

**NORTHERN OHIO CARPENTERS'  
HEAVY-HIGHWAY  
AGREEMENT**

**Between**

**THE CONSTRUCTION EMPLOYERS ASSOCIATION, ASSOCIATED GENERAL  
CONTRACTORS OF NORTHWEST OHIO, BUILDERS ASSOCIATION OF EASTERN OHIO  
and WESTERN PENNSYLVANIA**

**and**

**THE INDIANA / KENTUCKY / OHIO  
REGIONAL COUNCIL OF CARPENTERS**

**chartered by**

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA**

**Effective**

**May 1, 2023 to April 30, 2028**

## EMPLOYERS

### THE CONSTRUCTION EMPLOYERS ASSOCIATION

950 Keynote Circle, Suite 10  
Cleveland, Ohio 44131  
(216) 398-9860

### ASSOCIATED GENERAL CONTRACTORS OF NORTHWEST OHIO, INC.

1845 Collingwood Blvd.  
Toledo, OH 43604  
(419) 241-3601

### THE BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA

P.O. Box 488  
Vienna, Ohio 44473  
(330) 539-6050

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REGIONAL COUNCIL OF CARPENTERS chartered by**

**THE UNITED BROTHERHOOD OF  
CARPENTERS, AND JOINERS  
OF AMERICA**

A. This agreement is entered into this 1st day of May, 2023, between the Construction Employers Association, Associated General Contractors of Northwest Ohio and Builders Association of Eastern Ohio and Western Pennsylvania, hereinafter called "ASSOCIATIONS" and Indiana/Kentucky/Ohio Regional Council of Carpenters, hereinafter called the "UNION".

B. Effective May 1, 2023, this Agreement shall govern all covered work performed on "Heavy-Highway Construction" work, as is defined herein. The Northeast and Northwest Ohio Carpenters' Building Agreements shall govern all other covered work in their respective geographic scope of coverage. Employers signatory to this Agreement also agree to be bound by the Northeast and Northwest Ohio Carpenters' Building Agreements as well as the Agreement between the Labor Relations Division of the Associated General Contractors of Northwest Ohio and IKORCC Millwrights & Pile Drivers Local Union No. 1090 (together the "Northern Ohio Agreements") when performing building and/or millwright work so there are no gaps in coverage for covered work. This Agreement and the Northeast and Northwest Ohio Carpenters' Building Agreements are successor agreements to the Northern Ohio Agreements. It is specifically agreed that all work that is within the jurisdiction of millwrights as defined by the United Brotherhood of Carpenters and Joiners of America will be performed under the Northeast Ohio Carpenters' Building Agreement or the Agreement between the Labor Relations Division of the Associated General Contractors of Northwest Ohio and IKORCC Millwrights & Pile Drivers Local Union No. 1090 as applicable even if it is performed within the territories covered herein.

**PURPOSE**

C. 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.

D. 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 Regional Offices and/or Local Unions.

E. 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, 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 Regional Offices 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 Regions and Local Unions jurisdiction and the Union recognizes the Associations, as the bargaining agent for its members and any independent contractor who signs this Agreement and who employs Carpenters within the various Regions and Local Unions jurisdiction.

**1.2 Liabilities:** It is agreed that the United Brotherhood of Carpenters and Joiners of America, as an entity separate and apart from the Regional Offices 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 Regional Offices and/or Local Unions which are members of the United Brotherhood of Carpenters and Joiners of America. 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 Associations together with the undersigned Association Bargaining Committee. The Associations are acting as agent for their members and all other Employers of Carpenters within the various Regions 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 Associations and the Associations Bargaining Committee, 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 Associations. Such Employers will herein be referred to as the “CONTRACTOR” and/or “EMPLOYER.” The Union shall notify the Associations of any such Employers who are extended the right to sign this Agreement by sending said notice to Construction Employers Association, 950 Keynote Circle, Suite 10, Cleveland, Ohio 44131.

**1.5** The Associations agree to furnish to the Union a complete list of its subscribing members and/or Contractor Employers who have assigned bargaining rights to their Committee and shall furnish any changes in such list to the Union on a periodic basis.

**1.6** In the event an Employer who is not part of the Associations Bargaining Committee or a member of any of the Associations does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement no more than one-hundred fifty (150)

days nor less than one hundred twenty (120) days prior to the expiration of this Agreement to both the Union and the Associations, such Employer shall be deemed to have appointed the Associations and the Associations Bargaining Committee as its agent for such collective bargaining.

**1.7** 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 any force or effect.

## **ARTICLE II GEOGRAPHICAL JURISDICTION**

**2.1** This Agreement shall encompass the twenty-seven (27) Northeast Ohio counties of ASHLAND, ASHTABULA, BELMONT, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE, GEAUGA, HARRISON, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LORAIN, MAHONING, MEDINA, MONROE, MORROW, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS AND WAYNE and the nineteen (19) Northwest Ohio counties of ALLEN, AUGLAIZE, DEFIANCE, CRAWFORD, FULTON, HANCOCK, HARDIN, HENRY, LUCAS, MERCER, OTTOWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, AND WYANDOT.

## **ARTICLE III WORK SCOPE**

This Agreement will cover any construction work as performed within the definitions listed here below, all of which, taken together are “Heavy-Highway Construction” work:

**3.1** “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.

**3.2** “AIRPORT CONSTRUCTION” work is defined as including 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.

**3.3** “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.

**3.4** “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.

**3.5** “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.

**3.6** ”SUPPORTIVE EXCAVATION AND DEEP FOUNDATIONS” work is all driven and drilled foundations within the building site.

**3.7** “POWER PLANT 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.

**3.8** “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.

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

**3.10** 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.

**3.11** “SOLAR & WIND FARM” WORK is considered “HEAVY CONSTRUCTION” and includes all bargaining unit work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

- A. The Union and an individual Employer may agree to adjust the Apprentice to Journeyman ratio on a given project or portfolio of projects (hereafter, “Project”) for purposes of SOLAR & WIND FARM WORK only. In order to request an adjustment of the Apprentice to Journeyman ratio for SOLAR & WIND FARM WORK, an Employer must submit a written request to the Union before the commencement of any work on the Project. After discussion between the Employer



and Union, they may agree to alter the ratio through execution of a written agreement that outlines the scope of the SOLAR & WIND FARM WORK and the ratio agreed to. If the request is not received before the commencement of any work on the Project, it will automatically be denied.

- B. The above procedure shall be followed for every Project, and every ratio adjustment request will be considered by the Union on a Project-by-Project basis. The Union's agreement on one Project shall in no way be deemed to constitute its consent for any other Project. The Union has complete discretion as to whether or not to grant an adjustment to the ratio on any given Project. However, to the extent the Union grants one Employer's request to adjust the ratio on a given Project, the Union agrees to extend the same ratio for any other Employer bidding or performing SOLAR & WIND FARM WORK on the same Project.
- C. This provision only applies prior to the commencement of the SOLAR & WIND FARM WORK described herein, and in no way alters any other provision of this Agreement, including for the ratio for any other work other than SOLAR & WIND FARM WORK. For the purposes of Prevailing Wage projects, any adjustment to the Apprentice to Journeyman ratio shall not exceed 10:1. Nothing herein shall be interpreted or deemed to guarantee a 10:1 ratio adjustment for any Project, including Prevailing Wage projects and the Union reserves the right to consider all requests on a Project-by-Project basis. The Parties agree to comply with all state and federal laws and apprenticeship requirements.

#### **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 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; the setting of stay in place forms, 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 Regional Office 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.

**6.2** 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.

**6.3** 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 five (5) working days 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, then the Union shall reduce the grievance to writing and initiate Step 2 by filing it with the Associations' representative at Construction Employers Association, 950 Keynote Circle, Suite 10, Cleveland, OH 44131.

Step 2. A grievance hearing before a Joint Arbitration Board must be held within thirty (30) days of date the grievance was referred to Step 2. If a time extension is needed, it must be mutually agreed upon by the Union and the Associations. The Joint Arbitration Board shall consist of a chairman and a secretary, three (3) members for the union and three (3) members selected by the Associations from the Associations Bargaining Committee. The first Joint Arbitration Board chairperson shall be selected by a coin toss and alternate between the union and the association in subsequent Joint Arbitration Board meetings. Four (4) members of the Board shall constitute a quorum; two (2) from the Associations and two (2) from the Union. Either party must give 3-days written notice to the other if they intend to have legal counsel present for the hearing. Legal Counsel will not be considered a part of the Joint Arbitration Board. Neither side shall cast more ballots than the other. A decision shall require a majority vote of those present and entitled to vote as hereinbefore provided. Joint Arbitration Board decisions are final and binding on the parties even if one party fails to appear at the hearing after notice.

Step 3. If unresolved in step 2, 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.

**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 be required to use his auto, truck or other vehicle to transport Company tools, equipment or materials under any condition.

**7.12** 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 manner that does not interfere with their work. When the work shift exceeds ten (10) hours, special consideration will be given to allow the employees time to consume coffee or other beverages, as described above.

## **ARTICLE VIII EMPLOYMENT**

**8.1** The Contractor agrees to hire Carpenters and Apprentices of the Regional Office 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 Regional Office or individual Local Union signatory to this Agreement.

**8.3** When a Contractor needs Carpenters for his workforce he shall notify the Regional Office and/or Local Union having jurisdiction for the area of the job for such personnel as needed. The Regional Office 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 Regional Office 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 Regional Office and/or Local Union of the name and date of hire of any such Employees.

**8.4** The Employer and the Union agree that they will not discriminate on the basis of race,

color, religion, sex, age, disability, gender identity or national origin against any person with reference to recruitment, hiring, promotion, demotion, transfer, rates of pay or other terms and conditions of employment, selection for apprentice training, layoff or termination of employment. The parties hereto agree that all membership in either the apprenticeship program or as a journeyman in the Union shall be based upon qualifications alone and without regard to a person's protected status.

**8.5** It is not the intent to discriminate by the use of gender; thus, any use of the masculine gender or pronouns shall be construed to include all genders.

## **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.

## **STEWARDS**

**9.4** There shall be a steward for each Employer on each job site who shall be the representative of the Union and who shall be selected by the Union. All stewards shall be individuals who have been members in good standing of the Union for at least one (1) year. The Union shall place a steward on job sites of Employers which are delinquent in paying wages or contributions owed under this Agreement, are paying weekly, or which have not posted an adequate letter of credit, cash escrow or bond in compliance with Article XV of this Agreement.

Unless the Union and the Employer otherwise agree, when an Employer is working on multiple job sites (even if part of the same overall project), the Union, following consultation with the Employer, shall have the right to appoint a steward for each job site from the Employees on the job. The steward must be in the same trade as the crew to which he is assigned (i.e., a steward on a carpenter job must be a carpenter, a steward on a millwright job must be a millwright, etc.) and otherwise qualified to perform the necessary work. For Employers whose principal place of business is outside of the Northeast Region's jurisdiction, the Union shall have the right to place a steward on the job.

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

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

**9.7** The steward shall not be discriminated against for performance of his duties in any way.

**9.8** The steward will be given time to check the job for compliance with this Agreement.

**9.9** The steward will allow an agreed time for the Employees to be in the shanty at lunch.

**9.10** Stewards shall not be removed from any job without consulting the Union.

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

**9.12** The Employer and the steward shall cooperate in all matters covered by this Agreement.

**9.13** Stewards shall have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by an official of the Union.

## **ARTICLE X**

### **HOURS, WORK DAYS SHIFT WORK AND HOLIDAYS**

**10.1** Eight and one-half (8.5) consecutive hours (inclusive of one-half hour for lunch),

shall constitute a regular day's work. An unpaid lunch will be taken approximately half-way through the shift. 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. Start time shall be scheduled between the hours of 6:00am and 8:00am and, upon mutual agreement in a pre-job discussion with the Union, may be scheduled to start as late as 9:30am. Four-tens may also be scheduled Tuesday through Friday in a week in which a holiday falls on Monday.

**10.2** An Employer, at his option, may schedule four (4) ten (10) hour days at straight pay provided the Employer gives notice to the employees and the Union the Friday before a four-ten (4-10) schedule is implemented. The four-ten schedule is to be used from Monday through Thursday, with Friday (not Saturday) utilized as a makeup day in accordance with makeup day requirements. Any work over ten (10) hours a day will be paid at the appropriate overtime rate. All carpenters shall have thirty (30) minutes, undisturbed unpaid lunch in the middle of each shift. Jobs scheduled for four tens shall be worked as four tens for the entire calendar week. Start time on four tens shall be scheduled between the hours of 6:00 a.m. and 8:00 a.m. and, upon mutual agreement in a pre-job discussion with the Union, may be scheduled to start as late as 9:30 a.m. Four tens may also be scheduled Tuesday through Friday in a week in which a holiday falls on Monday.

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

**B.** The first shift shall begin between the hours of 6:00 a.m. and 8:00 a.m. and, upon mutual agreement in a pre-job discussion with the Union, may be scheduled to start as late as 9:30 a.m.; the second shift shall begin between 2:30 P.M. - 6:00 P.M. For Highway Construction work, any work beginning other than between 6:00 a.m. and 9:30 a.m. is second shift. Shifts shall not overlap. An Employer may work a second shift without a first shift.

**10.3** Employees performing work on Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate, with the exception that the Employer may schedule Saturday as a make-up day at straight time due to inclement weather or holiday. Make-up days scheduled due to holiday will be on a voluntary basis for Employees. All work performed in excess of eight (8) hours daily shall be paid at the rate of one and one-half times (1 ½) 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 Regional Office or Local Union Business Representative.

**10.6 Shift Premiums:** In second shift operations, employees shall receive the appropriate wage rate plus:



Northwest Ohio Counties: \$4.50/hour

Northeast Ohio Counties: \$3.00/hour effective 5/1/2023,  
\$3.50/hour effective 5/1/2024,  
\$4.00/hour effective 5/1/2025, and  
\$4.50/hour effective 5/1/2026

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.

**10.8** 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, there is mutual agreement in a pre-job discussion with the Union.

**10.9(A)** Where project owners establish specifications or requirements that limit the days or hours in which work may be performed, or for safety reasons, the employer, after advance notice to the union, may start the workweek after 6:00 p.m. on Sunday at straight time rates. In applying the schedule, Sunday, p.m. will be considered Monday; the following Friday will be considered Saturday, (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh days as to Saturday and Sunday respectively. This schedule shall be applied by the week.

**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 two (2) hour's pay plus benefits for reporting to work unless he has been previously 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. Paychecks 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** In lieu of issuing paychecks, the Contractor shall have the option of utilizing a Direct Deposit Payroll Program for all employees' pay. A paystub is required including itemized deductions. All pertinent payroll information shall be made available to employees in accordance with applicable local, state and federal laws. There shall be no cost to the Employee as a result of the Direct Deposit Program.

**11.7** For contractors not utilizing Direct Deposit Payroll Programs, 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<sup>1/2</sup>) for waiting without requirement of work unless the delay is beyond the control of the Contractor.

**11.8** Layoff: Employees being terminated from employment shall be given one (1) hour's

notice by the Contractor and shall be paid in full for all time due through date of layoff. A Contractor, with an established record of payment of full fringe benefits to a designated depository for a period of 24 months, shall have the right of paying off an employee with their next regular payroll, excluding Saturday, Sunday or holidays. All other Contractors are required to pay off at the time of layoff regardless of what day the layoff occurs, by way of direct deposit, or by mailing a check to the employee's home address, or the union hall, or having a check available for pick up on the same date at the Contractor's office. A penalty of four (4) hours pay shall be paid to the employee for each day said deposit is late.

**11.9** Employees quitting on their own accord, or who are discharged for cause shall be paid on the regular established pay day.

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

**11.11** Wage Rates: The applicable wage sheets covering wage and fringe rates, contribution and deduction rates and classifications are made a part of this Agreement.

**11.12** 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 except in areas where wages and benefits are designated "hours paid."

## **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, lagging, 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<sup>1</sup>/<sub>2</sub>) 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 jettied, 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** With respect to work falling within Pile Driver jurisdiction, the following provisions shall apply and shall supersede any conflicting provision hereinbefore set forth:

- A. Any Employee represented by the Union who is required by an area Employer to leave the Northern Ohio region shall receive the prevailing scale of wages of this Agreement and expenses as agreed upon or the scale of wages of the applicable Agreement in which he is sent to work if that wage rate is higher and the expenses agreed upon. With regard to fringe benefits, when Employees are employed outside the jurisdiction of the Union, it is agreed that the difference between the local contributions and foreign area contributions will be made-up by payments to the Ohio Carpenters' hospitalization, pension and apprenticeship funds with the total money amounting to not less than the contributions. The Employer, however, shall not be required to pay the fringe benefit contributions provided for by this contract in the event the Carpenters' Union in the area not covered by this Agreement has similar fringe benefits and requires that the Employer pay such benefits to that union. However, the Employer shall pay the difference to the Health Plan, Pension Fund and Carpenters' Joint Apprenticeship and Training Program Fund.
- B. A Pile Driver shall be used as a signal man, if required, in the excavation of caissons or cofferdams where concrete foundations or concrete forms are to be installed.
- C. All drilled in and pre-packed pilings or caissons shall be the work of the Pile Drivers. There shall not be less than one (1) Pile Driver on each drill rig except in the following situations:
  - i. No casing is being used (except an inspection casing); and
  - ii. No beams are being placed by the signatory contractor; and
  - iii. There is not more than one (1) laborer on each rig.

- D. Where a retaining wall consisting of soldier beams and lagging is involved, Pile Drivers shall set, drive, cap, burn, weld, measure, cut, nail and tack weld all materials involved. They shall also pull, cut and stockpile the same materials to complete the job.
- E. All drills run by electricity, gasoline, air or steam pertaining to the rigging of tie backs on retaining walls or cofferdams shall be manned by Pile Drivers.
- F. Pile Drivers shall assemble all of their equipment on the job in the performance of their work.
- G. The Employer will determine the number of Pile Drivers to be employed except in the following situations:
  - i. It is agreed that work will not be performed in an unsafe manner in an attempt to avoid employment of additional Pile Drivers.
  - ii. In the event Pile Driver work is performed by any other craft, the Pile Driver crew size will be a minimum of one (1) foreman and four (4) journeymen.
  - iii. On pile tests, Employers shall be required to place at least one (1) Pile Driver on each shift.
  - iv. On cranes or rigs engaged in driving or extracting sheeting or piles, there shall be no less than two journeymen Pile Drivers and a foreman on the crew.
- H. When only one (1) shift is worked in a twenty-four (24) hour period, regardless of starting time, there shall be no shift differential or premium pay.
- I. When a certified welder is required, he shall receive One Dollar and Five Cents (\$1.05) per hour above the journeyman's rate. Obtaining and maintaining the required certification for the work to be done will be the responsibility of and at the expense of the Employee.

### **MARINE ADDENDUM**

**12.3** This Agreement covers all Employees performing any or all of the following work: All pile driving work on which floating equipment is used.

A. **Jurisdiction.**

- i. The construction of all wharves and docks, including the fabrication and installation of floating docks. Also construction of cofferdams and caissons for bridges, viaducts, piers, retaining walls, trestles, including bearing for same, whether constructed of wood or metal. The placing of wood decking in connection with wharves and docks.
- ii. The heading and splicing of wood piling and the making and driving of wood sheeting where a crane is required.

- iii. All field preparation required for piling, tie back or tie rods and the drilling for their installation or removal and including bailing, jetting, pumping or siphoning.
- iv. During pile driving work, all machinery used for handling spuds, anchors or deck lines on floating equipment being used on work under the jurisdiction of the Pile Driver shall be operated by a Pile Driver.
- v. The fabrication and erection of all sea walls and break waters.
- vi. Divers on all underwater construction of bulk heads, wharves, docks, ship yards, caissons, piers, bridges, viaducts and trestles.
- vii. All pile driving work in connection with off-shore drilling platforms.
- viii. On-site fabrication and installation of all subaqueous pipeline that can be installed with marine equipment.

**B. Diving Regulations.**

- i. Any marine diving that may be required in connection with work under the jurisdiction of this Agreement shall be performed by hard hat or scuba divers of the United Brotherhood. A diver will receive a “wet” day for any time in the water up to a maximum of eight (8) hours. All time in excess of eight (8) hours for which a diver dives will be paid according to the appropriate overtime provisions in the Local Agreement.
- ii. When divers are called out, they are guaranteed eight (8) hours of pay at the journeyman’s rate. They shall receive one and one half (1-½) times the journeyman’s rate for any preparatory work, actual time in the water and wrap-up work. They shall be a part of the regular crew when not involved in diving operations.
- iii. When a diver is requested or instructed to use his own gear or make penetration dives, a Financial Agreement between Employer and Employee shall be agreed upon.
- iv. A diver tender shall not be less than a second year apprentice with proper instruction having been received.

**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. The Contractor shall notify employees of job rules, policies, or requirements applicable to the project.

**13.3** **SUBSTANCE ABUSE PROGRAMS** - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property, and to provide a safe working environment. Towards those ends, the Employer and the Union have agreed upon the terms of joint labor management uniform drug/alcohol programs known as the Construction Industry Substance Abuse Program (CISAP) in Northeast Ohio and the Associated General Contractors of Northwest Ohio, Inc. Substance Abuse Policy in Northwest Ohio, copies of which may be obtained from the Employer or the Union and the contents of which are incorporated herein. The purpose of these programs is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all Employees. Any other substance abuse program utilized must meet the Ohio Bureau of Workers' Compensation minimum standards regarding prohibited substances, confidentiality, testing frequency and random testing. The parties agree to comply with any owner-required substance abuse testing requirement. Substance abuse testing on covered members performed pursuant to this paragraph shall be paid or reimbursed to the contractor upon submittal of testing provider invoices properly identifying the members tested by their unique IDs to the following based upon the location of the testing:

Northeast Ohio Counties: Construction Industry Service Program (CISP) at 950 Keynote Circle, Suite 10, Cleveland, Ohio 44131.

Northwest Ohio Counties: Contractors Administrative Fund (CAF) at 1845 Collingwood Blvd., Toledo, OH 43604

Reimbursement requests must be submitted within 60 days of the invoice date.

## **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. No Foreman will be in charge of more than ten (10) Carpenters, including Apprentices.

**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 A. 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.

**15.2 B.** In accordance with applicable OSHA safety & health standards requiring safety training and education, the union shall make available to each union member the 30 hour OTP "Outreach 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 except apprentice must have by the end of their second year. The contractors shall by company policy encourage or require the employee to obtain all training available.

**15.2 C.** All Employees dispatched to and/or employed on a project are required to have successfully completed the 30-hour OTP or an OSHA-approved 30-hour construction safety training program. Comparable safety training shall be renewed and updated every 5 years or the Employee shall be considered unqualified. Verification of valid, updated training must be presented to the employer upon dispatch, hire or request.

**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 available for employees to eat lunch, 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 except consumables such as gloves, safety glasses, hard hats.

**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 free parking in close proximity to the job site. If such parking is not available, the Contractor shall provide transportation from the designated parking area to the job site. If the Contractor is unable to provide free parking or transportation, the Contractor shall reimburse the actual cost of parking, not to exceed \$10 per day.

**15.8** Bond: Each Employer shall be required to post with the Union a Letter of Credit (in the form attached hereto), Cash Escrow or Bond in the following amounts based upon the number of employees employed by each Employer to secure wages, working assessments where such exist, or may come into existence at any time during the period of this Agreement (or the period or periods of any renewal or extension of this Agreement) and the Employer's contributions, including delinquency assessments thereon, and the deductions from the Employee's wages, payable by, or to be deducted by, the Employer as the case may be, under the terms of this Agreement:

<b>Number of Employees</b>	<b>Amount of Bond, Cash Escrow, or Letter of Credit</b>
1-10	\$25,000
11-25	\$75,000
26-40	\$150,000

All surety bonds to be furnished under this Section shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in form satisfactory to The Union. The foregoing notwithstanding, any Employer who (i) signs this Agreement, (ii) does not presently have a bond and (iii) is not a “Continually Delinquent Employer” (as herein defined) shall not be required to post a bond; provided, however, that the Union shall have the right to place a steward on all of the jobs of such exempt Employers; and provided further that should any such employer become a “Continually Delinquent Employer” (as herein defined) or refuse to allow the Union to place a steward on its jobs, such Employer shall lose its exempt status and shall be required to immediately post the required bond. As used herein, the term “Continually Delinquent Employer” shall mean an Employer who has failed to remit all contributions required by the Agreement by the last day of the month following the month in which work was performed for either (i) two (2) consecutive months or (ii) for three (3) non-consecutive months in any single twelve (12) month period. Whenever an Employer is delinquent, a representative of the Union may halt the Employer’s work, after approval of the Union’s Executive Committee, without said work stoppage being considered a breach of any of the provisions of this Agreement.

**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** 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.

**15.11** 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 become signatory to this Agreement.

**15.12** 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 two dollars (\$2.00) per hour for all hours worked on any day in which he/she is assigned to weld by the Employer.

## **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 the board of trustees of the Ohio Carpenters Joint Apprenticeship and Training Fund (“Apprenticeship Fund” or “JATC”), which has 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 (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and one (1) Apprentice for two (2) Journeyman Carpenters for additional Apprentices employed. Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

**16.4** The Employer supports the establishment of the United Brotherhood of Carpenters International Training Fund, 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.

**16.6** First period (0-6 month) apprentices are to receive health contributions and receive pension and annuity contributions starting in the second period.

## **ARTICLE XVII 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 the applicable wage sheet(s), which are fully incorporated by reference herein. 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 the applicable wage sheet(s) and may only be changed upon a written notice from the Union to the parties to this Agreement at least forty-five (45) days in advance of any wage adjustment due under terms of this Agreement with the exception of the initial changes after execution of this Agreement and successor Agreements hereto. 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 Benefit Funds on a form or program 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 the applicable wage sheet(s), which are fully incorporated by reference herein.

**17.7** Apprenticeship: Apprenticeship Fund payments shall be made as provided under the applicable wage sheet(s) which are fully incorporated by reference herein and the same provisions and regulations shall apply to the Apprenticeship Fund payments as those applied to the Health and Welfare and Pension Fund payments.

**17.8** Carpenters Training and Promotion LMCC: Carpenters Training and Promotion LMCC: LMCC Fund payments shall be made as provided in the applicable wage sheet(s) which are fully incorporated by reference herein and the same provisions and regulations shall apply to the LMCC payments as those applied to the Health and Welfare, Pension and Apprenticeship Fund payments. Rate of Fringe Payments: Fringe payments and Apprenticeship Fund payments are to be paid on the basis specified in the applicable wage sheet(s) which are fully incorporated by reference herein.

**17.9** If during the life of this Agreement the Employer is required by law or otherwise to increase the hourly pension and/or health and welfare contribution payment amounts provided for in Article XVII of this agreement, such increase shall be offset by reduction of an equal amount from the wages component of the total hourly rate, as provided for in the applicable wage sheet(s) throughout the life of this agreement.

## **ARTICLE XVIII DUES CHECKOFF**

**18.1** The Participating Employers shall deduct the sum of three and half percent (3.5%) of gross wages paid for every employee who has signed a dues authorization form for the Regional Council. All dues deductions shall be in force from date of hire. It is understood and agreed that if any carpenter employee wishes to make a voluntary contribution of three cents (\$0.03) per hour for each hour worked to Committee on Political Education (COPE), and

authorizes the Employer to make such a deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contributions from the earnings of such employee and agrees to transmit them along with other fringe benefits and deductions to a central depository as determined by the union. PAID hours are the quotient of total gross wages divided by the hourly rate of pay for one regular hour WORKED.

**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 INDUSTRY SERVICE FUNDS**

**19.1** Each contractor bound by this Agreement or otherwise subject to its terms shall pay the appropriate industry service fund identified in the applicable wage appendix. The approved industry service funds are as follows: Construction Industry Service Program (CISP), Contractors Administrative Fund (CAF), Construction Advancement Program of Eastern Ohio and Western Pennsylvania (CAP), Construction Industry Development Board (CIDB), and The Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc. (OVCEC CAP).

**19.2** 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 Funds.

**19.3** It is further understood and agreed by and between the parties that the approved industry service funds, or their duly authorized representatives shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to all payment obligations due in accordance with Article XIX.

## **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  
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 XXII  
DURATION AND TERMINATION  
OF AGREEMENT**

**23.1** The provisions of this Agreement shall become effective on the 1st day of May, 2023, and continue in force and effect through April 30, 2028 and thereafter from year to year until terminated at the option of the Union or Associations Bargaining Committee by giving written notice to the other party at least sixty (60) days prior to April 30, 2028, 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, 2023.

INDIANA/KENTUCKY/OHIO REGIONAL  
COUNCIL of CARPENTERS

THE CONSTRUCTION EMPLOYERS  
ASSOCIATION, ASSOCIATED  
GENERAL CONTRACTORS OF  
NORTHWEST OHIO, BUILDERS  
ASSOCIATION OF EASTERN OHIO and  
WESTERN PENNSYLVANIA

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Michael J. Kwiatkowski  
Executive Secretary-Treasurer

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Tim Linville  
Authorized Representative



**ACCEPTANCE OF AGREEMENT  
2023-2028 Highway-Heavy**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Construction Employers Association, Associated General Contractors of Northwest Ohio, Builders Association of Eastern Ohio and Western Pennsylvania, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Construction Employers Association, Associated General Contractors of Northwest Ohio, Builders Association of Eastern Ohio and Western Pennsylvania with the Indiana/Kentucky/Ohio Regional Council of Carpenters, of the United Brotherhood of Carpenters and Joiners of America, including all 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

---

Street

---

City

State

Zip Code

---

Company Phone Number

Ohio Workers' Compensation No.

---

Authorized Company Representative Name

Title

---

Signature

Date

---

Authorized IKORCC Representative Name

Title

---

Signature

Date

---

Witness





**ACCEPTANCE OF AGREEMENT  
2023-2028 Highway-Heavy**

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Name of Company		
Street		
City	State	Zip Code
Company Phone Number	Ohio Workers' Compensation No.	
Authorized Company Representative Name	Title	
Signature	Date	
Authorized IKORCC Representative Name	Title	
Signature	Date	
Witness		

Mail to:

THE CONSTRUCTION EMPLOYERS ASSOCIATION  
950 Keynote Circle, Suite 10  
Cleveland, Ohio 44131  
(216) 398-9860



**ACCEPTANCE OF AGREEMENT  
2023-2028 Highway-Heavy**

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Name of Company		
Street		
City	State	Zip Code
Company Phone Number	Ohio Workers' Compensation No.	
Authorized Company Representative Name	Title	
Signature	Date	
Authorized IKORCC Representative Name	Title	
Signature	Date	
Witness		



**ACCEPTANCE OF AGREEMENT**  
**2023-2028 Highway-Heavy**

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Name of Company		
Street		
City	State	Zip Code
Company Phone Number	Ohio Workers' Compensation No.	
Authorized Company Representative Name	Title	
Signature	Date	
Authorized IKORCC Representative Name	Title	
Signature	Date	
Witness		



**INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS**

**Michael J. Kwiatkowski**

*Executive Secretary Treasurer*

771 Greenwood Springs Drive

Greenwood, Indiana 46143

Phone: (317) 807-5722 • Fax: (317) 807-5729