



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Central Ohio Division, Associated General Contractors of Ohio, Associated General Contractors of America, Inc. and South Central Ohio District Council of the United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO (2001)**

K#: **8617**

Employer Name: **Central Ohio Division, Associated General Contractors of Ohio, Associated General Contractors of America, Inc.**

Location: **OH Columbus**

Union: **South Central Ohio District Council of the United Brotherhood of Carpenters & Joiners of America (UBC), AFL-CIO**

Local:

SIC: **1751**

NAICS: **2362**

Sector: **P**

Number of Workers: **1800**

Effective Date: **06/01/01**

Expiration Date: **05/31/06**

Number of Pages: **28**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K 8617
1,800 workers

AGREEMENT

BETWEEN

27 pp

**CENTRAL OHIO DIVISION
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

AND

**SOUTH CENTRAL OHIO
DISTRICT COUNCIL
OF
THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
(AFL-CIO)**

JUNE 1, 2001 — MAY 31, 2006

TABLE OF CONTENTS

NO.	ARTICLE	PAGE
	AGREEMENT	1
I.	GEOGRAPHICAL JURISDICTIONAL AREA	1
II.	JURISDICTIONAL WORK AWARDS	2
III.	RECOGNITION AND SECURITY	3
IV.	WAGES	5
V.	HOURS AND WORK DAYS	7
VI.	WORKING RULES	9
VII.	STEWARDS	13
VIII.	BUSINESS REPRESENTATIVES RIGHTS	15
IX.	WORKING FORCE	15
X.	SAFETY CLAUSE	16
XI.	IDENTIFICATION	17
XII.	FRINGE BENEFITS	17
XIII.	INDUSTRY FUND	19
XIV.	LEGAL DEFENSE FUND - DUES CHECK-OFF	20
XV.	REPORTING	21
XVI.	ARBITRATION	22
XVII.	SURETY BOND	24
XVIII.	BLANKET DISCLAIMER	24

AGREEMENT

The CENTRAL OHIO DIVISION, AGC OF OHIO, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., referred to hereinafter as the "Association", and the **SOUTH CENTRAL OHIO DISTRICT COUNCIL OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, (AFL-CIO),** referred to hereinafter as the "Union".

All Articles of this Agreement will be effective on the first day of June, 2001. The conditions and wages listed herein shall continue in effect until May 31, 2006, and continue in force from year to year thereafter unless either party, at least sixty (60) days prior to any anniversary date, notifies the other party in writing of its desire to modify or terminate this agreement as to wages or working conditions or both.

It is mutually agreed that this Agreement may extend to other Employers, not members of the Contractors Association, upon signing a copy of the Agreement.

The Union agrees that should it permit or enter into a Contract Agreement, understanding or condition with an Employer or group of Employers on job site construction work within the geographic area covered by this Agreement, which contract, Agreement or understanding is more favorable to that Employer or group of Employers than the terms set forth, such more favorable terms shall immediately be incorporated into this Agreement and applied to Contractors doing that type of similar work as the Employer or group of Employers to whom the more favorable terms have been granted.

It is mutually agreed that should local, state or federal legislation passed, after the effective date of this - agreement, impact this Agreement, then the negotiating teams shall immediately meet to resolve the problems created. If no resolution is reached within a thirty (30) day period, then each Employer signatory shall have the right to withdraw from the Agreement after providing a sixty (60) day written notice to both the Union and the Association.

ARTICLE I GEOGRAPHICAL JURISDICTIONAL AREA

The provisions of this Agreement shall govern the relations by and between the Association and its members and the Union and its members

and, in particular in this Agreement, Carpenters coming under the jurisdiction of the South Central Ohio District Council.

The word "**Carpenter**" shall embrace all branches of the trade coming under the jurisdiction of the South Central Ohio District Council United Brotherhood of Carpenters and Joiners of America (AFL-CIO) in the following geographical area:

Counties: Marion, Union, Delaware, Madison, Franklin, Fairfield, Pickaway, Licking, Muskingum, Guernsey, Morgan, Perry, and Noble.

ARTICLE II JURISDICTION WORK AWARDS

The terms of this Agreement shall bind the Employer and the Employee to the obligation and right to perform the work awarded to the specific trade and has included but is not limited to the following:

Carpentry: 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 scaffolding and of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by members of the United Brotherhood. Our claim of jurisdiction, therefore extends over the following subdivisions of the trade.

Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, *Underpinners, Timbermen 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 Dry Wall 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; and Car Builders*, regardless of material 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, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

Piledrivers:

1. Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.

2. The placing of all walling, bumper guards of wood or metal. The framing, brink, drilling, or burning of all holes in same, all tie and hog rods and breakwaters.

3. The driving, bracing, plumbing, cutting off and capping of all pile whether wood, steel sheeting, metal, pipe piling, composition or concrete.

4. The heading and splicing of woodpiling and making of wood sheet piling. The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.

5. The loading and unloading of all piling and other material used in connection with Piledrivers work.

Residential Carpenters: Residential construction is herein defined as all work in connection with construction, alteration and or repair of residential units, such as single dwellings, duplexes, row houses, townhouses, and apartments not to exceed four (4) stories in height with an elevator.

ARTICLE III RECOGNITION AND SECURITY

SECTION 1. Recognition. The Association hereby recognizes the Union as exclusive collective bargaining agent for all Carpenter craftsmen (within the territory as stated in Article 1) and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of Carpenter Craftsmen (within the territory stated in Article 1).

SECTION 2. Liabilities. It is mutually agreed and understood that no liability shall arise on the part of the Union by reason of an unauthorized act by a member of the Union. It is likewise understood that this Agreement is negotiated by the Association acting as agent only for its Signatory Members and Employers of Carpenters (within the territory stated in Article 1) ; and for any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability for the acts of its individual members or other Employers within the stated territory.

SECTION 3. Work Stoppages. It is hereby mutually agreed that during the period of the Agreement, there shall be no lockouts or stoppage of work of any kind.

SECTION 4. Non-Discrimination. It is mutually agreed that the Contractors and the Union shall abide by all of the laws of the United States and the State of Ohio and lawful orders thereof in non-discrimination and fair employment practices. The Contractors and the Union shall not discriminate against nor limit employment or application for Union membership or Apprenticeship training because of race, color, religion, national origin, sex, age or ancestry.

SECTION 5. Management Rights. The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause and the right to relieve employees from duty because of lack of work or any for other legitimate reasons, is vested exclusively in the Employer, provided that this duty will not be used for the purposes of discriminating against any employee as provided in the Agreement.

SECTION 6. Union Security. It shall be a condition of employment that the employees, covered by this Agreement, of any Employer, who are members of the Union, in good standing, and those who are not members in good standing, of the effective date of this Agreement, or who are hired on or after its effective date, shall be on the eighth day following its effective date, or the eighth (8th) day following the beginning of employment, (whichever is later) become and remain members in good standing. The Union may notify the Contractor and Employee in writing of any default on the part of any Employee to pay said initiation fee and dues within the eight days from the receipt of said written notice. The Employer shall discharge said Employee, provided membership was available under the same terms and conditions applicable to other members.

The South Central Ohio District Council of the United Brotherhood of Carpenters and Joiners of America agree that the District Council or Local Union of the South Central Ohio District Council, having jurisdiction in the respective area of the performance of work will maintain appropriate registration facilities for the listing of persons possessing the skills required for the performance of work by the Employer.

Any Journeyman Carpenter member of the South Central Ohio District Council may be employed by any Contractor signatory to this contract to perform work noted in Article 11. The Contractor shall employ Carpenters from the thirteen (13) counties represented under the geographic jurisdiction of this Agreement.

The parties hereto agree that in the event of any provisions of this Agreement are held unconstitutional or be void as in violation of any laws, rules or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

SECTION 7. Pre-Job Conference. Any Contractors performing Carpenter work in the South Central Ohio District Council covered by this agreement, must have a Pre-Job Conference with the Union, to clean up work assignments, location, size of job and probable number of men needed. Every effort must be taken to hold such conference well in advance of actual work performed.

SECTION 8. Subcontractor Clause. All work covered by the Carpenters Trade Autonomy stated in the contract may be done by the Employers signatory hereto or subcontracted to Employers of South Central Ohio District Council members. Should extenuating circumstances arise in the judgment of a Contractor and Union, signatory to this Agreement which may have the potential to seriously affect the ability of a Contractor to secure a contract, amendments or adjustments to this clause may be enacted on a project by project basis, if mutually agreed upon by both the Contractor and the Union.

**ARTICLE IV
WAGES**

**CARPENTERS AND PILEDRIVERS
SCHEDULE OF WAGE RATES AND FRINGES**

	<u>Straight Time</u>	<u>Time & Half</u>	<u>Double Time</u>
Carpenter Base Rate: June 1, 2001	\$20.51	\$30.76	\$41.02
Piledriver Base Rate: June 1, 2001	\$21.19	\$31.77	\$42.38
Carpenter Foreman Rate:		\$.75 above Journeyman rate.	
Carpenter General Foreman Rate:		\$ 1.25 above Journeyman rate.	
Piledriver Foreman Rate		\$.75 above Journeyman rate	
Piledriver General Foreman Rate:		\$ 1.50 above Journeyman rate	
Annuity:	June 1, 2001	\$.40	
Apprentice Fund:	June 1, 2001	\$.18	
Health & Welfare:	June 1, 2001	\$ 3.30	
Pension:	June 1, 2001	\$ 2.80	
Industry Fund:	June 1, 2001	\$.10	
Dues Check-Off:	June 1, 2001	4% of the base rate of pay plus \$.45 per hour	

Wage increase effective on the following dates:

June 1, 2002	-	\$.75
June 1, 2003	-	\$.75

June 1, 2004 - \$.75
June 1, 2005 - \$ 1.00

APPRENTICES

When two (2) Journeymen are employed, there must be at least one (1) Apprentice employed and one (1) additional Apprentice for each two (2) Journeymen employed thereafter, when available.

Apprentices shall be advanced through the eight (8) levels of the wage scale only if all of the following conditions have been completed; required classroom training; OJT hours; fulfilled the length of time in the apprenticeship program. Minimum wage rates for Apprentice Carpenters shall be governed by percentages of the Journeyman rate as follows:

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

There will be no pension coverage for the first two (2) years for Apprentices hired after June 1, 1992. The last two (2) years as an Apprentice, he/she shall receive a pension contribution in the same percentage as he/she is being paid. Pension coverage begins at 80% of the pay scale. Annuity will be determined from year-to-year by JATC Committee and published by June 1 of each year.

PREMIUM/HEIGHT/TRAVEL PAY

POWER OPERATED HAND SAW OVER 8 INCHES AND CERTIFIED WELDERS - Fifty (\$.50) cents premium pay per hour when working two (2) or more hours with this equipment.

HEIGHT PAY - Carpenters working on, or erecting, scaffolding over fifty feet (50') in height on refineries, chemical plants, power houses, or stacks in the South Central Ohio District Council shall receive seventy-five (\$.75) cents per hour over the regular rate of pay. The premium is intended for those Carpenters actually working fifty feet (50') above grade level and shall not include those Carpenters assisting on the ground or at levels forty-nine feet (49') or below. For pay purposes, all such work shall be computed to the nearest full hour. Fifty cents (\$.50) per hour for working with Creosote or Transite and must be supplied proper safety equipment.

TRAVELING CARPENTERS - Members of the South Central Ohio District Council, who are engaged in the application of drywall and meta studs, acoustical ceilings, installation of resident floors, and the laying o carpet, including Lathers Trade Autonomy, shall be compensated for out of-town work as follows:

1. From the center of the city in which the Employer is located within a radius of 25 miles to be designated as the Free Zone.

2. From 26 miles to 60 miles, mileage to be paid at the rate of \$.18 pe mile round trip daily per car beyond the Free Zone.

3. From 60 miles to 80 miles, daily expenses of \$9.00 per day pe man, plus mileage per round trip weekly per car at the rate of \$.18 per mile beyond the Free Zone.

4. Eighty miles and over, daily expenses of \$21.50 per day per man plus mileage per mile, round trip weekly per car beyond the Free Zone.

ARTICLE V HOURS AND WORK DAYS

SECTION 1. Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 5:00 p.m. from Monday to Friday inclusive. The starting and quitting time shall be determined at the discretion of the Employer. If Daylight Savings Time is imposed by governmental policy during winter months, the above work hours may be adjusted by one hour.

SECTION 2. Overtime. For all Carpenters working over ten hours shall receive a mandatory supper half-hour. All overtime shall be paid at the rate of time and one-half after eight (8) hours a day and Saturday Sunday, and Holidays shall be paid at the double-time rate. On projects financed by federal funds and for which prevailing rates prescribed rates prescribed by the Davis-Bacon Act are applicable, work performed in excess of ten (10) hours in a regular day's work or in excess of forty (40) hours in a work week shall be paid as overtime. On all other projects, work performed in excess of eight (8) hours in a regular day's work shall be paid as overtime.

SECTION 3. Holidays. Double-time the normal rate shall be paid for all work performed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. No work shall be performed on Labor Day except to prevent the loss of life or the destruction of property and no work shall be performed without notifying the Union the previous day, except in cases of emergency. When any holiday falls on Sunday, the following Monday shall be observed as such holiday. Labor and Management mutually agree to the observance of Martin Luther King Day and the day after Thanksgiving as an optional work day for employees. It is understood between the parties that those employees observing one or both

of these days will not be penalized. It is also understood that those employees who chose to work on these days will be compensated at the usual rate of pay, not the premium rate of pay. Employees who wish to observe one or both of these optional days must notify the Employer forty-eight (48) hours in advance of the observation.

SECTION 4. Contractors or their representatives promoting straight time on time and one-half and double-time days and straight time for overtime shall be declared unfair and Carpenters removed from their employment.

SECTION 5. Carpenters moving from one job to another in the same day after completing eight (8) hours does not constitute shift work and must be paid at the overtime rate. When working shifts, a Steward must be on each shift.

SECTION 6. Shift Work. A minimum of two Carpenters, one a Foreman, shall constitute a shift. A minimum of two shifts constitutes shift pay.

SHIFT WORK - Each Shift Will Work Eight (8) Hours

SECOND SHIFT - 10% Premium On Wage

THIRD SHIFT - 15% Premium on Wage

The second and third shifts shall work Friday nights at the straight time rate plus the above noted premiums in order to complete a full five (5) day week. Any and all shift work done Sundays and Holidays, or observed as such days, shall be paid at double the regular Journeyman's rate. Any work done in excess of/ or less than eight (8) hours on the second shift, or in excess of/ or less than eight (8) hours on the third shift shall be considered as overtime and paid for at the appropriate time and one-half rate. The practice of placing men on a first shift in order to carry a second or third shift, and thereby eliminating the payment of overtime rates, is not permissible.

When for reasons beyond the control of the Contractor, it is impossible to work a crew in the daytime; namely work on occupied stores, hotels, office buildings, banks, etc. the Employer must notify the District Council office before starting the job.

SECTION 7. By Mutual Agreement, the Employer may work four (4) ten (10) hour days at the straight time rate of pay. The Contractor shall pay overtime for all hours worked in excess of ten (10) hours per day or over forty (40) hours per week. When working a four (4) ten (10) hour day schedule, if time is lost during the work week due to inclement weather or situations beyond the control of the Contractor, Friday may be utilized as a make-up day. Employees scheduled to work on Fridays shall work not less than eight (8) hours subject to inclement weather or situations beyond the control of the Contractor.

SECTION 8. By Mutual Agreement, when time is lost during the work week due to inclement weather or due to situations beyond the control of the Contractor, Saturday may be utilized as a make-up day. This make-up day will be paid at the straight time rate of pay unless the employee has worked for more than forty (40) hours during the week, in which case, the appropriate overtime rate of pay will apply. The Saturday make-up day is strictly voluntary by the employee. A refusal not to work will in no way penalize the employee. It is specifically noted that Saturday is not a required work day for unemployment benefit considerations. If an employee is working with other employees, hired by the Contractor, who are working at more than the straight time rate, the Carpenter shall be paid at his regular overtime rate.

ARTICLE VI WORKING RULES

SECTION 1. Tools. The Contractor shall furnish a suitable lighted room large enough to accommodate Carpenters and Apprentices on the job, shall be provided with a lock, for the exclusive use of four (4) or more Carpenters or Apprentices, including Foreman and superintendent on the job, to keep tools and clothing in and a Steward shall be furnished with a key. This shanty shall be properly heated from October to May.

In case of fire, theft, flood, or windstorm, or by forcible entry on a job at anytime, the Contractor shall be responsible for the loss of mechanic's tools and clothing lost in such fire or theft if the claim is supported by a notarized statement of loss.

SECTION 2. All power tools must be furnished by the Contractor. No Carpenter is required to furnish benches, clamps or hand screw, or miter boxes, nor shall he furnish grinding stone, power tools, or other equipment that is not regarded as a Journeyman's tools.

There shall be no restrictions against the use of machinery, tools or labor saving devices, provided the same are operated under the conditions of the Agreement and furnished by the Employer. In the event there is a question about any odd or unusual tool or device, it shall be subject to arbitration.

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 craftsman is available. Files used on the job are to be furnished by the Employer. Only Carpenters shall work on a saw table.

Carpenters shall carry from the Contractor's place of storage all Contractor's power tools that are necessary to perform all of his duties as a Carpenter.

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

The Employers and employees agree 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.

When an engineer or anyone else is used to lay out Carpenter's work such as batter boards, grade stakes, forms and grade lines, a Carpenter must assist him.

Members working on the job shall be classified as Journeymen and Apprentices Carpenters and in no case shall any of the work as classified in this Agreement be done by anyone except members of the Brotherhood.

No Carpenter shall be required to use his auto, truck or other vehicle to transport Company tools, equipment or material under any condition. The Employer shall provide proper parking wherever possible.

Employer agrees that it shall be the work of the Carpenters to maintain proper alignment and make 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 Employer.

SECTION 3. Drinking Water. Any Contractor, Builder or Owner, who employs Carpenters shall furnish clean water at all times. Ice shall be provided between May 1 and October 1. Also, sanitary toilets must be available on all jobs.

SECTION 4. It shall be the privilege of the Steward or the Union Business Agent, when there is some doubt as to the amount of wages, to see the Employer's pay record or check stubs so as to know that every employee is receiving wages according to this Agreement.

SECTION 5. Care of Injured Employees. The Employer shall cooperate with the Steward to insure compliance with all safety rules and regulations. An injured employee reserves the right to employ a competent doctor. Employees injured on the job shall not lose pay going to the company doctor or other doctor of employees choice on the day of the injury.

SECTION 6. Where the Employer does not have a power signal, the Carpenter Steward on the job shall call time.

SECTION 7. Employers shall furnish hard hats and shall make winter liners available at cost. Employers shall also furnish, when needed to complete work assignments, raincoats and knee or hip boots that meet

sanitary conditions. Where special wearing apparel is necessary to perform certain work, the Employer shall furnish same to employees. It is understood that articles furnished will remain the property of the Employer and the employees shall return same or replace before the last check is issued.

SECTION 8. Foremen. All Contractors signatory to the South Central Ohio District Council shall be permitted foremen of his choice. Contractors may bring in first Foreman or one key man.

All foremen shall receive not less than seventy-five cents (\$.75) per hour above the Journeyman's rate. All general foremen shall receive not less than one dollar and twenty-five cents (\$1.25) above the Journeyman's rate. A Piledriver general Foreman shall receive not less than one dollar and fifty cents (\$1.50) above the Journeyman's rate.

All foremen and general foremen shall be members of the United Brotherhood of Carpenters and Joiners of America.

On all jobs where three (3) or more Journeymen are employed, one shall be the Foreman. No Foreman shall be in charge of more than ten (10) men, and when ten (10) Journeymen are employed, another Foreman shall be employed.

When two (2) full ten (10) men crews and a partial crew are working for an Employer, a general Foreman shall be hired. No general Foreman shall work with his tools. Selection of a general Foreman shall be made by the Employer. This applies to employment on any one job.

All orders to Carpenters must come from the Carpenter's Foreman.

SECTION 9. Piledriver Foreman. When two (2) or more men are employed on a job, one shall act as working Foreman. All foremen shall be qualified Journeymen and members of the Union. In the event the Foreman leaves the job site for more than four (4) hours, an alternate Foreman will be designated.

Drill rigs being used with steel liners will have a minimum of one (1) Piledriver. Piledriving crews will consist of a minimum of a Foreman and two (2) Piledrivers.

The piledriver shall furnish no tools whatsoever, all tools to be furnished by the Employer. Boots and rain gear must be furnished by the Employer if conditions require the use of such items.

All piledrivers shall be allowed twenty (20) minutes clean-up time at the end of a days work. Cleaner and towels are to be furnished by the Employer. The working rules applying to the Carpenter shall also apply to the piledriver.

Premium pay for Top Man or Lead Climber shall be fifty cents (\$.50) per hour above Journeyman rate.

SECTION 10. Employees being laid off or terminated shall be given a one (1) hour notice by the Employer and shall be paid in full at the time of

termination. Employees leaving on their own accord shall be paid on the regular payday. Termination slips to be presented to employee by Employer, to be furnished by the Union.

SECTION 11. Member of other crafts shall not be allowed to tend or assist Carpenters in the performance of their duties, except when existing Agreements or decisions apply.

SECTION 12. It is agreed that no Contractor or Superintendent of a Contractor shall perform the work of Journeymen, unless the Contractor or Superintendent are working dues paying members of this district council.

SECTION 13. Any workman reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before leaving the job at the end of his previous shift. Employees must remain on the job for two (2) hours to receive same if requested to do so. This section does not apply when inclement weather exists unless the Employer specifically requests the men to remain on the job after starting time. The Employer may request the Employee to remain on the job for two (2) hours.

SECTION 14. When a Carpenter has received an upgrade in pay the same shall be for the entire shift, regardless of time of such an assignment. This section only applies to upgrade from the Journeyman status to that of a Foreman.

SECTION 15. In no case shall a Carpenter work longer than a sixteen (16) hour period, without (8) hours off before returning to work.

SECTION 16. All Employees covered by this Agreement, shall be paid on the job, unless otherwise agreed to in writing by the employee, before quitting time on the established weekly pay day. The Employer has the option to use a direct deposit for payroll purposes. By using direct deposit, the Employer will provide a weekly computer "stub" deposit verification to said employees. No Employee will be allowed to return to work unless he has received his pay. Time shall be allowed for waiting at the time and one-half rate, unless there are reasons for the delay beyond the control of the Contractor. No more than five (5) days shall be held back. If paid by check, same shall be designated as Payroll. This applies to a regular work week. Contractors working under this Agreement must show hours worked on check stub retained by employee.

SECTION 17. If the lunch period is worked, time and one-half shall be paid for the lunch period, and time allowed to eat within one hour thereafter.

SECTION 18. No Employee shall be required, without his Consent to work more than eight hours per day or forty hours per week.

SECTION 19. Carpenters shall not leave the Employer's designated station where their tools are kept until starting time in the morning or when working in shifts. Sufficient time shall be allowed for Carpenters on the job to gather tools and reach tool shed by quitting time; at no time shall it be less five (5) minutes.

SECTION 20. In no case shall a Carpenter work more than one shift in a twenty-four hour period, unless paid time and one-half rate of pay.

SECTION 21. No employee shall come from one job to replace a member already working on another job for the sole purpose of working overtime.

SECTION 22. Where no water is available, the Employer shall furnish water-less soap and sanitary drying towels or paper towels.

SECTION 23. Carpenters shall handle all the 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 the Employer's designated stockpiles on each level or at each area where material is being used.

SECTION 24. When the Carpenter is assigned tools and held responsible for them, he shall carry those tools himself.

SECTION 25. There shall be no restriction to employment because of age so long as the mechanic is qualified to perform the work assigned.

SECTION 26. Tool Transportation. When mutually agreed upon by the Employer and the Union at the Pre-Job Conference, Carpenters shall be furnished with transportation to haul their tools to and from the parking area, at the beginning and conclusion of employment.

SECTION 27. The duties of a Factory Representative shall be limited to instruction, illustration, and/or demonstration.

SECTION 28. When requested to do so, at the time of assignment Employers shall furnish District Council signed letters on the letterhead stationery of the Employer, stating that he had employed Carpenters on a specific type of work, and paid the negotiated scale of wages and fringe benefits for such work.

SECTION 29. When a specific job requires re-certification or a special welding test, the employee will be paid for the time required to take the test or a minimum of two (2) hours.

Prison-made materials will not be used.

ARTICLE VII STEWARDS

SECTION 1. Steward. There shall be a Steward appointed in a crew of three (3) Carpenters or less and placed on a job in any crew of four (4) Carpenters or more. Layoffs may be made in reverse order.

The Steward shall assist in the coordination of efforts in behalf of the best interest of all concerned. He shall be the only authorized on-the-job representative of the Union and there shall be no discrimination against him because of his activities in behalf of the Union. He shall have the privilege during working hours of checking any and all men doing Carpenter work for his own Employer and the material on the job to be used. He shall take the proper action to avoid jurisdictional disputes.

It is further agreed that the Job Steward shall always be included among those working overtime when Carpenters work is being performed by his Employer. The Steward must be capable of performing all work assigned. The Steward shall see that an injured employee shall be taken by him for proper medical care; and his tools, clothing, and car are made safe or returned to the injured employee's home. Steward's wages shall be paid by the Employer for all lost time when complying with this paragraph at his regular hourly rate. If the employee's injuries are of such a nature that the injured employee cannot report back on the job, he shall receive a full day's pay.

SECTION 2. The Employer agrees that the Job Steward will not be discharged without just cause or until after proper notification has been given to the Union Business Manager, and until a meeting has been held *between a Representative of the Contractor and the Business Manager of the Union* to discuss any problems involved within twenty-four hours in advance, excluding Saturday, Sunday and Holidays.

SECTION 3. The Steward must be maintained on a job at all times when Carpenter work is being performed. The Business Representative shall have the right to appoint on a job or in a shop a Job Steward or Shop Steward who shall be responsible for the maintenance of all working rules. Employers agree to allow a Steward a reasonable amount of time for performance of his duties which include policing of the job. Stewards shall be selected from the Local Union having jurisdiction in the area and must have been a member for one year, when available. All Stewards shall be Journeymen Carpenters and shall be trained to carry out their duties as a Steward and shall be a working Steward.

SECTION 4. When Employees are laid off, the Job Steward or Shop Steward will be the last one laid off, except for the Foreman.

SECTION 5. On a temporary shutdown of job, the Steward, employee of the Contractor shall remain on the job as Steward when said job resumes.

SECTION 6. *Stewards shall be afforded any and all privileges granted beyond those stipulated in the other craft(s) contract.*

SECTION 7. The Steward shall call a ten (10) minute coffee break in the mid-morning and mid-afternoon at the work station. *If for any reason Carpenters cannot have food and/or coffee at their designated work place,*

there will be one (1) fifteen (15) minute morning coffee break at a designated location in the work site.

SECTION 8. In the event of an informational picket being established on a project site, the Steward shall perform the following activities:

a. The Steward shall be apprised of the situation through an investigation of the banner carriers.

b. The Steward shall inform his superiors and his co-workers of the situation.

c. The Steward shall advise the designated Business Representative of the events leading up to the time of his contact with the situation.

d. The Steward shall conscientiously attempt at all times to eliminate any infraction of this Agreement and shall advise his co-workers of their obligations.

ARTICLE VIII BUSINESS REPRESENTATIVES RIGHTS

SECTION 1. The Business Representative of the Union shall have access to any and all jobs during the course of construction or operations where Journeymen or Apprentices are employed. The Union shall not have the right to interfere with employees during working hours. In the event it is necessary for the Business Agent or Union Representative to contact an employee on the job, he shall do so by contacting the job superintendent for permission and directions. This rule shall apply as stated except in areas or on jobs where owner policy prohibits such visitation or contact on the job site.

ARTICLE IX WORKING FORCE

SECTION 1. The Union agrees to promptly furnish to the members of the Association such number of Journeymen Mechanics as shall be requested by said members for work on Projects located within the territorial jurisdiction of the Union and the Union agrees to furnish mechanics that are qualified and capable of performing work of their various trades.

SECTION 2. In the event the registration facility maintained by the Union is unable to fill requisitions for employees within a forty-eight (48) hour period (Saturdays, Sundays, and Holidays excluded), the Employer may employ applicants directly at the job site. In such events the Employer will notify the Union of the names, classifications, and dates of such hiring.

SECTION 3. It is further understood and agreed between the parties thereto that the number of mechanics required for each and every project shall be decided by the Employer.

SECTION 4. Exploitation of Employees by hiring and firing shall not be tolerated.

ARTICLE X SAFETY CLAUSE

SECTION 1. It shall be a condition of this Agreement that all employees and Contractors shall comply with the safety provisions set down in OSHA, the Construction Safety Act of 1969, and the Safety Code of Ohio, 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, the State Safety Code and the Federal Safety Laws. Refusal to comply will subject employees to immediate dismissal without recourse.

SECTION 2. Drug and Alcohol Abuse Policy. The Employer and Union are committed to a policy that promotes safety in the work place and 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, 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 Carpenter 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.

Employee involvement with drugs and alcohol can adversely affect job performance and employee moral. In the construction industry, the consequence of drug or alcohol use while on the job 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.

Any job site is subject to massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose behavior raises reasonable suspicion of 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 a positive finding, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an Accredited National Institute of Drug Abuse or College of American Pathology Laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer, and the Union. The employee shall be paid his/her regular hourly wage and fringes for the time required for drug testing provided the results are negative.

If the GC/MS test results are positive, the employee shall be granted a leave of absence for up to thirty (30) days for the purpose of drug and alcohol rehabilitation. If the employee is eligible, such rehabilitation programs may be covered under the Ohio Carpenters Health and Welfare program providing the employee confines him/her self to a twenty-four (24) hour licensed rehabilitation facility.

Until the employee presents certification of successful completion of the rehabilitation program he/she shall be removed from the Employer's job site; and shall not be dispatched to work. 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. The employee shall, for the next twelve (12) month period, present to the District Council representative, drug/alcohol tests results, failure to do so will result in the employee, if working, to be removed from work.

ARTICLE XI IDENTIFICATION

When a Contractor or a Foreman calls for men through the Business Representative or Council office, said men shall be supplied with Identification Cards.

ARTICLE XII FRINGE BENEFITS: FORMS, PAYMENT DATE AND AUDIT RIGHTS

SECTION 1. Forms to be supplied by the Trustees of the various funds shall be completed by each Employer and the Employer shall transmit the required amounts of the depository on or before the 15th day of each month for all contributions attributable to the prior calendar months, in the event the Trustees of any fund questions the authenticity or accuracy of the information completed on the forms or in the event of a belief that the

amounts being transmitted are not in accordance with the terms of this agreement, the Trustees of any fund shall have the right, upon reasonable notice to inspect the books of any Employer, or to have an examination of same made by certified public accountant.

SECTION 2. In the event of failure of the Employer to comply with the payments and conditions identified in this Article, the Union, upon 48 hours notice to the Employer, may without liability, and irrespective of any other provision of this Agreement, remove the men from the job until the payments and conditions have been met.

SECTION 3. The failure of an Employer to pay the fringe amounts required herein, shall be a violation of the Collective Bargaining Agreement between the said Employer and the Union. Nonpayment of an Employer of any fringe benefit payments when due shall not relieve any other Employer from his obligation to make payments. In addition to any other remedies to which the parties may be entitled, an Employer in default shall be obligated to pay all expenses of collection, including attorney fees, that may be incurred by the Union.

Any Employer who is delinquent in making his payments as herein required, or who fails to file his monthly report by the 15th day of the following month, shall be assessed a delinquency assessment in the amount as indicated in the Trust Documents.

SECTION 4. Health and Welfare. Ohio Carpenters Health and Welfare as established under trust agreement by and between parties hereto:

The Employer agrees to pay every month, not later than the 15th day of the following month, the sum of \$3.30 per hour for each hour worked, on all employees covered by this agreement from the first day of employment beginning on or after June 1, 2001 to the Health and Welfare Trust Fund.

If the Trustees of a fringe fund determine it necessary to increase contributions to a fund to maintain the existing level of benefits provided by the fund, the Employer shall, upon receipt of appropriate notice, contribute to the fund such necessary additional amounts as the Trustees determine necessary for this purpose. Such amounts are to be deducted from the direct pay of the employee, only at wage adjustment time.

SECTION 5. Pension. The Employer agrees to pay every month, not later than the 15th day of the following month, beginning June 1, 2001, the sum of \$2.80 per hour for each hour worked on all employees covered by this agreement, to the Ohio Carpenters Pension Fund.

SECTION 6. Apprenticeship Training Fund.

All Apprentices shall be required to attend whatever Trade School the Joint Apprenticeship Committee makes arrangements for them to attend. All Apprentices shall make a passing grade of 70% or better before being advanced to the next year's pay rate.

Any Contractor may require satisfactory evidence of the year of Apprenticeship. Contractors employing Apprentices shall hire in accordance with ratio specified in Apprenticeship Standards for Carpentry Industry in the South Central Ohio District provided by the current bargaining Agreement.

Any Apprentice who fails to comply with the Apprenticeship standards, the rules and regulations of the Joint Apprenticeship Committee, or who fails to attend school, as required, shall be discharged by the Employer immediately upon receipt of notification to such effect from the Joint Apprenticeship Committee or from the Business Manager of the District Council.

As established by and between the parties hereto under Trust Agreement, the Employer agrees to pay every month, not later than the 15th day of the following month, the sum of \$.18 per hour for each hour worked, on all employees covered by this agreement, from the first day of employment beginning June 1, 2001 to the South Central Ohio District Council J.A.T.C. Fund.

SECTION 7. Annuity. The Employer agrees to pay every month, not later than the 15th day of the following month beginning June 1, 2001 the sum of \$.40 per hour for each hour worked on all employees covered by this agreement, to the Ohio Carpenters Pension Fund.

ARTICLE XIII INDUSTRY FUND

Industry Fund. Employers subject to the terms of this Agreement who employ Carpenters and Apprentices within the jurisdiction of South Central Ohio District Council of Carpenters shall abide by all terms and conditions of the Construction Advancement Program, which is as follows:

a. The Employers have established program to promote the common good of the Construction Industry.

b. The Employers have established the Construction Advancement Program by a Declaration of Trust dated November 14, 1968, a copy of which is available for inspection by the parties at the office of the Trustees thereof at 1755 Northwest Boulevard, Columbus, Ohio 43212 and which is included herein by reference and made a part hereof. Each Employer covered by this Agreement shall pay ten cents (\$.10) for each hour worked by each Journeyman, Apprentice or other employee within the bargaining unit to the Construction Advancement Program of Central Ohio.

c. The consideration of this Agreement is as follows:

1. *Recognition of the need for providing the means whereby the Employer can facilitate and supplement the financing of its Collective Bar-*

gaining, contract maintenance and other activities.

2. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of its employees for the benefit of its employees.

Payments to this Program shall be in accordance with instruction on forms furnished by the Central Ohio Division, AGC of Ohio, Associated General Contractors of America, Inc., 1755 Northwest Boulevard, Columbus, Ohio 43212.

This Program is to be administered for the purpose set forth in Section 2, Article XI and in accordance with the terms of said Declaration of Trust.

The monthly contribution period shall end with and include the last full weekly pay period of the month. Payments and reports for contribution period shall be mailed or delivered to the Program Office or authorized collection point, on or before the 15th day of the following month. Payments postmarked or delivered after the 15th day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid to reimburse the Construction Advancement Program for damages due to additional administrative expenses, impairment to reverses and costs of collection arising from late payment.

There is specifically excluded from the Program of the Construction Advancement Program of Central Ohio, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Contractors during a period or periods of work stoppages or strikes.

Administration of the Construction Advancement Program shall comply with all present and future Federal laws governing same.

ARTICLE XIV LEGAL DEFENSE FUND - DUES CHECK-OFF

SECTION 1. Legal Defense Fund. The Employer recognizes that it is the obligation of all employees to assume the cost of enforcing the Collective Bargaining Agreement. To aid the employees in this endeavor, the Employer agrees that three cents (\$.03) per hour paid of the dues check-off will be used by the employee in the maintenance and creation of a legal fund for this purpose. Income in the Fund shall not be used for legal action against the Association or its members except for the collection of fringe benefit funds and payroll deductions. The amount of money for the Defense Fund shall be an authorized check-off and earmarked for the Defense Fund on the remittance form.

SECTION 2. Dues Check-Off. During the life of this Agreement, the Employer will deduct from the pay of each Employee for whom there is on file an unrevoked authorization to do so, working dues as shown in sched-

ule for each straight time hour paid by the Employer and as shown in schedule for each overtime hour paid for by the Employer. These working dues are payable to the Union by each Employee who is a member of the Union. These deductions shall be made from each paycheck for the hours paid. The total amount so deducted during each calendar month shall be transmitted by each Employer 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 & Welfare, Pension, and Apprentice payments prescribed in the Contract. The duly authorized point of collection and/or the Administrator thereof shall promptly forward to the Union in such manner and quantity as shall be agreed upon from time to time between Labor, Management and the Collection source.

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

1. Dues Check-Off - South Central Ohio District Council. The Employer agrees to deduct four percent (4%) per hour plus \$.45 (forty-five cents) for each hour paid from the gross hourly rate of each Carpenter employee for checkoff of working dues, and the Employer agrees to pay every month, not later than the 15th day of the following month, said sum for each hour paid.

2. Dues Check-Off Legal Defense Fund. The Employer recognizes that it is the obligation of all employees to assume the cost of enforcing the Collective Bargaining Agreement. To aid the employees in this endeavor, the Employer agrees, to pay every month not later than the 15th of the following month. three cents (\$.03) per hour paid of the dues check-off will be used by the employee in the maintenance and creation of a legal fund for this purpose. Income in the Fund shall not be used for legal action against the Association or its members except for the collection of fringe benefit funds and payroll deductions. The amount of money for the Defense Fund shall be an authorized check-off and earmarked for the Defense Fund on the remittance form.

"Authorization and Direction Form" for check-off of dues, said deduction to be made in accordance with the provisions of the "Authorization and Direction Form" and the Employer agrees to pay every month not later than the 15th day of the following month.

ARTICLE XV REPORTING

Payments to the funds and all other deductions are dues and shall be made no later than the fifteenth (15th) day of each calendar month for the

preceding calendar month and shall be sent with a fully completed reporting form to the Key Bank, P. O. Box 74427, Cleveland, Ohio 44194-0510. Should an Employer become delinquent by submitting his reporting forms together with the accompanying payments with postmark on the envelope later than the fifteenth (15th) day from the end of the month during which the employment occurred, the Employer shall be assessed a delinquency assessment of ten (10%) percent of the amount due. Such delinquency assessments shall be used to cover the additional cost of administration, bookkeeping, and other incidental expenses incurred by reason of the delinquency.

A delinquent Employer shall be liable for and be assessed:

- a. the cost of legal action undertaken to recover delinquent payments, including attorneys fees and court costs;
- b. payment of benefits from a fringe benefit fund for which an employee would have qualified but for such delinquency;
- c. the cost of an audit by the fringe benefit fund which its Trustees institute to determine the amount of monies due under the collective bargaining agreement. All delinquencies, penalties, and assessments must be paid in full in order for the Employer to retain his standing as an eligible contributor to the above listed fringe benefit funds.

All penalty provisions are cumulative and shall not deprive the Union of affected employees of their lawful rights and remedies, including the right to strike against the delinquent Employer. Work stoppages conducted for the purpose of enforcing the terms of this Article shall not be considered a breach of any provision of this Agreement.

ARTICLE XVI ARBITRATION

SECTION 1. Grievances. Should differences arise between the Employer and the Union as to the meaning and application of the provisions of this Agreement or should differences arise about matters not specifically mentioned in this Agreement, there shall be no suspending of work or lockout on account of such differences. An earnest effort shall be made to settle such differences immediately and in the following manner.

a. The Steward or Foreman shall immediately notify the Job Superintendent and Business Representative that a condition of dispute exists. A meeting shall then be had between the Superintendent and Business Agent in an effort to resolve the differences within twenty-four (24) hours.

b. Failure to solve differences by Paragraph (a) shall cause a meeting between the Business Agent, Building Trades Council, Employer and the Central Ohio Division, AGC of Ohio, Associated General Contractors of

America, Inc., in an effort to settle disputes. This meeting shall be held within forty-eight (48) hours.

c. There shall be an Arbitration Committee of three (3) members of the Contractors Association representing the Thirteen (13) counties, and three (3) members of the South Central Ohio District Council representing the twenty-seven (27) counties, selected each year by their respective Organization. The duties of the Joint Arbitration Committee shall be the mutual consideration and settlement of all disputes that may arise. The Joint Committee shall each year select a Chairman and a Secretary. The Secretary shall keep the minutes of each meeting.

d. The Committee shall meet at the call of its Chairman or Secretary within seventy-two (72) hours exclusive on Saturdays, Sundays, and Holidays.

e. In the event no agreement has been reached and the Joint Arbitration Committee is deadlocked, the question at issue shall be referred to a disinterested arbitration board. The board shall be selected as follows: One (1) member chosen by the Employer, one (1) by the employees and the two (2) selected shall choose the third (3rd) member.

f. Pending the consideration of any question referred to the Joint Arbitration Committee or pending a decision of the Joint Arbitration Board, provided in this Article, it is expressly understood that there shall be no strikes or lockouts or stoppages of work of any kind ordered or permitted against any member of the parties hereto.

SECTION 2. Jurisdictional Disputes. a. The Union agrees that during the term of this Agreement, all its officials acts shall be on record to discourage strikes slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union and any other Union, and all employees who are members of the signatory Union, covered by this Agreement, shall perform the duties customarily performed by them without regard to past, present or future disputes based on jurisdictional claims.

b. In the event a jurisdictional dispute arises, the Union agrees to use its best efforts to resolve and settle the dispute within twenty-four (24) hours and will inform the Employer of the respective positions of the Unions involved and will meet with the Employer representatives in an attempt to settle the dispute should the Employer so request.

c. If the Unions and Employers involved fail to settle the dispute within seventy-two (72) hours, the Union or the Employer may refer the case to the International Representatives of the Union and the Association.

d. It is fully recognized and agreed by all parties that work will continue as assigned by the General Contractor pending settlement of the dispute by one of the above methods.

ARTICLE XVII SURETY BOND

Any Employer who is party to this Agreement will be required to post a cash bond to guarantee THE PAYMENT OF WAGES, FRINGE BENEFIT PAYMENTS AND ANY LEGAL ASSESSMENT FOR ANY EMPLOYEE WORKING UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, except Employers of the Central Ohio AGC will not be required to post bond unless said Central Ohio AGC Employer has a history of delinquency in fringe benefit payments. A Central Ohio AGC Employer may be declared a delinquent Employer by action of the board of trustees of a Fringe Benefit Program and shall be required to post a bond.

The amount of the bond required for a Employer will be determined by the number of Carpenters employed and the following formula:

1. \$15,000.00 for up to ten employees
2. \$25,000.00 for ten to twenty employees
3. \$40,000.00 for employees in excess of thirty employees

Employers desiring to start work before furnishing such bond shall make a \$1,000.00 cash deposit with the South Central Ohio District Council office. He may then proceed for a period of seven (7) days. Thereafter, bond must be posted before work may continue. Any such deposit shall be refunded to the Employer upon presentation of the bond.

The above bond and cash deposit are for the purpose of securing the payment by the Employer of all payroll and fringe benefits due the employee and the Industry Fund (Construction Advancement Program of Central Ohio) and shall be refunded within thirty (30) days to the Employer upon completion of the work, providing that all obligations with respect to payroll and fringe benefits have been paid.

ARTICLE XVIII BLANKET DISCLAIMER

It is mutually agreed that if any clause, term or provision of this Agreement is, or is 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 or term or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement.

The remaining part of this Agreement shall remain in full force and effect through May 31, 2006 except as noted herein for an individual Employer and shall continue from year to year until termination at the option of either party after giving sixty (60) days notice in writing to either party.

An individual Employer may modify and/or terminate this Agreement by notifying the other party, in writing, sixty (60) days prior to May 31, 2002 or May 31, 2003 or May 31, 2004, or May 31, 2005 of his intent to modify and/or terminate this Agreement following which, this Agreement shall terminate as of May 31, 2002 or May 31, 2003, or May 31, 2004, or May 31, 2005 for that Employer only.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and representatives of both parties hereby affix their signatures and seals this first day of June 1, 2001 at Columbus, Ohio.

South Central Ohio District
Council, United Brotherhood
of Carpenters and Joiners of
America (AFL-CIO)

Frank Casto
Diego Moreno
Doug Reffitt

Central Ohio Division,
AGC of Ohio, Associated
General Contractors of
America, Inc.

Jeff Copeland
James Savage
James Tribbie
Dan Walker
Richard Ziska, Jr.
James Melaragno
Richard Hobbs

