one (1) hour additional pay at double time rate including fringe contributions. Failure to pay within two (2) hours and cause the carpenter to wait longer shall entitle the carpenter to the regular rate of pay until received.

(57) Carpenters who are discharged or laid off shall be notified one (1) hour ahead of time in order to recondition their tools and shall be paid in full on the job or allowed time to get their wages at the office of the employer.

(58) No employer may deduct any part of a carpenter's wages for any purpose without the consent of the carpenter, except as required by law. Not more than one (1) week's pay shall be held back from the regular weekly pay.

(59) On any project(s) where wage rates have been predetermined by an agency of the government, that predetermined rate including all increments listed in the predetermined rate shall remain in effect for the duration of such project.

(60) Should Local, State, or Federal Legislation passed after the effective date of this agreement impact this agreement, then the negotiating teams (union and West Central Ohio Division Associated General Contractors of America) shall immediately meet to resolve the problems created. If no resolution is reached within a 30-day period, then each Associated General Contractors of America/LRD signatory member shall have the right to withdraw from the agreement after providing a 30-day notice to both the union and West Central Ohio Division Associated General Contractors of America. This period of time may be extended by mutual agreement of the parties.

ARTICLE X FOREMEN AND GENERAL FOREMEN

(61) A foreman shall be employed when three (3) or more carpenters are employed and shall receive the hourly rate in effect.

(62) When three (3) or more foremen are employed, there shall be a general foreman employed who will give instructions to the foremen.

(63) A foreman in charge of the work shall give all instructions to the Carpenters. Foremen shall be allowed to keep an account of all materials used by carpenters on the job as a whole. The foreman shall, upon request of the steward, send new carpenters to the steward before going to work.

(64) While a foreman or general foreman shall prove their efficiency as such, they shall not rush, use abusive language or otherwise abuse carpenters under their direction. Violation of this rule is punishable by discharge and expulsion from the job, or both.

ARTICLE XI

APPRENTICES AND JOURNEYMAN TRAINING

(65) After employing two (2) journeymen, the next carpenter employed may be an apprentice. After employing five (5) journeymen, an apprentice shall be employed as the next carpenter employed. One (1) additional apprentice shall be employed for each five (5) journeymen employed thereafter. After the first apprentice is employed, the ratio of apprentices to journeyman shall not exceed one (1) apprentice for three (3) journeymen.

(66) The apprentice to journeyman ratio shall pertain to the employer's total employment of journeymen which shall not have to be maintained on any specific job provided a journeyman is on each job where an apprentice is employed. The employer is responsible for apprentices receiving the necessary on-the-job experience and related technical instructions.

(67) All apprentices must attend apprentice school as established and administered by the Joint Apprenticeship Committee. The apprentice school courses shall meet the minimum requirements established by the Bureau of Apprenticeship and Training. The employer agrees to discharge from employment any apprentice who violates this section, upon receipt of such notice by certified mail from the Joint Apprenticeship Committee.

(68) The Joint Apprenticeship Committee shall be composed of equal representation from the Association and from the union. This Committee shall be charged with administering the apprenticeship and training program and its funds. It shall pass on applications for apprenticeship and training, consider requests for promotions, and consult with the apprenticeship and training program.

(69) This Committee shall meet regularly on the call of the Chairman during the apprenticeship and training school year and at such times as are necessary to properly promote the welfare of the apprenticeship and training program.

(70) Effective June 1, 2004, the employer agrees to contribute thirty-three cents (\$.33) per hour worked to the Joint Apprenticeship Committee for the apprenticeship training. The establishment of the United Brotherhood of Carpenters and Joiners of America National Health and Safety Fund and National Apprenticeship and Training Fund will become a part of this article. The employer shall contribute an additional \$.04 (four cents) per hour for each hour worked by all employees covered by this agreement to the UBCJA to be divided equally between the National Health and Safety and the National Apprenticeship and Training Fund. The Trust Fund thus established with all its terms and provisions and with any amendments thereto, shall be considered a part of this agreement; and shall continue in full force and effect

throughout the life of this agreement unless terminated in a manner consistent with the provisions therein.

(71) Payments shall be made in accordance with the instructions on the reporting form furnished by the Joint Apprenticeship Committee. The monthly contribution payment and report shall include the last full weekly pay period of the month and shall be due and payable on or before the twentieth (20th) day of each month covering all amounts due for the preceding month.

(72) The carpenters Joint Apprenticeship and Training Program and its funds shall be administered pursuant to an agreement and Declaration of Trust administered jointly by the Joint Apprenticeship Committee. The agreement of Declaration and Trust shall be in accordance with all requirements of the law.

(73) A copy of the agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement as though set forth here at length.

(74) The Joint Apprenticeship Committee has the option to employ a full-time Instructor/Coordinator of their choice whose salary and expenses will be payable from the carpenters Joint Apprenticeship and Training Fund. The Instructor/Coordinator will be a member of the union.

(75) In accordance with applicable OSHA safety and health standards requiring safety training and education, the union shall make available to each member the 16-hour STP "Safety Training Passport" Program certified by the U.S. Department of Labor in its training and upgrading program. All existing Employees should be trained before June 1, 2005 and any Employee not in compliance with this safety-training requirement shall not receive scheduled wage increases on that date.

(76) All journeyman carpenters shall complete 16 hours of training during the first contract year (June 1, through May 31), and 20 hours of training during each year thereafter. The Carpenters Training Center will develop, conduct, monitor and certify such training, utilizing input from employers. Any journeyman carpenter not in compliance with this annual training requirement shall not receive scheduled wage increase beginning June 1, 2005. (Note: The 16-hour Safety Training Passport above shall be accepted for this training during the first year for those who do not already have it)

(77) This applies to any increase whether distributed as wages or fringe benefits. When those not in compliance subsequently receive the training, they must advise the union to submit proof to the employer in order to receive such increases. Said increases will then become effective the first full pay period following receipt of such proof provided by the union to the employer.

ARTICLE XII EMPLOYERS' REQUIREMENTS

(78) Layoff/Separation – The employer agrees that any carpenter removed from the payroll shall be furnished a separation statement showing the reason for the separation, and the date of

same, the name and payroll address of the employer, the employer's unemployment compensation number and said separation will be signed by the employer's job representative.

(79) Pre-Job Conference – The parties hereto agree that a pre-job conference shall be held at the job site or such other place as the parties may mutually agree upon prior to commencing work on a new project. The purpose of such conference shall be for the employer to advise the union of his requirements for carpenters in the classifications of work covered by this agreement, the probable starting date and proposed working schedules, and for the union to advise the employer of the number of carpenters available to perform the work when requested.

(80) Tools and Equipment Furnished – The employer shall furnish any bench, clamp or hand screws, ladders, ropes, sawhorses, portable power saws or any other motor driven machines, tools or appliances. The employer shall furnish necessary files, saw clamps and adequate light.

(81) Drinking Water and Sanitary Facilities – The employer shall furnish fresh drinking water and proper sanitary facilities on all jobs. Iced water shall be furnished by the employer from May 1st through September 30th.

(82) Tool Shed - The employer shall furnish a suitable room for the use of carpenters for the purpose of keeping their tools and clothes and eating their lunch. Such room to be kept clean at all times, heated in cold weather and provided with a substantial lock. This provision does not apply on small jobs. The foreman shall see that the tool shed is locked when leaving the job.

(83) Hard Hats - The employer will furnish and the employees will wear hard hats and safety glasses as required by Federal and/or State Safety Regulations. The employer will furnish welding hoods, welding gloves and rain gear when necessary. The employer shall have the right to require employees to sign a receipt when issued these items, and if the items are not returned at the time of his separation from employment, the employer may deduct the cost of the items from the employee's pay.

(84) Tool Replacement - After working hours, the employer shall be responsible for any carpenters' tools lost by fire or theft by forcible entry which have been stored in the employer's specified locked area. Full replacement value of tools lost shall be provided by the employer if a list of tools has been submitted to the employer's Job Representative prior to the loss.

(85) Subcontracting - The employer agrees where any portion or portions of his contract for on-site construction, alteration or repair work covered by this agreement is to be sublet or assigned to a subcontractor, that the subcontractor(s) shall be advised by the employer of the existence of this agreement. The employer further agrees that any subcontracting of work covered by this agreement shall only be sublet or assigned to those employers who are party to a current written agreement with a union which agreement provides standards of wages and other economic conditions at least equal to those provided by this agreement.

(86) Addenda to this agreement which are required to place the company in a more competitive position or address the owners' requirements may be established; provided that, where it is demonstrated by the Company that the application of provisions under this agreement may, or will result in the loss of union construction or preventable financial injury to the company and/or its employees. The union shall meet with the Company, at the Company's request, to discuss a modification of area and/or job site conditions as would relate to the application of this agreement. Such meetings shall be expedited to accommodate the circumstances. Any addenda shall be reduced to writing and shall be made part of the agreement for a specific project or area. Any proposed addenda to this agreement must first be approved by a majority of a standing Labor-Management Committee composed of two Labor Representatives and Two Management Representatives by "fax" to the AGC/LRD office.

(87) Any violation of any Labor agreement by a subcontractor signatory to an agreement with a union shall be the sole responsibility of the subcontractor involved.

(88) The provisions of this subcontracting section shall not be used by the union to advance a jurisdictional claim.

(89) Surety Bond - The Fund Trustees may require the employer to provide a Surety bond of twenty five thousand dollars (\$25,000); to guarantee contributions to the Health and Welfare Fund, Pension Fund, and Joint Apprenticeship and Training Fund specified elsewhere in this agreement. Said bond may be by certified or cashiers check or may be a Surety bond underwritten by a responsible surety underwriter on a bond form provided by the Fund Trustees. Said bond shall be posted with the Trustees of the Fund(s).

ARTICLE XIII

HEALTH & WELFARE, ANNUITY, PENSION PLANS

(90) Health & Welfare - The employer hereby agrees to pay each month the per hour contribution amounts set forth below to the Health & Welfare Fund for each carpenter covered by this agreement as follows:

(91) **For all hours worked; three dollars and forty-cents (\$3.40).**

(92) The contribution payments of the employer shall be used exclusively to provide group life insurance; accidental death and dismemberment insurance, hospital expense insurance, surgical expense insurance, medical expense insurance, and temporary disability benefits to eligible carpenters and their families in such form and amounts as the Trustees of the Health & Welfare Fund may determine, including allowances for the organization and administration expenses of the Health & Welfare Fund.

(93) The Health & Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Representatives from the Association and the union, which agreement and Declaration of Trust shall conform to all requirements of law. A copy of the Agreement and Declaration of Trust, together with any

amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

(94) Pension Plan - The employer hereby agrees to pay each month the per hour contribution amounts set forth below to the pension fund for each carpenter covered by this agreement as follows:

(95) For all hours worked; three-dollars and forty cents (\$3.40) per hour.

For all hours worked by first period through fourth period apprentices forty cents (\$.40) per hour. For all hours worked by fifth period through eighth period apprentices three dollars and forty cents (\$3.40) per hour.

Beginning effective June 1, 2004 an Annuity Fund has been established, for all hours worked, ten-cents (\$.10) per hour will be contributed into the Annuity Fund.

(96) The contribution payments of the employer shall be used exclusively to provide pension benefits to eligible carpenters in such form and amounts as the trustees of the pension fund may determine, including allowances for the organization and administration expenses of the Pension Fund.

(97) The Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives from the Association and the union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this agreement, as though set forth here at length.

(98) The monthly contribution period shall include the employer's last full weekly pay period of the month reported on report forms furnished by the funds. Said report and contribution payments are due and payable on or before the twentieth (20th) day of each month for all amounts due for the preceding month and forwarded in accordance with the instructions on the forms. Failure on the part of the employer to pay the amounts due shall be deemed a breach of this agreement by such employer.

(99) No contributions shall be acceptable by the Trustees of the funds unless a signed copy of this agreement or other document binding the employer to the obligations hereto is on file.

ARTICLE XIV DUES DEDUCTION

(100) 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 union and Association hereto and permitted by the provisions of Section 302C 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 rate of four percent (4%) of the gross wage. The percentage for the dues check-off may be changed at the option of the union. The amount deducted shall be remitted to the union by the

twentieth (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 XV STEWARDS

(101) The Business Representative of the union shall have the authority to designate the steward from among the journeymen on the job. The employer shall be notified in writing as to the name of the steward. The steward shall appoint a journeyman from among those on the job to act as steward in case of his/her absence. The steward shall be the last working journeyman on the job, provided he/she is capable of performing the work in question.

(102) The steward may be discharged for cause but not for acting as steward. Whenever it is deemed necessary to release a steward from employment, the office of the Regional Council shall be notified twenty-four (24) hours in advance, and the Business Representative shall investigate the reason, unless the job is finished.

(103) Should any carpenter meet with an accident while working, that renders him/her unable to care for themselves, the steward shall see that he/she is properly cared for without loss of time to the steward. The steward shall report the injury to the employer and the union. The care of the injured carpenter is the employer's responsibility and when the employer carries out his responsibility, the steward is to continue his/her work. The steward shall have the authority to call carpenters off in inclement weather.

ARTICLE XVI ELIMINATION OF LUMP AND PIECE WORK

(104) Carpenters shall not do lump or piecework.

ARTICLE XVII MEMBERS OF AFFILIATED UNIONS

(105) All mill, bench and machine carpenters, when called to work on outside work, interior finish in buildings or setting up of fixtures, shall be required to work under the same conditions governing outside carpenters as to hours and rates of wages.

ARTICLE XVIII WOOD WORKING TOOLS AND TOOL CONDITIONING

(106) All woodworking machinery, tools and appliances shall be operated by carpenters when used on work under their jurisdiction.

(107) A miter box, owned by a carpenter, may be used by such carpenter on the job; however, no carpenter shall be required to furnish a steel miter box.

**ARTICLE XIX
DRUG-FREE WORKPLACE**

(108) If the Dayton Building Trades reaches an overall policy, like the Shield Program or something similar, we will agree to that policy; if not, all policies of individual companies must be negotiated independently.

**ARTICLE XX
CARPENTERS PREVAILING WAGE COMMITTEE**

(109) A committee will be appointed by the Carpenter Labor Relations Division and the Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America.

(110) The Carpenter Labor Relations Division and union agree that on prevailing wage projects selected by either the union or the Carpenter Labor Relations Division, investigation will be made to determine that proper carpenter prevailing wages are being paid. Signatory contractors agree to cooperate in the investigative effort.

(111) The Committee will go together jointly to the proper authorities to present the jointly collected evidence.

(112) Expenses of the Committee will be shared jointly by the union and Association.

**ARTICLE XXI
ENFORCEMENT RIGHTS**

(113) In the event the employer should fail to make the contribution payments and reports when due and payable as specified elsewhere in this agreement to any Jointly Trusted Fund(s), such delinquent employer shall be required to pay an additional amount of five percent (5%) per month or part thereof of the amounts due the respective funds for purposes of reimbursing the fund(s) for additional administrative expenses, impairment of reserves and costs of collection arising from late payments.

(114) The Trustees of the funds, or their authorized representatives, shall have the right, upon giving reasonable notice, to audit the payroll or other records of the employer on hours worked by carpenters for the purpose of determining that such employer is in compliance with the provisions of this agreement. The employer hereby agrees to cooperate with requests for any such audit or inspection.

(115) Notwithstanding any other provision(s) of this agreement, an employer found to be delinquent in his contribution payments to the fund(s) and who does not make payment in full of the amount(s) due within five (5) days following notification shall provide the union the absolute right to strike such delinquent employer(s) until the delinquent contribution payments are made or until arrangements for payment(s) satisfactory to the union and/or trustees of the fund(s) are concluded.

(116) The employer recognizes the rights of the union in enforcing the provisions of this agreement as guaranteed under the provisions of the National Labor Relations Act as amended and upon receipt of reasonable notice hereby agrees it will furnish information requested by the union or its agents relative to such enforcement.

(117) In addition, the union and/or the Trustees of the funds retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payment (s) and the delinquent employer shall also be liable for any attorney fees, expenses and other disbursements incurred by the union or the trustees in the collection of such delinquent employer contribution(s).

(118) The provisions and terms of this article are not subject to or suitable for arbitration by the terms of this agreement or any other agreement.

ARTICLE XXII

CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

(119) The employer and the union agree to and approve the establishment of a Construction Industry Advancement Program to promote the common good of the construction industry by providing financial support for activities which may include, but not necessarily be restricted to:

- (A) Promotion of Safety
- (B) Market Development
- (C) Protection of Legitimate Markets
- (D) Public Relations
- (E) Personnel Practices and Labor Relations
- (F) Education
- (G) Industry Relations
- (H) Apprenticeship Training
- (I) Participation in Funds and plans provided for in Collective Bargaining Agreements, such as Health and Welfare Plans
- (J) Collection and Distribution of information from and to all segments of the construction industry and related groups or authorities

(120) Each employer covered by this agreement shall pay to the construction industry advancement program an amount not to exceed twenty-five cents (\$.25) for each hour worked by each carpenter covered by this agreement. Payments to the program shall be in the actual amount shown and in accordance with instructions on forms furnished by the Association who is the exclusive administrator of this fund.

(121) The monthly contribution period and report shall include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the twentieth (20th) day of each month covering amounts due for the preceding month.

(122) If an employer fails to make payment when due and payable, he shall be subject to an additional charge of five percent (5%) per month until paid, to reimburse the Construction Industry Advancement Program for damages due to additional administrative expenses, impairment of reserves, and costs of collection arising from late payment.

(123) Should there be any termination of payments allocable to the Construction Industry Advancement Program by reason of the expiration of this agreement, or for any other reason, the assets and funds of the Construction Industry Advancement Program shall not be distributed among any employers, or the union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes and subject to the conditions provided herein.

(124) There is specifically excluded from the purposes of the Construction Industry Advancement Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize employers during periods of work stoppages or strikes.

ARTICLE XXIII INTENTION

(125) It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law and they believe that each and every part of this agreement is lawful.

(126) All provisions of this agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any court of competent jurisdiction or is caused to become invalid or inoperative due to enactment of new State or Federal laws. In such event the Association or the union may, at its option, require renegotiation of such individual provisions for the purpose of adequate replacement thereof, reserving the right of economic recourse in the event agreement cannot be reached in such negotiations; and such action shall not constitute a violation of this agreement.

ARTICLE XXIV PERIOD OF AGREEMENT

(127) This agreement shall remain in full force and effect to midnight, May 31, 2007, and shall continue to remain in full force and effect from year to year thereafter unless either party notifies the other party in writing of its intention to modify, amend, or terminate this agreement not less than sixty (60) days before the expiration date or yearly extension period. This agreement shall be binding upon the union, its members, officers, representatives, assigns and/or successor(s).

In witness whereof, we the undersigned authorized representatives of the West Central Ohio Division, General and Forming Contractors Section of the Labor Relations Division, Ohio Building Chapter, Inc., Associated General Contractors of America and the Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America hereunto affix our hands this 1st day of June 2004.

WEST CENTRAL OHIO DIVISION GENERAL AND FORMING
CONTRACTORS SECTION OF THE LABOR RELATIONS DIVISION
OHIO BUILDING CHAPTER, INC.
ASSOCIATED GENERAL CONTRACTORS OF AMERICA

115 LINWOOD STREET
DAYTON, OHIO 45405
(937) 228-7865

S/ _____
Doug McNames

S/ _____
Doug Crusey

S/ _____
John Kuck

S/ _____
Larry Kramer

S/ _____
Randall L. Fox

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

204 NORTH GARVER RD.
MONROE, OHIO 45050
(513) 539-2759

S/ _____
David L. Chaney

S/ _____
Herbert Adams

S/ _____
Joe Smith

ACCEPTANCE OF AGREEMENT

The undersigned employer, desiring to become an additional party to this 2004-2007 agreement between West Central Ohio Division, General and Forming Contractors Section of the Labor Relations Division, Ohio Building Chapter, Inc., Associated General Contractors of America and the Ohio & Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, which is dated June 1, 2004 hereby certify that they have read this agreement and agree to accept and be bound by all its terms and conditions as an additional party hereto.

FOR THE EMPLOYER:

(COMPANY NAME)

(STREET ADDRESS)

(CITY, STATE & ZIP CODE)

BY: S/ _____
(AUTHORIZED EMPLOYER REPRESENTATIVE)

(TELEPHONE)

(OHIO WORKERS COMP. RISK #)

(EMPLOYERS OHIO UNEMPLOYMENT#)

FOR THE UNION:

BY: S/ _____

(TITLE)

(DATE)