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Title: **Ohio Contractors Association (Highway-Heavy Construction Agreement) and Southwest Ohio District Council, South Central Ohio District Council, United Brotherhood of Carpenters & Joiners of America (UBC) (2001)**

K#: **8946**

Employer Name: **Ohio Contractors Association (Highway-Heavy Construction Agreement)**

Location: **OH**

Union: **Southwest Ohio District Council, South Central Ohio District Council, United Brotherhood of Carpenters & Joiners of America (UBC)**

Local:

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**HIGHWAY -  
HEAVY CONSTRUCTION  
AGREEMENT**

K 8946  
2,000 workers

39 pp -

**Between**

**THE LABOR RELATIONS DIVISION**

**of the**

**OHIO CONTRACTORS ASSOCIATION**



**and**

**THE SOUTHWEST OHIO  
DISTRICT COUNCIL**

**and**

**THE SOUTH CENTRAL OHIO  
DISTRICT COUNCIL**

**Chartered By  
THE UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS  
OF AMERICA, AFL-CIO**

**Effective  
May 1, 2001 to April 30, 2004**



## EMPLOYERS

The Labor Relations Division  
Ohio Contractors Association  
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(800) 229-1388  
Fax (614) 488-0728



Mark Potnick  
Director, Labor Relations

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**HIGHWAY -  
HEAVY CONSTRUCTION  
AGREEMENT**

**Between  
THE LABORER RELATIONS DIVISION**

**of the  
OHIO CONTRACTORS ASSOCIATION**

**and**

**THE SOUTHWEST OHIO  
DISTRICT COUNCIL OF CARPENTERS  
THE SOUTH CENTRAL OHIO DISTRICT  
COUNCIL OF CARPENTERS**

**Chartered By  
THE UNITED BROTHERHOOD  
OF CARPENTERS, AND JOINERS  
OF AMERICA, AFL-CIO**

**0.1** This agreement is entered into this 1st day of May, 2001, between the Labor Relations Division of the Ohio Contractors Association, hereinafter called "CONTRACTOR" and/or "EMPLOYER" and the Southwest Ohio District Council of Carpenters and the South Central Ohio District Council of Carpenters.

**PURPOSE**

**0.2** The purpose of this Agreement is to establish uniform hours, wages and other conditions of employment, and for the establishment of procedures for the peaceful settlement of differences and the maintaining of a cooperative relationship between the Contractor and the Union and so that the Contractor has a source from which he may secure sufficient capable employees, who may have as much continuous employment as possible.

**0.3** This Agreement shall cover the rates of pay, fringe benefits, hours of work, and other working conditions of all Carpenters working within the scope of this Agreement for the Contractor within the territorial jurisdiction of the aforementioned district Councils and/or Local Unions.

**0.4** For purpose of this Agreement, the work "Carpenter" shall mean to include all divisions and/or subdivisions of the trade claimed by the United Brotherhood of Carpenters and Joiners of America (AFL-CIO), including Millwrights on job locations within the geographic jurisdiction of established Millwright locals which shall be worked under the Millwright Agreement then existing in the District Council and/or Local Union where the work is to be performed.

## **ARTICLE 1**

### **RECOGNITION, LIABILITIES AND CONTRACT EXTENSION**

**1.1** Recognition: The Contractor hereby recognizes the Union as exclusive bargaining agent for all Carpenters who perform the work in the scope of this Agreement within the various Councils and Local Unions jurisdiction and the Union recognizes the Ohio Contractors Association, Labor Relations Division, as the bargaining agent for its members and any independent contractor who signs this Agreement and who employs Carpenters within the various Councils and Local Unions jurisdiction.

**1.2** Liabilities: It is agreed that the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, as an entity separate and apart from the District Councils and/or Local Unions of which it is comprised, shall not be liable hereunder for any reason whatsoever, including but not limited to, the acts of the District Councils and/or Local Unions which are members of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO. It is agreed and understood that no liability shall arise on the part of the Union by reason of any unauthorized act by a member of the Union.

**1.3** It is likewise understood that this Agreement is negotiated by the Ohio Contractors Association, Labor Relations Division, acting as agent for its members and all other Employers of Carpenters within the various Councils and Local Unions jurisdiction; and for any breach of this Agreement, the liability of a Contractor shall be several, not joint, and the liability of the Ohio Contractors Association, Labor Relations Division, shall be that only of negotiating agent acting without liability for the acts of its individual members or other Contractors members within the stated territory.

**1.4** Contract Extension: The Union may extend this Agreement to Contractors and/or Employers who are not members of the Labor Relations Division of the Ohio Contractors Association. The Union shall notify the Labor Relations Division of the Ohio Contractors Association, of any such Employers who are extended

the right to sign this Agreement. Such Employers will herein be referred to as the "CONTRACTOR" and/or "EMPLOYER."

**1.5** The Labor Relations Division, Ohio Contractors Association, agrees to furnish to the Union(s) a complete list of its subscribing members and/or Contractor Employers who have assigned bargaining rights to the said Employer Association and said Employer Association shall furnish any changes in such list to the Union on a periodic basis.

**1.6** This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation, or understanding which is not mentioned or referred to herein will be of an force or effect.

## **ARTICLE II GEOGRAPHICAL JURISDICTION**

**2.1** This Agreement shall encompass the geographical territory described in Charters issued to various District Councils and/or Local Unions by the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, in the State of Ohio and certain areas of Kentucky as follows:

Southwest Ohio District Council of Carpenters covers the counties of: Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Logan, Miami, Montgomery, Preble, Shelby and Warren; and Kentucky counties of: Boone, Campbell, Kenton and Pendleton. South Central District Ohio Council of Carpenters covers the counties of: Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton and Washington.

## **ARTICLE III WORK SCOPE**

**3.1** This Agreement will cover any construction work as performed within the definitions listed here below:

**3.2** "HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences and sound barriers, but shall not include construction of buildings.

**3.3** "AIRPORT CONSTRUCTION" work is defined as includ-



ing site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields, but shall not include the construction of buildings.

**3.4 "HEAVY CONSTRUCTION"** work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

**3.5 "RAILROAD CONSTRUCTION"** work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

**3.6 "SEWER WATERWORKS AND UTILITY CONSTRUCTION"** work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

**3.7 "INDUSTRIAL AND BUILDING SITE"** work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers or construction of the buildings.

**3.8 "POWER PLANT, AMUSEMENT PARK, ATHLETIC STADIUM SITE"** work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

**3.9** "POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" work shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

**3.10** Both parties recognize the existence of Maintenance Agreements. Such Agreements shall be made available by the District Councils and/or Local Unions upon request by the Employer for the performance of work described in said Maintenance Agreement.

**3.11** This Agreement and its terms and conditions do not apply to building construction work performed by a contractor. If a dispute arises concerning the application of this Agreement and whether the classification of building construction shall be applied to the work involved, then the dispute shall be referred for final and binding determination in accordance with the Grievance Procedure established in this Agreement.

## **ARTICLE IV WORK JURISDICTION**

**4.1** The terms of this Agreement shall bind the Contractor, the Union and the employee(s) to the obligation and the right to perform the work assigned to the United Brotherhood of Carpenters and Joiners of America in their charter with the AFL-CIO, Building Trades Department, and shall include but is not limited to the following:

**4.2** 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.

**4.3** 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; Piledrivers; Bridge; Dock and Wharf Carpenters; Divers; Underpinners; Timbermen and Core Drillers; Shipwrights; Boat Builders; Ship Carpenters; Joiners and Caulkers; Lathers; Cabinet Makers; Bench Hands; Stair Builders; Millmen, Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; 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; Car Builders; Tile, Marble and Terrazzo Helpers regardless of materials used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling, 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 subdivision; burning; welding; hand and power rigging; and the use of any instrument or tool for layout work incidental to the trade.

## **ARTICLE V JURISDICTIONAL DISPUTES**

**5.1** The Contractor shall make his work assignment in accordance with the practice in the Highway-Heavy Construction industry in the area of coverage of this agreement and in accordance with Green Book jurisdictional agreements and agreements between International Unions, and if the Union does not agree with the assignment as made by the contractor the Union shall notify the Contractor immediately:

- Step 1. A meeting shall be held on the job site between the Contractor and the Business Representative of the Unions involved and every attempt shall be made to resolve the disagreement. If no agreement is reached, then
- Step 2. A meeting shall be held between the International Unions involved; the Ohio Contractors Association, Labor Relations Division; and the Contractor; and every attempt will be made to resolve the dispute at this meeting. Said meeting shall at all times be held within the jurisdiction of the particular District Council and/or Local Union involved in the dispute. If no settlement is reached, then
- Step 3. If the Contractor and the Unions involved agree, the dispute may be given to the Impartial Board for Settlement of Jurisdictional Disputes or its successors, and their decision shall be final and binding.

**5.2** The Contractor and the Union further agree that there will be no stoppage of work during the period pending a jurisdictional decision as a result of a jurisdictional dispute.

**ARTICLE VI**  
**NO-LOCKOUT NO-STRIKE**  
**GRIEVANCE AND ARBITRATION**  
**PROCEDURES**

**6.1** The Company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union will not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike picketing or other concerted interference against the Employer either occurring at or around the Company's office or work locations during the term of this Agreement.

**6.2a.** Grievance and Arbitration Procedure: Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes, slowdowns, or stoppages of any work of any sort; and all grievances, complaints, or questions of interpretation of this Agreement which the parties involved are unable to adjust shall be disposed of in accordance with the procedures set forth herein.

**6.2b** "Any and all claims regarding equal employment opportunity provided for under this Agreement or under any federal, state or local fair employment practices law shall be exclusively addressed by an individual employee or the union under the grievance and binding arbitration provision of this agreement.

**6.3** The parties agree that all differences that arise during the life of this agreement between any contractor and the Union, or members thereof, are to be filed within (48) hours from the time of occurrence, excluding Saturday, Sunday and Holidays and are to be settled in accordance with the grievance and arbitration procedure now set forth in the processing of a grievance filed by a Company, the Association and/or the Union.

Step 1. The Local Business Representative shall meet with the Employer Representative and attempt to settle the matter. If no settlement can be reached, then within five (5) days after such meeting.

Step 2. The difference or grievance shall be reduced to writing and referred to a committee consisting of two (2) members, one to be named by the Labor Relations Division of the Ohio Contractors Association, and one to be named by the District Council or Local Union having jurisdiction in the areas where the disputes exist. Any Settlement reached in Step 2 will be final

and binding on both parties. If no settlement is reached at this step, then

- Step 3. A meeting will be held between the International Union Representative and a Representative of the Ohio Contractors Association, Labor Relations Division. Any settlement reached in Step 3 will be final and binding on both parties. If no settlement is reached at this step, then
- Step 4. 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 (1) week, the parties shall request a list of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, representatives of the parties shall meet for the purpose of selecting one of the persons named on the list. The expense of the arbitrator shall be borne equally by the individual Employer involved in the dispute and the Union.

**6.3b** All Settlements of grievance under the Labor agreement shall be signed by the employee or union grievance and the employer or its representative when a resolution has been reached after step 1.

## **ARTICLE VII PRE-JOB CONFERENCE AND WORKING CONDITIONS**

**7.1 Pre-Job Conference:** The Contractor must notify the Union of a Pre-job Conference that will be held at the job site or a mutually agreed place. At the pre-job conference the following items shall be discussed:

a) The Contractor will advise the Union Business Representative of the Contractor's requirements of necessary Employees in the classifications of work under this Agreement, and the Unions will advise the Contractor of the Ability of the Union to fulfill such requirements.

b) Proposed work schedules will be discussed.

c) Questions of work jurisdiction may be discussed.

d) The Contractor will notify the Union of any subcontractors on the project who will have Employees working within the jurisdiction of the Union.

**7.2** It is agreed that no agreement may be made at the pre-job conference which will in effect change, modify, or abrogate the Labor Agreement in effect between the two parties hereto.

**7.3 Working Conditions:** The Union agrees that a fair day's work shall be given for a fair day's pay and that there shall be no restriction imposed against the use of any type of machinery, tools, materials or labor-saving devices operated by Carpenters. It is the intent of both parties that Carpenters will be assigned work on the basis that will make each job as productive and efficient as possible.

**7.4** Members working on the jobs shall be classified as journeymen and apprentice Carpenters and in no case shall any of the work classified in this Agreement be done by anyone except members of this Brotherhood.

**7.5** The Contractor agrees that it shall be the work of the Carpenters to maintain proper alignment and/or adjustments during the pouring of concrete such as walls, decks, etc., and a sufficient number of Carpenters shall be on the job during the pouring, as determined by the Contractor.

**7.6** The Contractor agrees that the hazards of construction work be at least maintained at a minimum. As an additional safety measure, it is agreed that all hand signaling and rigging pertaining to Carpenters' work and materials incidental to moving and placing of materials used by the Carpenters, by power or manual operated equipment, shall be done by Carpenters.

**7.7** The loading and unloading and handling of all finishing and finished materials such as trim, windows, doors, doorjambs, bars, cabinets, casework, furniture, walk-in coolers and refrigeration cases, etc., whether of wood or metal, or other materials will be handled by carpenters at the job site.

**7.8** The loading, unloading, handling and setting of precast box beams and precast deck panels on highway bridges will be the work of the Carpenters.

**7.9** Carpenters shall also handle all other material which is being erected or which is to be erected by them after it reaches the job site and is unloaded and placed at employer designated stockpiles on each level or at each area where material is to be used.

**7.10** All power tools shall be furnished by the contractor. No Carpenters shall furnish benches, clamps or hand screws nor shall they furnish grinding stone power tools, or other equipment not considered journeyman's tools of trade.

**7.11** No Carpenter shall file saws or sharpen tools on his

own time except when he is going to work for a different Employer when it shall be his duty to have his tools in good condition. Saws are to be filed on the job if a competent Carpenter is available. Files used on the job are to be furnished by the Contractor. Only Carpenters shall work on the saw table.

**7.12** No Carpenter shall be required to use his auto, truck or other vehicle to transport Company tools, equipment or materials under any condition.

**7.13** There will not be any organized coffee breaks, rest periods, or other nonworking time established during working hours; provided, however, that employees will be permitted to have personal thermos bottles of coffee or other non-alcoholic beverage which may be consumed during working hours at their designated work station in a man-ner that does not interfere with their work.

## **ARTICLE VIII EMPLOYMENT**

**8.1** The Contractor agrees to hire Carpenters and Apprentices of the District Council or Local Union in which the work is to be performed and which are signatory to this Agreement before hiring Carpenters and Apprentices from other areas, except as otherwise provided herein.

**8.2** The Union shall not transfer a Union Employee from one contractor to another without the consent of the Contractor and the Union Employee involved. The Contractor has the right to transfer Union members to any project within the jurisdiction of each District Council or individual Local Union signatory to this Agreement.

**8.3** When a Contractor needs Carpenters for his work force he shall request the Council and/or Local Union having jurisdiction for the area of the job for such personnel as needed. The Council and/or Local Union will send the additional men requested and the Contractor will have the right to accept or reject such referred applicant. If the applicant is rejected, he shall receive three (3) hours' wages, unless the applicant is unable to perform the work specified. *The Contractor has the right to request Employees by name, provided the request is made in writing, and the Union will furnish the Employee requested provided such Employee has registered with the Union.* If the Council and/or Local Union does not furnish qualified applicants to the Contractor within forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, the Contractor may employ Carpenters from any source, and will advise the Council and/or Local Union of the name and date of hire of any such Employees.

**8.4 Non-Discrimination:** It is a condition of this agreement to provide equal opportunity in Employment for all qualified persons, and to prohibit discrimination in employment because of race, creed, color, sex, age or national origin. There shall be full compliance with all applicable Federal and State Statutes, regulations, rules and orders of appropriate Federal or State agencies having jurisdiction over the subject matter of discrimination in employment.

**8.5** The parties recognize the problem that drugs and alcohol abuse have created in the construction industry and agree to continue negotiations on implementing drug and alcohol abuse prevention programs that will work toward maintaining a safe workplace, free of drugs and alcohol.

## **ARTICLE IX UNION RECOGNITION AND SECURITY**

**9.1** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees who are members of the Union on the effective date of this Agreement shall as a condition of continued employment continue their membership in the union for the duration of this Agreement to the extent of paying the initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union. All Employees who are not members of the Union and all persons who hereafter become Employees shall as a condition of continued employment become members of the Union on the eighth (8th) day following their original date of employment, whichever is later, and shall remain a member of the Union to the extent of paying the initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

**9.2** The Union will notify the Contractor in writing of any default on the part of an Employee to pay said initiation fees and/or membership dues of the Union and if said Employee does not pay said initiation fees and/or membership dues within three (3) days of such written notification, the Contractor shall discharge the Employee. Further, all Employees who fail to maintain their Union membership, as provided above, shall be discharged by the Contractor upon three (3) days' written notification by the Union.

**9.3** The Contractor shall maintain satisfactory arrangements at all times to allow the Business Representative, without interfering with the progress of the work, to visit the job site or project, so that the Business Representative may consult with the Foreman, Superintendent, or Steward. It shall be the privilege of the Steward or the Union Business representative, when there is some doubt



as to the amount of wages, to see the Contractor's pay record or Employee(s)' check stubs to verify that every Employee is receiving wages according to this Agreement.

9.4 The Union Business representative at his discretion may place a Steward on each job. The Union may appoint a temporary Steward from the Employees on the job, in case of the absence of a Steward.

9.5 When a Steward is appointed or replaced on the job, the Union Business Representative will give a written notice to the job superintendent, and a copy of the same will be signed by the Company job site representative and returned to the Union.

9.6 It is understood that Carpenter work on a job will not be delayed or halted because there is no legally appointed Steward.

9.7 The Steward shall have sufficient time to perform his duties during work hours, but will not interfere with the progress of the work. The Contractor shall not discriminate against a Steward for his performance of his legal duties as a Steward. If a dispute arises on the job, which cannot be satisfactorily handled by the Steward, the Steward shall notify the Union Business Representative who shall be responsible for the handling of any grievance or problem with the Contractor.

9.8 The Steward will be on the job site whenever Carpenters work is being performed. The Steward shall not be laid off unless all Carpenters, excluding the Foreman, are laid off. The Steward shall be the first man to be recalled to work after the Foreman. It is understood the Steward must be able to perform any available work.

9.9 If a Carpenter is injured on the job, the Steward shall see that the Carpenter's tools, clothing and car are made safe and/or 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 man injured on the job during working hours shall be paid for the time it takes to go to the doctor. If his injuries are such that he cannot report back to the job, he shall receive his full day's pay.

9.10 When a Steward is required by the Contractor to attend a safety meeting, the Steward shall not suffer loss of pay while attending such meeting.

9.11 No Employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a local union thereof, or the International Brotherhood of Teamsters, Chauffeurs,

Warehousemen and Helpers of America, or a local thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket lines shall be recognized.

## ARTICLE X HOURS, WORK DAYS SHIFT WORK AND HOLIDAYS

**10.1** Eight (8) hours between 7:00 a.m. and 5:00 p.m. with one-half hour for lunch, shall constitute a regular day's work. Five (5) days, Monday through Friday inclusive, shall be the regular work week. Employees working during the regular lunch time shall be paid at the appropriate over-time rate.

**10.2** The Local Union or District Council in the area where the work is to be performed must be notified prior to any work on Saturday, Sunday or on a Holiday, or before 7:00 a.m. and after 5:00 p.m. on any other day, when it is to be performed on a regular basis.

By mutual agreement at a pre-job conference, a work-week of four ten-hour days may be worked at straight time. Friday may be worked as an optional make-up day for reasons of inclement weather, material shortages, or a holiday, in order to achieve a forty-hour week. An employee scheduled to work on Friday shall not be scheduled for less than eight hours.

**10.3** Employees performing work on Saturday shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate. All work performed before 7:00 a.m. and after 5:00 p.m., Monday through Friday, inclusive, and all work in excess of eight (8) hours daily shall be paid at the rate of one and one-half times the regular rate, unless a shift basis is established as described herein. Double time will be paid for work performed on Sundays and Holidays.

**10.4** No Employee shall be transferred from one job to another to work overtime, for the same Employer, if he replaces another Employee on that job.

**10.5** The Employer, where necessary, may organize his operation on a "shift" basis, with prior written notification to the District Council or Local Union Business Representative.

**10.6** In shift operations, the following schedule of wages shall apply:

Shift	On Job	Employee Paid For
1st	8 hours	8 hours
2nd	$7\frac{1}{2}$ hours	8 hours
3rd	7 hours	8 hours

Overtime rates shall be paid for all hours worked in excess of the normal shift provisions contained herein.

**10.7** When shift work is being performed, the work week shall start with the first shift on Monday and end at the quitting time on Saturday.

**10.8** Any shift work performed after the established quitting time on Saturday will be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate. Shift work performed on Sundays and Holidays; or days observed as such, shall be paid at the rate of two (2) times the regular rate. Work performed during the specified lunch time shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate, and the affected employee(s) allowed time to eat within one hour thereafter.

**10.8A** No Employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period.

**10.9** When for reasons beyond the control of the Contractor, it is impossible to work a crew in the daytime, the Employer may work his Employees on the second shift schedule and pay the second shift wage rates, provided, however, that he first notifies the Local Business Representative in the area where the work is to be performed. Any work starting after 9:00 p.m. shall be paid the third shift rate.

**10.10** More Favorable conditions: If the Union shall furnish Employees to any Contractor within the area of jurisdiction of this Agreement for construction work, as defined herein, upon any more favorable terms or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Contractor.

**10.11** The following days are Holidays and are to be observed as such: New Year's Day, Memorial Day (last Monday in May), July 4, Labor Day, Thanksgiving Day and Christmas Day. Any such Holiday falling on Sunday shall be observed on the following Monday. No work shall be performed on Labor Day except to save lives or property.

## **ARTICLE XI REPORTING PAY, PAYDAY, LAYOFF AND WAGE RATES**

**11.1** Reporting Pay: If an Employee reports for work on any work day and is not put to work on that day, he shall be paid one (1) hour's pay for reporting to work unless he has been previ-

ously notified not to report to work. In order to be paid the reporting pay, the employee must report to work at the starting time of the shift and be available for work and remain on the job site up to one (1) hour, unless released by the Contractor.

**11.2** Employees who commence work shall be guaranteed one (1) hour pay and after the first hour shall be paid for actual time worked.

**11.3** An Employee being paid under these circumstances may be required by the Contractor to remain on the job for the length of time for which he is paid.

**11.4** It shall be the responsibility of the Employee to furnish to the Contractor the telephone number at which the Employee may be called regarding reporting to work.

**11.5** Payday: Employees shall be paid once a week on the pay day established by the Contractor with not more than one week's pay held back, except, if an Employee, during his first week of employment, work Monday, Tuesday or Wednesday, he shall be paid for his time worked on Monday, Tuesday and Wednesday on Friday of the first week of his employment. Pay checks and the following information will be given to the Employee:

- 1) Total regular hours worked.
- 2) Total overtime hours (premium hours) worked.
- 3) Total of all hours worked and payroll ending.
- 4) Gross Pay.
- 5) Name and Address of Contractor.

**11.6** If the Employee is not scheduled to work on pay day, the Contractor shall mail the check to the Employee's home not later than 5:00 p.m. on pay day, unless the Employee requests the Contractor to hold his check to allow the Employee to get his check at the project office or the Contractor's office. Employees reporting to the project office to pick up a pay check will not be eligible for reporting pay. Employees having to wait beyond quitting time for their pay checks shall be paid time and one-half ( $1\frac{1}{2}$ ) for waiting without requirement of work unless the delay is beyond the control of the Contractor.

**11.7** Layoff: Employees being terminated from employment shall be given on (1) hour's notice by the Contractor and shall be paid in full for all time due through date of layoff.

**11.8** Employees quitting on their own accord shall be paid on the regular established pay day.

**11.9** Separation forms, when furnished by the Union, will be filled out by the Contractor.

**11.10** Wage Rates: Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

**11.11** The term(s) "hourly rate," "pay" or "wages" used in this Agreement shall mean the actual rate(s) of hourly base wages to be paid and all employer-contractor contributions for employee(s) fringe benefit programs inclusive.

**11.12** Jobs bid in Kentucky will be paid at the posted rate for the length of the job as advertised by the Kentucky Transportation Cabinet for Locality IV. The Ohio Contractors Association and Union will jointly strive to assure that the posted rate is the same as the construction rate.

## **ARTICLE XII PILEDRIVERS**

**12.1** Piledriving is a branch of the trade coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America and shall include all job site work in connection with the following:

- A. The unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading of all equipment that is used exclusively for piledriving including pile butts.
- B. The unloading, welding, cutting of all piling and caissons, installation, repairing, bracing, tying, extracting and reloading of any type of piling or materials used in connection therewith.
- C. The handling of all materials and hand operated equipment that is required in connection with the installation of piling.
- D. The underwater work that may be required in connection with the installation of piling. The diver and his tender shall work as a team and shall arrive at their own financial agreement with the Contractor if they furnish their necessary underwater gear. When the Contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one-half ( $1\frac{1}{2}$ ) times the journeyman rate for the time spent in the water. A diver spending time in the water shall receive a minimum of four (4) hours' pay at the above rate: If a diver spends more than four (4) hours in the water, he shall receive a minimum of eight (8) hours' pay at the above rate.
- E. For the purpose of this Agreement, Piledrivers' work shall include, but not be limited to, the following: Any configuration of wood, steel, concrete, or composite that is jetted,

driven or vibrated into the ground by conventional piledriving equipment for the purpose of supporting a future load that may be of a permanent or temporary nature, or any configuration or combination of steel, concrete, or composite that may be installed into the ground by auger drilling for the purpose of supporting a foundation structure or for a tie-back system and has been historically performed by Piledrivers in accordance with this Agreement.

The operating and activating the controls of all pile driving equipment used for the driving or piling and caissons whether being air, steam, hydraulic or electric will be the work of the Pile Driver.

The controls being either rope, valve or remote will be the work of the Pile Driver, as long as the control is not attached to the crane. If it is attached to the crane it will be the work of the Operating Engineers.

**12.2** Piledriving crews will be manned at the discretion of management subject to maintenance of safety and craft jurisdiction.

## **ARTICLE XIII MANAGEMENT RIGHTS**

**13.1** The operation of the job and the direction of the working forces, including the right to hire and suspend and discharge, and the right to release Employees from duty because of unsatisfactory performance of work, lack of work, or for other legitimate reasons is vested in the Contractor; provided that this responsibility will not be used for purposes of discrimination against any Employees, as provided in this Agreement.

**13.2** The Contractor shall be the judge as to the satisfactory performance of work by an Employee, and may discharge any Employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for health, safety and protection of his Employees. However, no Employee shall be discharged for defending the rights of any Employee under the terms of this Agreement. Any discrimination discharge may be subject to the grievance procedure set forth herein.

### **13.3 DRUG AND ALCOHOL ABUSE PROGRAMS**

The parties recognize the problem that drug and alcohol abuse have created in the construction industry and agree to continue negotiations on implementing drug and alcohol abuse prevention programs that will work toward maintaining a safe workplace, free of drugs and alcohol.

**Drug Testing:** The employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new employee may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employees involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The employer and Union therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to massive drug screening or random drug screening. Any employee who is involved in an on-the-job accident resulting in injury to a person or property, or whose observed behavior raises a reasonable suspicion or probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive findings. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employees, the employer. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purpose of drug and alcohol rehabilitation. If the employee is eligible, such rehabilitation programs are covered under the Ohio Carpenters Health and Welfare Fund.

The employee shall be removed from the employer's job site. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer.

If the employee was reinstated he/she shall for the next succeeding twelve (12) month period, present to the Union and the Company Representative monthly certification of negative drug/alcohol test results, failure to do so will result in denying the employee the right to maintain his/her availability to be sent to a job site or if working, to be removed from work.

## **ARTICLE XIV FOREMEN AND GENERAL FOREMEN**

**14.1** Foremen and General Foremen: The Contractor shall be permitted Foremen of their choice.

**14.2** All Foremen and/or General Foremen shall be members of the United Brotherhood of Carpenters and Joiners of America.

**14.3** On all jobs where three (3) or more journeymen are employed, one shall be the Foreman. The Foreman shall give all directions and orders to Carpenters as directed by the Contractor or his representative.

**14.4** The General Foreman and his duties will be determined by the Employer, but it is understood that he will not work with his tools.

## **ARTICLE XV EMPLOYER REQUIREMENTS**

**15.1** The Employer agrees that at all times he will comply with all State and Federal Laws and Statutes pertaining to the Workers' Compensation Laws of Ohio, West Virginia, and Kentucky, State and Federal and Social Security withholdings. The Employer further agrees to provide Workers' Compensation for all Employees covered by this Agreement, regardless of the number of Employees employed by the particular Contractor. The Employer shall furnish to the Union his employment Identification Number, Unemployment Insurance Number and Workers' Compensation Risk Number.



**15.2 Safety Clause:** It shall be a condition of this Agreement that all Employees and Contractors shall comply with the safety provisions set down by OSHA, the Construction Safety Act of 1969 and the Safety Codes of Ohio, Kentucky and West Virginia, including revisions. It shall be a condition of employment that all *Employees use and wear the safety equipment provided by the Contractor and practice the safety procedures specified by the Contractor and the State Safety Code and Federal Safety Laws.* Refusal to comply will subject employees to immediate dismissal.

**15.2b** In accordance with applicable OSHA safety & health standards requiring safety training and education, the union shall *make available to each union member the 16 hour STP "Safety Training Program" certified by the U.S. department of labor in its training and upgrading program.* All existing members should be trained by June 1, 1999. The contractors shall by company policy encourage or require the employee to obtain all training available.

**15.3 Tools:** The Contractor shall furnish a suitable room for *Carpenters and Apprentices on the job which shall be provided with a lock, for the Carpenters to keep tools and clothing in, and a Steward shall be furnished with a key.* This room shall be furnished when necessary and shall be lighted and heated from October until May. The Contractor agrees to provide all equipment (goggles, helmets, welding gloves) incidental to the performance of welding and/or torch work covered by this Agreement. Such equipment shall remain the property of the Contractor and remain on the job.

**15.4** The Contractor shall be responsible for the loss of the *Employee(s) tools and/or clothing by fire, theft, flood, windstorm,* or by forcible entry on a job at any time, if claim is supported by a notarized statement of loss. The union will provide a tool list to employees to be given to and approved by employer at time of hire. If security problems are such, after discussion with the Union Business Representative, the Contractor may request Employees to remove their tools at the end of each work day; in which case the Contractor will not be responsible for the Employees' tools.

**15.5 Inclement Weather Protection:** Contractors shall furnish hard hats and initial winter liners without cost. Contractors shall also furnish, as needed, rain coats and knee hipboots that meet sanitary conditions, and other safety equipment to be furnished by the Contractor by law. It is understood that articles furnished will remain the property of the Contractor and Employees shall return or replace all articles furnished before the last paycheck is issued.

**15.6 Drinking Water:** The Contractor shall furnish clean cold water in sanitary containers with sanitary drinking cups available

at all times, and ice shall be provided between May 1 and October 1. Sanitary toilets shall be provided on all jobs.

**15.7** Parking: The Contractor shall provide proper parking whenever possible.

**15.8** Bond: All Contractors who employ Union members within the jurisdiction of a District council or Local Union shall be required to furnish to such Union a "Surety Bond" in the amount of Twenty-five Thousand Dollars (\$25,000) which shall guarantee payment of Employer Health & welfare and Pension contributions; Vacation payments; Apprentice Fund contributions and/or other financial obligations of the Employer in the amounts applicable in the jurisdiction in which the work is performed, except as provided in Section 15.10.

**15.9** The Employer may, at his option, either post a Certified or Cashier's check in the amount stated or cause to be delivered to the Union(s) a "Surety Bond" underwritten by a responsible Surety Company on a bond form furnished by the Union(s).

**15.10** OCA-LRD members will not be required to post bond unless said OCA-LRD member has a history of delinquency in Fringe payments. An OCA-LRD Contractor may be declared a delinquent Contractor by action of a Board of Trustees of a Fringe Benefit program and required to post bond. The OCA will assist the Fund Trustees, District Councils and/or Local Unions in the collection of delinquent Fringe Benefit contributions and/or withheld Vacation deductions upon request by a Board of Trustees, District Council(s) or Local Union(s).

**15.11** Notwithstanding any provisions of this Agreement, any Employer who is delinquent in his fringe benefit contributions and who does not make payment of the full amounts due within five (5) days following written notification shall provide the Union the right to direct its members to withhold all labor until the contributions owed are paid in full.

**15.12** Subcontracting: The Contractor agrees where any portion or portions of his contract for construction, alteration or repair work covered by this Agreement is sublet or assigned to a subcontractor that such subcontractor shall be required by the Contractor to conform with all terms and conditions contained in this Agreement.

**15.13** In the event that certified welders are not available to the Contractor, the Contractor agrees to pay all expenses for certification tests taken by Carpenters selected by the Contractor. Should the test(s) be successful, the certified welder will remain

with the Contractor for the duration of the job, and such Contractor will retain possession of the certificate issued by the certifying authority while the welder is employed by the Contractor.

Welders providing their own weld certification will receive an additional fifty cents (\$.50) per hour added to their base wage rate.

## **ARTICLE XVI APPRENTICES**

**16.1** The parties hereto recognize the necessity of an adequate apprenticeship program in order to maintain a sufficient number of skilled mechanics in the industry. To that end they shall encourage and undertake the employment and proper training of as many apprentices as is reasonable and practical.

**16.2** The apprenticeship training standards and related matters shall be governed by Joint Apprenticeship Committees of equal representation of both Contractor and Union members. Such committees shall have the authority to act on all matters pertaining to apprentices and shall develop apprenticeship standards in cooperation with the Apprenticeship Training Service of the United States Department of Labor and other State and Federal Agencies. Said standards shall be registered with the State Apprenticeship Council of proper government offices.

**16.3** An Employer shall have the right to employ one apprentice for each two carpenters in its employment working as journeymen. When an employer has four carpenters working in its employment as journeymen, the fifth carpenter hired shall be an apprentice, if available. After each five additional carpenters working in its employment as journeymen, the next carpenter hired shall be an apprentice, if available.

**16.4** The Employer supports the establishment of the United Brotherhood of Carpenters and Joiners of America National Health & Safety and the United Brotherhood of Carpenters and Joiners of America National Apprenticeship and Training Funds of North America, for the purpose of providing national focus to issues relative to Health, Safety and Apprenticeship. The funding for these programs will be provided through the existing negotiated wages, fringes, and/or contributions.

**16.5** An apprentice shall be advanced through the eight steps in the wage scale in the collective bargaining agreement, steps one through eight, based upon completion of required classes, work experience, and time in the apprenticeship program, in accord with the minimum standards adopted and approved by the Trustees of the JATC.

## **ARTICLE XVI FRINGE BENEFITS**

**17.1 Health and Welfare Plan:** The Contractor shall make contributions to the Health & Welfare fringe program as required under the schedule of Wages for the area covered as listed under Exhibit "A." The Contractor shall be bound by the Trust Agreement established for the appropriate Fund. It is agreed that the provisions of the Trust fund as established by the Trustees, including rules of eligibility and all other terms and conditions, shall become a part of this Agreement as though fully written herein.

**17.2** For the purpose of this provision, the rate of contribution to the Health & Welfare Fund and or the Pension Plan shall be established by this Agreement under Exhibit "A" and may only be changed upon a written notice from the Trustees to the parties to this Agreement at least forty-five (45) days in advance of any wage adjustment due under terms of this Agreement. Payments by the Contractor shall be made for all hours paid, including Reporting pay and/or Show Up Pay. The contractor shall make the payments required in a manner prescribed by the Trustees of said Welfare Fund on a form provided by the appropriate Union or Fund office.

**17.3** The Contractor agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligation imposed by this Article.

**17.4** The Contractor shall make payments to the appropriate Fringe Benefit Fund within fifteen (15) days from the end of the month during which the employment occurred. Any penalty for late payment shall be established by the Trustees of the affected Fund.

**17.5** The Contractor, upon request to the Trustees, shall be given a copy of the Trust Agreement established for the Fund.

**17.6 Pension Plan:** The same rules as provided for Health & Welfare shall apply to Pension Fund payments required under terms of Exhibit "A" in this Agreement.

**17.7 Apprenticeship:** Apprenticeship Fund payments shall be made as provided under Exhibit "A" and the same provisions and regulations shall apply to the Apprenticeship payments as those applied to the Health and Welfare and Pension Fund payments.

**17.8 Vacation:** Deductions will be made from the base rate as shown in Exhibit "A" after deductions of taxes.

**17.9 Rate of Fringe Payments:** Fringe payments and Ap-

prenticeship Fund payments are to be paid at the straight time rate for overtime hours worked.

## **ARTICLE XVIII DUES CHECKOFF**

**18.1** *During the life of this Agreement, the Contractor will deduct from the pay of each Employee for whom the Union advises there is on file an unrevoked authorization for working dues and in the amount(s) stated thereon for each hour worked. Copies of Authorization Cards shall be furnished to the Contractor upon request. These working dues are payable to the Union by each Employee member of the Union. These deductions shall be made from each paycheck for all hours paid. The total amount so deducted during each calendar month shall be transmitted by each Contractor to a duly authorized point of collection periodically as ordered by the Union, but in no case shall said payments be due more often or earlier in the month than those Health and Welfare, Pension and Apprenticeship payments described in this Agreement.*

**18.2** The Union shall indemnify and save harmless each Contractor against any claims made on account of action taken by such Contractor in reliance upon information or forms furnished by the Union hereunder.

## **ARTICLE XIX CONTRACTORS CONSTRUCTION FUND**

**19.1** *Each contractor bound by this Agreement or otherwise subject to its terms shall pay the Contractors Construction Association Fund fourteen cents (\$.14) per hour for each hour worked by Employees of the contractor who are within the Bargaining Unit herein. Such payments by check shall be made payable to the Contractors construction Association Fund and transmitted with the other fringe payments in accordance with instructions provided on reporting forms furnished to the Contractor.*

**19.2** Each Contractor bound by this Agreement or otherwise subject to its terms shall pay the Industry Promotion Fund five cents (%.05) per hour for each hour worked by Employees of the contractor who are within the Bargaining Unit herein. Such payments by check shall be made payable to the Industry Promotion Fund and transmitted with the other fringe payments in accordance with instructions provided on reporting forms furnished to the Contractor.

**19.3** Administrative Fee - Each employer bound by this agreement who is not an OCA member shall pay an administration

fee of five cents (\$0.05) per hour worked by employees of the employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

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

## **ARTICLE XX SAVINGS AND SEPARABILITY**

**20.1** It is mutually agreed that if any clauses, terms or provisions of this Agreement are or are hereafter found to be illegal or in contravention of any Court ruling, National Labor Relations Board ruling or ruling of any other Board or Agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative and of no effect, without disturbing the other clauses, terms and provisions of this Agreement, and the remaining parts of this Agreement shall remain in full force and effect.

**20.2** In the event any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or any other Board or Agency having jurisdiction in the matter, said clause, term or provision shall be renegotiated to the mutual satisfaction of the parties; but, during such renegotiation there shall be no interruptions of work by lockouts, strikes or other labor troubles.

**20.3** In the event wages controls are imposed during the life of this Agreement which affect the implementation of any wage and/or benefit increases established by this Agreement, such affected wage and/or benefit increases shall then be held in abeyance until said controls have been removed.

## **ARTICLE XXI BUILDING CONSTRUCTION AGREEMENTS**

**21.1** OCA-LRD members and individual Contractors party to this Agreement shall also be bound to the terms of the Local Building Construction Agreements, in each separate Local Union and District Council signatory hereto.

**ARTICLE XXII  
UNION RIGHTS OF  
CONTRACT ENFORCEMENT**

**22.1** The Contractor-Employer recognizes the rights of the Union(s) 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 to comply with requests from the Union(s) relative to such enforcement.

**ARTICLE XXIII  
DURATION AND TERMINATION  
OF AGREEMENT**

**23.1** The provisions of this Agreement shall become effective on the 1st day of May, 2001, continue in force and effect through April 30, 2004, and thereafter from year to year until terminated at the option of either party by giving written notice to the other party at least sixty (60) days prior to April 30, 2004, or yearly extension thereafter.

**23.2** There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the other party to be held within 15 days of notification to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of May, 2001.

The Southwest Ohio District  
Council of Carpenters  
David Chaney

The South Central District  
Council of Carpenters  
Frank Casto

**THE LABOR RELATIONS DIVISION OF THE  
OHIO CONTRACTORS ASSOCIATION**

Mark Sterling, Beaver Excavating Co.  
Chairman, Labor Executive Committee

John Neighbors, Kokosing Construction Co., Inc.  
Chairman, Negotiating Committee

Mark Potnick  
OCA Director of Labor Relations

Mike Koebel, Kokosing Construction Co., Inc.  
Jeff Freson, Baker Concrete Construction

Negotiating Committee



**EXHIBIT A - WAGES & FRINGES 2001-2004**  
 Southwest Ohio District Council of Carpenters

- Zone 1 - Logan, Champaign and Clark Counties
- Zone 2 - Darke, Green, Miami, Montgomery, Preble, and Shelby Counties
- Zone 3 - Brown, Butler, Clermont, Clinton, Hamilton & Warren Counties
- Zone 4 - Kentucky counties of: Boone, Campbell, Kenton and Pendleton

**EFFECTIVE DATE OF RATES AND FRINGES**

WAGE GROUP 1 Journeymen, Carpenter & Piledriver	5/1/01	5/1/02	5/1/03	Dues Ded.
Zone 1 - Rate of Pay .....	\$22.92	\$23.67	\$24.67	4%
Zone 2 - Rate of Pay .....	22.92	23.67	24.67	4%
Zone 3 - Rate of Pay .....	22.92	23.67	24.67	4%
Zone 4 - Rate of Pay .....	22.92	23.67	24.67	4%
All rates have fringe benefits, dues and fees in addition to rates as follows:				
Health & Welfare .....	\$2.35	\$2.35	\$2.35	
Pension .....	2.40	\$2.40	2.40	
Apprentice .....	0.22	0.28	0.28	
Annuity .....	0.25	0.50	0.50	
National Health/Safety .....	0.06	0.06	0.06	
O.C.I.A. ....	0.05	0.05	0.05	
Contractor Dues .....	0.14	0.14	0.14	
Administrative Fee .....	0.05	0.05	0.05	

FOREMAN: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE  
GENERAL FOREMAN: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE  
Southwest Ohio District Council of Carpenters Apprentice Schedule  
(as per Article XVI, Paragraph 16.5)

1st 6 months ± - 60% of Journeyman Rate  
Rate  
2nd 6 months ± - 65% of Journeyman Rate  
Rate  
3rd 6 months ± - 70% of Journeyman Rate  
Rate  
4th 6 months ± - 75% of Journeyman Rate  
Rate

5th 6 months ± - 80% of Journeyman  
Rate  
6th 6 months ± - 85% of Journeyman  
Rate  
7th 6 months ± - 90% of Journeyman  
Rate  
8th 6 months ± - 95% of Journeyman  
Rate

## EXHIBIT A - WAGES & FRINGES 2001-2004

South Central Ohio District Council of Carpenters

Zone 5 - Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton and Washington

### EFFECTIVE DATE OF RATES AND FRINGES

WAGE GROUP 1 Journeymen, Carpenter & Piledriver	5/1/01	5/1/02	5/1/03	Dues Ded.
Zone 5 - Rate of Pay .....	\$20.68	\$21.68	\$22.68	4% +0.25
All rates have fringe benefits, dues and fees in addition to rates as follows:				
Health & Welfare .....	\$3.30	\$3.30	\$3.30	
Pension .....	2.80	\$2.80	2.80	
Apprentice. ....	.021	0.21	0.21	
Annuity .....	1.08	1.08	1.08	
National Health/Safety .....	0.06	0.06	0.06	
O.C.I.A. ....	0.05	0.05	0.05	
Contractor Dues .....	0.14	0.14	0.14	
Administrative Fee .....	0.05	0.05	0.05	

FOREMAN: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE  
GENERAL FOREMAN: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE  
South Central Ohio District Council of Carpenters Apprentices Schedule  
(as per Article XVI, Paragraph 16.5)

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

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Southwest Ohio District Council of Carpenters and the South Central Ohio District Council of Carpenters, of the United Brotherhood of Carpenters and Joiners of America (AFL-CIO), including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these Parties and agrees to make contributions as required, and authorizes said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

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Name of Company

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Street

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City

State

Zip Code

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Company Phone Number

Ohio Workers' Compensation No.

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Authorized Representative and Title

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Date

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Name of Union

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Street

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City

State

Zip Code

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By

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Witness

Mail To:  
Ohio Contractors Association  
1313 Dublin Road, Columbus, Ohio 43215

## ACCEPTANCE OF AGREEMENT

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Name of Company

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Street

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City

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Zip Code

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Company Phone Number

Ohio Workers' Compensation No.

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Authorized Representative and Title

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Date

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Name of Union

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Street

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City

State

Zip Code

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By

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Witness

Contractor's Copy

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Southwest Ohio District Council of Carpenters and the South Central Ohio District Council of Carpenters, of the United Brotherhood of Carpenters and Joiners of America (AFL-CIO), including all of the provisions therein and any amendments made thereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these Parties and agrees to make contributions as required, and authorizes said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

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Name of Company

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Street

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City

State

Zip Code

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Company Phone Number

Ohio Workers' Compensation No.

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Authorized Representative and Title

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Date

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Name of Union

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Street

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City

State

Zip Code

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By

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Witness

Union Copy

**OHIO AND VICINITY REGIONAL  
COUNCIL OF CARPENTERS**

James Doyle

*Executive Secretary-Treasurer*

Central Office

3615 Chester Avenue

Cleveland, Ohio 44114-4694

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*Executive Regional Director*

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