

AGREEMENT BETWEEN

EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS
LOCAL UNION #436 AND SUCCESSORS;

AND

THE PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.
PARKERSBURG, WEST VIRGINIA

EFFECTIVE DATE: DECEMBER 1, 2019
TERMINATION DATE: NOVEMBER 30, 2022

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**ARTICLE I
PREAMBLE**

THIS AGREEMENT is made and entered into this first day of December 2019, by and between the Parkersburg-Marietta Contractors Association, Inc. of Parkersburg, West Virginia and Vicinity, as Party of the First Part, and the Carpenters Local Union Number 436, affiliated with the Eastern Atlantic States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (UBCJA), as Party of the Second Part.

WHEREAS, the employer hereby recognized and acknowledges that the Union signatory hereto is the exclusive representative of all employees in the classifications of work covered by this agreement for the purpose of collective bargaining, as provided by the Labor- Management Relations Act of 1957, as amended.

WHEREAS, the parties hereto are mutually desirous of preventing strikes and lockouts and of facilitating peaceful adjustments of grievance and disputes which may arise between the contractors and the unions; and to aid in securing for the contractors sufficient skilled workmen at all times and to provide continuous employment or labor, insofar as possible, in accordance with the conditions and for wages hereinafter agreed upon: and

WHEREAS, the parties hereto are further desirous of stabilizing conditions in the construction industry in order that construction costs may be as low as possible, consistent with fair wages and working conditions, of preserving and continuing the past friendly relations between the parties hereto, and to establish appropriate procedure by which the ends may be accomplished.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and in order to accomplish the purpose herein above set forth, the parties hereto have agreed, each with the other, and do hereby agree as follows:

**ARTICLE II
UNION RECOGNITION**

The provisions of the Agreement shall govern the employment of and the conditions under which Carpenters shall work and the work Carpenters shall embrace all the branches of the trade coming under the jurisdiction of the Eastern Atlantic States Regional Council of Carpenters UBCJA, and engaged in building construction in the following geographical area:

All of the following counties in the state of West Virginia: Wood, Wirt, Calhoun, Ritchie, Pleasants, Tyler, Wetzel and all parts of Marshall County located south of 39° 46' latitude.

All above counties stated herein bordering the Ohio River, shall include the bed, bank, and shores of the river.

TRADE AUTONOMY

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the handling, milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal or fiber, all shingles and siding, the erecting and dismantling of machinery and the

manufacturing of all wood materials, the fabrication of all material where the skill, knowledge and training of a Carpenter is required, either through the operation of machinery or hand tools. The Carpenters claim all new materials traditionally used by members of the Brotherhood.

LATHERS

1. The undersigned mutually agree to accept, effective June 1, 1982, the working agreement between Carpenters Local Union #436 and Lathers Local Union #124L in which are not members of the Local Union #889, Parkersburg, West Virginia, an affiliate of the Eastern Atlantic States Regional Council of Carpenters and the Parkersburg-Marietta Contractors Association, Inc.

2. The Agreement referred to above will cover the territorial jurisdiction of Lathers Local Union #124-L as outlined in Lathers Local Union #124-L Working Agreement which terminated May 31, 1982. This territorial jurisdiction will hold true unless it is changed by mutual agreement between the surrounding Local Unions, Regional Councils, or International Unions.

3. Employees historically performing work under a Collective Bargaining Agreement where they were classified as Journeyman Lathers, Lather Foreman, and Lather Apprentices will be covered by the Collective Bargaining Agreement referred to in Paragraph one and will be classified as Journeyman Carpenters, Carpenter Foreman, and Carpenter Apprentice. These Apprentices will be covered by an appropriate training program.

4. Traditional Lathing, that is, metal and gypsum lath, metal framing, and sexing of accessories for same, historically assigned to the bargaining unit described in paragraph three above, will, on and after June 1, 1982, be assigned to the employees covered by this agreement. The employer in making work assignments and work allocations and the Union in making job referrals involving such traditional Lathing as described herein, must give priority to employees formerly represented by Lathers Local Union# 124-L provided such employees are available.

ARTICLE III MANAGEMENT RIGHTS

PRODUCTIVITY CLAUSE

There shall be no limit on production by workmen nor restrictions on the full use of contractors' tools or equipment with the craft trade involved. Slow Downs, standby crews and feather bedding will not be tolerated.

Except in the case of emergencies or as directed by the Employer, the use of personal pagers, cellular telephones, and other electronic communication devices shall be prohibited during work hours. The use of the above-stated items shall not be restricted during recognized break times. In the event of family illness or pregnancy, Employees shall be permitted to carry such devices provided they notify the Employer regarding these circumstances. The abuse or misuse of the above-stated devices will be cause for written reprimand in the first offense, and cause for dismissal in the second offense.

MOST FAVORED NATIONS

The Union agrees that if it enters into a general collective bargaining agreement with another Employer or group of Employers covering employees for any geographical region of this Agreement, for the

type of work covered by this Agreement, which grants said Employers(s) any more favorable terms and/or conditions than those contained in this Agreement, the Union shall notify the Parkersburg-Marietta Contractors Association, Inc (PMCA) of this fact and the Union will automatically extend such more favorable terms and/or conditions to Employers covered by this agreement for the same corresponding geographical regions, provided that the (PMCA) seeks the more favorable terms.

Additionally, the Union agrees to provide workers to Employer or Employers when the above described conditions apply.

Note: This provision is not intended to apply to International Agreements (i.e. NMAPC, GPA), shop agreements or residential agreements.

ARTICLE IV UNION RIGHTS

UNION SECURITY

SECTION 1. All employees who are members of Local Union #436 on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All employees who are not members of Local Union #436, and all persons who hereafter become employees shall become members of the Union in good standing on the 8th day following the beginning of their employment or on the 8th day following the effective date of this Agreement, whichever is the latter, and shall thereafter continue their membership in good standing as a condition of continued employment. The conditions of this section are applicable where allowed by state and local laws.

SECTION 2. In accordance with the Civil Rights Act of 1964, Title VII, Executive Orders 11246 and 11375, Equal Employment Opportunities, all contracts shall include a clause which states that the Contractor and the Union shall not discriminate against any employee or applicant for employment because of Race, Religion, Color or National Origin and that Contractor and the Union would take affirmative action to insure that his employees shall not be discriminated against in any manner during the term of employment.

SURETY BOND PROVISION

The Union may require those Employers who have not maintained an established office in the jurisdiction of the Eastern Atlantic States Regional Council of Carpenters for five (5) years or more or who are not previously a party to an Agreement with the Union or who are delinquent or who become delinquent in payment to fringe benefit funds provided by this Agreement to procure and pay the premium for delivery to the Union of a Bond written by a responsible surety company in the sum of Twenty-five Thousand dollars (\$25,000.00) plus any existing delinquencies due said fringe benefit funds guaranteeing the payment of all wages and fringe benefits due employees under this Agreement and all payments and penalties due as provided in this Agreement.

PRE-JOB CONSTRUCTION CONFERENCES

Pre-job construction conferences will be held on all jobs if the basic bid cost is in the amount of one million dollars (\$1,000,000.00) or more. There shall be no man sent to any job until a pre-job conference has been held or requested by the Contractor, when these conditions apply.

JOB SITE CONTRACTING

No contractor shall subcontract or assign any of the work which is to be performed at a job site to any contractor, subcontractor or other person or party who does not comply with all the terms of this Agreement.

All contractors that are signatory to the agreement along with any subcontractors that are of their responsibility shall assign work according to Impartial Jurisdictional Disputes Board for the Construction Industry and areapractice.

On any project that has any Building Trades work the Service Representatives will have access to the job.

WORK BREAKS

Carpenters and piledrivers under the jurisdiction of Local Union #436 shall be afforded two (2) ten-minute breaks at their work stations - one ten-minute break in the a.m. and one in the p.m. It is understood that breaks will not constitute or create a general work stoppage and will not interfere with the normal progress of the work. Under no circumstances shall the employees return to their change shanty for this privilege. If work station environment is not suitable for the employees break, then special arrangements will be made between the Business Representative and the Employer. It is further understood that breaks in the a.m. and p.m. will not exceed ten minutes.

ARTICLE V NATIONAL WORK RULES

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foreman, the employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the employer may select such men from other areas. Foremen and general foremen shall take order from individuals designated by the Employer.
2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.
3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.
4. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.
5. Practices not a part of terms and conditions of collective bargaining agreements will not be tolerated.
6. Slowdowns, standby crews and featherbedding practices will not be tolerated.
7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.
8. There shall be no illegal strikes, work stoppages or lockouts.
9. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and Holidays excluded), the Contractors shall be free to obtain workmen from any source.
10. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreement. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the Crafts and number of men to be assigned to each of the shifts so established.

ARTICLE VI WORKING HOURS, SHIFTS, OVERTIME, HOLIDAYS AND REFERRAL PROCEDURE

SECTION 1. WORKING HOURS

(a) Eight (8) hours shall constitute a day's work for the first five (5) days of the week, Monday through Friday, time to be made between 8:00 a.m. and 12:00 noon; and 12:30 p.m. to 4:30 p.m. Members shall leave the tool room or shop at 8:00 a.m. and 4:30 P.M., however, changes in work hours not to exceed a regularly scheduled eight (8) hour day may be made by mutual agreement between the Employer and the Union. It is understood that men shall be back to change room or shop for lunch at 12:00 noon but not before. Also, all employees will recognize the need for cleanliness on the job and will use waste cans provided for paper and rubbish.

SECTION 1(b) A four (4) day, ten (10) hour work week may be established Monday through Thursday if agreed upon by the employer and the union. Starting time shall be between 7:00 AM and 8:00 AM with one half (1/2) hour (30 minutes) unpaid lunch at the midpoint of the shift. However, changes in work hours may be made by mutual agreement between the employer and the union. All work performed in excess of ten (10) hours per day will be paid at the applicable over time rate.

Employees who are referred for employment on a four (4) day-ten (10) hour schedule, and have worked less than forty (40) hours, (from the date of hire to the date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

Under a four (4) day, ten (10) hour work schedule, Friday shall be used as a make-up day for inclement weather only.

SECTION 2. SHIFT WORK

1ST SHIFT - 8 hours work at regular rate of pay

2ND SHIFT - 8 hours work at regular rate of pay plus one-dollar (\$1.00) differential

3RD SHIFT - 7 hours work for 8 hours at regular rate of pay

CLARIFICATION AS FOLLOWS, Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the three-day minimum shift work period. (Example: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday). The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift on Friday. The first or day shift shall work a regular eight (8) hour shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus two dollars (\$2.00) per hour. Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three (3) shifts are worked, the day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at the regular rate

plus two dollars (\$2.00) per hour. The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate plus two dollars (\$2.00) per hour. Any time worked in excess of the above-mentioned shifts shall be paid regular rate plus two dollars times one and one-half. When three shifts are worked, the work week shall start at 12:01 a.m. Monday.

When due to the occupancy or use of the premises by the Owner or Occupant, eight (8) hours of work cannot be scheduled within the regular work day (8:00 a.m. to 4:30 p. m.) other hours may be established by the Employer to constitute a regular day's work at the regular hourly rate, plus two dollars (\$2.00) differential.

No member shall be permitted to work on more than one (1) shift during any twenty- four (24) hour period. Employees working in excess of two (2) hours overtime shall be fed on the job at the expense of the Contractor and shall be compensated at the applicable overtime rate.

All carpenters or pile drivers required to call at the shop or pick up materials in the morning, such as clamps, nails lumber, etc., must strictly observe the eight (8) hours - 8:00 a.m. to 4:30 p.m. Men will not be required to pick up brass before going to work.

SECTION 3. OVERTIME:

Overtime is to be paid at 1 1/2 times the hourly rate, except for Sundays and holidays, which shall be paid at 2 times the hourly rate.

Overtime shall be defined as work performed before or after men have completed their regular hours of labor, and shall be compensated at the applicable rate of pay. Anytime overtime work is to be performed, the foreman shall notify the job steward as early as possible. Any practice of placing men on a first shift as a subterfuge in order to carry a second shift or third shift and thereby eliminate the payment of overtime rates is not permissible.

SECTION 4. HOLIDAYS:

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In order to convey the true meaning of patriotic spirit associated with Veterans Day, any Employee covered by this Agreement may absent themselves from work on Veterans Day without prejudice by the Employer, provided that the Employee give no less than 24 hours' notice to the Employer of his/her intention to do so. If a holiday falls on a Saturday, no holiday shall be observed. If a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property.

SECTION 5. REFERRAL PROCEDURE: The Employer has executed a referral procedure with the Union. Copies of that procedure are made a part hereof by reference and are available at the Carpenters Union Hall.

SECTION 6 LOCAL, STATE AND NATIONAL ELECTIONS: Employees working at the trade of carpentry shall be allowed time off to vote, provided the person notifies the contractor in accordance with state law governing same.

ARTICLE VII PAYDAY AND LAYOFFS

SECTION 1. PAY DAY: All carpenters and piledrivers of Local Union #436 shall be paid every week in cash or via payroll check on the job or in the shop within one (1) hour prior to the end of the shift, or via direct deposit.

Employers may withhold, where necessary a reasonable amount of wages due to enable them to prepare the payroll not to exceed three (3) working days with pay day -being paid within one (1) hour prior to the end of the shift and no later than Friday, and must show all deductions from individuals pay on check stubs, also if paid in cash, given a slip showing record of deductions. "Note" Payroll checks accepted only if agreed to by Service Representative and Contractors.

Carpenters and piledrivers to be paid straight time for waiting on pay after regular scheduled pay period, except for an emergency outside of Employer's control.

SECTION 2. LAYOFF REQUIREMENTS: When members under the jurisdiction of Carpenters Local Union #436 are laid off or dismissed, they shall be paid off in cash or payroll check one (1) hour before the end of the regular shift, and shall leave the job; if an employee is required to remain on the job he shall be paid at one and one-half time the regular rate of pay.

ARTICLE VIII GRIEVANCE PROCEDURE

All grievances with respect of interpretation of any terms of this Agreement with the exception of wages, jurisdictional dispute and or fringes are to be promptly processed and settled in accordance with the provisions of this section.

Should any difference arise between the employer and an employee, as to the meaning and application of the provisions of this Agreement, there shall be no suspension of work on account of such difference caused by either the employer or the union, and the conditions in effect prior to the time the differences arise shall continue by the parties, but such differences shall be settled in the following manner:

1. Should grievances arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such grievance on the job.
2. All grievances whether initiated by the Union, the Employer, or an employee that cannot be settled on the job site must be submitted in writing within three (3) working days to the Employer and the Union from the day upon which the events creating the grievance arose or were first discovered by the grievant, whichever is later.
3. In the event the Union representative and Employer and/or Employer representative cannot arrive at a satisfactory solution within the time limit of two (2) working days then the matter will be referred to a Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union of which will be one (1) representative for the Local Union territory that grievance is in and one (1) representative from the Regional Council. The Joint Committee shall meet within two (2) working days from the time the matter was referred to them if the matter is not resolved within two (2) working days after the joint Committee meets, the case will then be submitted to the International

Brotherhood of Carpenters and Joiners of America for settlement.

4. Carpenters or piledrivers will be subject to agreement of records or rules set forth by the Joint Board settlement for jurisdictional disputes.

ARTICLE IX TOOLS, TOOL SHED OR ROOM

SECTION 1. The company shall furnish all files needed to keep tools in good condition. Drywall and carpet contractors shall furnish drywall and carpet knife blades.

SECTION 2. In case of an emergency, if the contractor, builder or owner requires carpenters or piledrivers to work in inclement weather, the contractor, builder or owner shall furnish boots, raincoats and hats that are sanitary to the public health requirements, and when carpenters or piledrivers are required to wear safety helmets, the contractor shall furnish them with the winter liners. All carpenters and piledrivers are to return to the Contractors in reasonable condition all safety equipment or be held responsible for same, normal wear and tear to be exempt.

SECTION 3. The employer shall furnish suitable drinking water with ice between April 1st and November 30th and at other times when deemed necessary by mutual agreement between the Employer and the Union. A suitable facility to the carpenters shall be provided for the carpenters to change clothes and store their tools and for eating quarters on each job of sufficient size and length to justify the same, under no circumstances shall materials be stored therein, carpenters shall at the close of each day place their tools in said tool house, and no other storage place will serve a protection in case of fire, theft or flood. This tool house room or shanty shall be properly heated from October 1, to May 1, and light shall be furnished when necessary.

SECTION 4. The Employer will be held responsible for tools or clothes lost through fire or theft after working hours. Should any carpenter or piledriver, after taking proper precautions as to the above and abiding by same, lost any articles he shall at once notify the Shop Steward who will in turn consult the Service Representative of the Local Union, who shall proceed as soon thereafter as possible to the job and assist the member in making up an itemized list of lost articles. The member shall prepare an itemized list with cost of same making affidavit before a notary public of cost of same, and present this affidavit to the Employer, who will be compelled to reimburse either with tools or money. The employee will furnish the employer itemized list of tools in his possession when hired, prior to starting work the company and the employee will work together in making this list. Under no circumstances is Local Union to be responsible for loss, but will hold Employer to account for same.

SECTION 5. No member of this organization shall furnish either benches, clamps, or hand screws nor shall he furnish any power-driven tools or any equipment that is not regarded as journeyman's tools. The cabinet maker or bench rids shall not furnish glue pots, clamps or hand screws, nor shall they furnish any special tools outside those necessary for said branch of the trade. Contractor agrees that he not require any carpenter to furnish such.

SECTION 6. Sufficient time of not less than ten (10) minutes shall be allowed for carpenters and piledrivers to store tools before quitting time in the proper tool boxes or chests.

ARTICLE X FOREMEN AND PILEDRIVERS

SECTION 1. FOREMEN: On any job where three (3) or more Carpenters are employed, one (1) shall act as Foreman and shall receive the Foreman's rate of pay. When aggregate of eleven (11) Journeymen and/or Apprentices are employed, the Foreman shall not be required to work with the tools of the trade and shall only work in a supervisory capacity. The above ratio will be utilized as more Journeymen and/or Apprentices are employed. The Carpenter Foreman shall not supervise more than ten (10) Journeymen and/or Apprentices and this shall constitute a crew. For each three (3) Carpenter crews, there shall be one (1) General Foreman. The Contractors reserves the right to designate that the Foreman provide only supervisory duties prior to reaching the eleventh (11th) man.

SECTION 2. PILEDRIVERS: Four (4) men and one (1) foreman shall constitute a crew and shall include not more than two (2) welders, and additional welders shall not be considered in the piling crew. The foreman shall at no time do the work of a piler. All loading or unloading of pile rigs and equipment shall be done by pilers. Contractors shall be required to furnish ample weatherproof tool sheds, properly locked buildings to be large enough to allow for tools, storage, and eating quarters. Stove to be installed when necessary, buildings to be equipped with sufficient light and to be for the exclusive use of the pilers only. The quarters are in no instance to be used for storage purposes.

SECTION 3. All pilers called from or sent from the district by the Service Representative or other authority shall be furnished transportation to the jobs by the contractors. All tools whatsoever necessary to perform a day's work shall be furnished by the company. Contractors shall be required to furnish all welding and burning equipment, such as welding helmet and hood, burning goggles, or glasses, welding gloves, leather sleeves, leather jackets, or any other items needed to perform welding or burning. Further, if any carpenter or piler is working in materials that are injurious to hands and to skin he shall be furnished working gloves. All equipment necessary for protection, such as boots, raincoats, hats, etc., shall be furnished by the company, and shall meet sanitary conditions. It is also understood that the carpenters and pilers will exercise reasonable care in the use of such equipment and shall return same to the contractor upon termination. Further it is also understood that the carpenters and pilers will not furnish any of the above articles or be subject to charges.

SECTION 4. In addition to work, the following is claimed by and should be done by members of this organization: Plank and pole "H" beams, concrete poured or precast sheet and pipe pile, and shell piling, handling, cutting, and welding of all piers, pilers to perform all weight tests on shell piling. Building of runways, all cribbing, boring test holes for pile foundations, driving retainers or piling for all river work, or boat landings and levees.

SECTION 5. Work hours and conditions heretofore set forth in other articles shall apply to pilers.

SECTION 6. Pilers to open and shut valve when it pertains to their work. Cutting and burning piling to be done by pilers.

High pay differential for pile drivers shall be the same as for carpenters.

ARTICLE XI STEWARDS

SECTION 1. The stewards on any job must be a member of the local union covering jurisdiction in area where work is performed. This provision can be altered at the discretion of the Service Representative.

At no time shall any contractor discharge a shop steward without first obtaining permission from the Service Representative of Local Union. In the event a steward is discharged without the company complying with the above; it shall be the duty of the Service Representative to investigate.

This section to apply to all stewards under the jurisdiction of the Eastern Atlantic States Regional Council of Carpenters.

SECTION 2. The Contractor shall not be required to assign work solely on the basis of any other craft claims, but shall assign disputed work by rules set forth by Joint Board or decisions of record.

The Union and the employer agree to be bound by the decisions and procedures of the Joint Board.

SECTION 3. Should any carpenter become ill or meet with an accident while at work, the steward shall be allowed to secure the necessary medical care, take care of his tools during his absence, and if necessary, transport his tools to his residence.

It shall be the duty of the steward to check all new employees before they begin work. The steward shall receive pay for the time lost while attending these duties. A steward shall be on the job at all times when carpenters are working, and he shall have sufficient time to take care of the Union activities. On jobs that are shut down for any reason by the Contractor, the steward on the job when closed down must be the first man called back when work is resumed after the foreman is replaced.

SECTION 4. First non-supervisory man/woman on the job shall be the steward and shall be appointed or placed by the Service Representative. This section is to apply to all carpenter stewards under the jurisdiction of Local Union #436.

**ARTICLE XII
WAGES, CONTRIBUTIONS, DEDUCTIONS**

SECTION I. The rate of wages for employees of Local Union #436 shall be as follows:

Commercial and Industrial Work

	12-1-19	12-1-20	12-1-21
Journeyman (base)	\$28.40	+ \$2.00	+ \$2.00
Carpenter Foreman (base +)	+ \$2.50		
General Foreman (base +)	+ \$3.00		
Pile Driver (base)	\$28.90	+ \$2.00	+ \$2.00
Pile Driver Foreman (base +)	+ \$2.50		
Pile Driver Gen Foreman (base +)	+ \$3.00		

FRINGES

Health and Welfare	\$8.50
Pension	\$9.81
Annuity	\$3.84
Apprenticeship Fund	\$.50
Carpenters International Training Fund	\$.10
TOPS (Substance Abuse Program)	\$.10

Total package increases shown above. Refer to current wage sheet for specific fringe benefit contribution breakdowns.

DEDUCTIONS

Working Assessment	- 4.9%
ACT/BT/CAP	- \$.50
PAC	- \$.10

Total Package (using Journeyman base rate)	\$51.25	\$53.25	\$55.25
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Fringes: **Hours worked** for Commercial work, and **hours paid for** Industrial work.

***Please note:** Health and Welfare and Pension contributions should be submitted to: WV Carpenters Benefit Trust/American Benefit Corporation, 3150 US Route 60, Ona WV 25545 (304 525-0331). All other fringes and deductions should be made payable to: Carpenters Contribution Account and mailed to CCA/PNC Bank, PO Box 640879, Pittsburgh PA 15264-0879 (412 922-5330).

PREMIUM RATE OF WORK AND REPORTING PAY

SECTION 1. HIGH WORK: Workmen employed on scaffold work, shafts, elevators, open structures or hazardous work, etc., shall be paid a premium rate of one-dollar (\$1.00) per hour above the regular scale or wages, after work has reached the height of forty (40) feet from a firm base.

Carpenters and pile drivers who are upgraded in pay during a shift, shall be paid for the complete shift regardless of the time the upgrading began, if upgraded for 4 hours or more.

After job is made safe by Piling or Shoring to ensure the safety of Carpenters or Pile drivers employed the premium rate shall not apply.

SECTION 2. WELDING AND BURNING: The Employer agrees to furnish, as his expense, suitable gloves, capes, helmets, goggles, etc. The Employee agrees to return same to the Employer. Welders and Burners shall receive a differential rate of one dollar and twenty-five cents (\$1.25) per hour above the Journeyman or Apprentice scale of wages while performing these duties. Welding and burning shall be considered a tool of the trade, when such process is used to perform the work of the Carpenters trade.

SECTION 3. REPORTING PAY: Any member reporting for work shall be given two (2) hours reporting time regardless of weather, providing he stays on the job to qualify. If work is performed beyond the two (2) hours reporting time but less than four (4) hours, the Carpenter or Pile drivers shall receive not less than four (4) hour's pay.

When Carpenters or pile drivers are requested by the Contractor or Employer, and are not put to work by the Contractor or Employer, that Contractor or Employer shall be required to pay carpenters or pile drivers sent out two (2) hour's pay. This section applies to workmen being hired or rehired.

If Carpenters or pile drivers are requested on prior day they shall report for work at regular starting time. If requested for same day service, men shall be paid from regular starting time providing they arrive at the job as soon as possible but prior to lunch time.

The Unions agree to furnish skilled workmen to Contractors upon forty-eight (48) hours request, Saturdays, Sundays and holidays excluded.

FRINGES AND CONTRIBUTIONS

SECTION 1. HEALTH AND WELFARE: The Contractor agrees to contribute to the Health and Welfare Fund the sum of Eight Dollar and Fifty Cents (\$8.50) per compensable hour worked.

SECTION 2. PENSION FUND: The Contractor agrees to contribute to the Pension Fund the sum of Nine Dollars and eighty-one cents (\$9.81) per compensable hour worked by all employees covered by this agreement. The contribution of the employer shall be used to provide pension benefits to eligible employees and the organization and administration expenses of the Pension Fund.

SECTION 3. ANNUITY: Further in addition to the aforementioned rates in Section 1 and 2, the contractor agrees to contribute to the Greater Pennsylvania Carpenters' Annuity and Savings Fund in care of the Carpenters' Combined Funds Inc., 650 Ridge Road, Pittsburgh PA Suite 300, 15205, the sum of Three Dollars and eighty-four cents (\$3.84) per compensable hour worked. Annuity contributions shall be adjusted as needed yearly at the anniversary date of then negotiated wage increase.

The said health and welfare and pension funds shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of the employers and the union, which agreement and declaration of trust shall conform to all requirements of law. A copy of said agreement and declaration of trust, together with any amendments thereto shall be considered as part of this agreement though set forth here at length.

(For the purpose of obtaining the necessary actuarial information and advice for the proper and successful development of the plan and the administration to the pension fund, the union representatives shall and are authorized to select a pension consultant whose compensation and the method of payment thereof shall be agreed to by the Union and employer trustees.)

The pension plan shall qualify under the appropriate provisions of the Internal Revenue Code so as to ensure employer contributions thereto will be deductible as a business expense.

The employer agrees to furnish to the trustees with each payment a written statement setting forth the names of the members covered by the payment, the period covered by such payment, and any other pertinent data required by the trustees in a manner and form designated by the trustees.

Failure by the employer to pay to the trustees the amounts due from him shall be deemed a breach of this agreement by the employer. The union shall have the right to enforce the collection thereof against the employer in the same manner as payment of wages directly due from the employer to his employees.

The trustees who will administer the health and welfare and pension trust funds shall be elected by and designated by the Eastern Atlantic States Regional Council of Carpenters and the others shall be elected and designated by a majority of the employers who are parties to contracts and agreements with the Eastern Atlantic States Regional Council of Carpenters similar to the present contract.

SECTION 4. APPRENTICESHIP CONTRIBUTION: The Contractor agrees to contribute to the Apprenticeship & Training the sum of Fifty Cents (0.50) per hour for each compensable hour worked, to be deposited in bank designated by the Eastern Atlantic States Regional Council of Carpenters.

SECTION 5. CARPENTERS INTERNATIONAL TRAINING FUND: The Employer agrees to contribute to the UBC Health & Safety Fund, the amount of Ten cents (10¢) per compensable hour.

SECTION 6 TOPS - PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL & DEVELOPMENT FUND

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Educational and Development Fund (TOPS); a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development, and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which a payment is made. This contribution should be sent to **Peoples Bank, 3411 Emerson Avenue, Parkersburg, WV 26101** (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

SECTION 7. CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION (CAP)

There has been established a Trust known as the "Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc." referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section B of this Article.

The Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual employee the sum of twenty-seven cents (\$.27) per hour for each hour worked and the Union shall deduct through the normal dues check-off system for each member the sum of twenty-five cents (\$.25) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program.

In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated.

The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of recognition by employers of construction labor of the servicing every phase of Labor-Management relations.

Specifically, the monies collected by the Fund shall be used as follows:

- Employer expenses incurred in the promotion of stability of relations between labor and management.
- Employer expenses incurred in maintaining facilities for adjustment of grievances
- Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtains the highest standards of such construction service.

The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike. responsibility of collectively sharing the defraying cost of conduction, administering, and

It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

It is understood that Construction Advancement Program funds on work performed in the counties listed above that comprised the former Carpenter Local 518 will be remitted by the Union to the Construction Employers Association of North Central West Virginia at the rate of thirteen cents (\$.13) per hour. The counties that made up the former Carpenters Local 518 are Wetzel, Tyler, Pleasants and all parts of Marshall County located south of latitude 39°46'.

SECTION 8. EMPLOYEE DEDUCTIONS:

Working Assessments: The contractors agree to deduct on every hour of wages worked by employees covered by this agreement, the sum of 4.9% of gross wages paid per hour worked. Refer to Section 1 of this Article for submittal information.

ACT / BT / CAP: It is further agreed that the employer will deduct from the aforementioned wages, fifty cents (\$.50) per hour worked for Affiliated Construction Trades, Building Trades Dues, and Construction Advancement Program of the Parkersburg-Marietta Contractors Association. Refer to Section 1 of this Article for submittal information.

PAC: It is further agreed that the employer will deduct from the aforementioned wages, ten cents (\$.10) per hour worked for the Political Action Committee. Refer to Section 1 of this Article for submittal information.

ARTICLE XIII APPRENTICES AND APPRENTICE RATES

SECTION 1. APPRENTICES: The apprentices shall at all times work with and under the supervision of a journeyman carpenter.

Any contractor found not teaching the apprentice the trade of carpentry in the proper manner, after due investigation by the apprentice committee, shall not be entitled to another apprentice until the end of the period said apprentice paper called for, should any apprentice be thrown out of employment on account of an unjust action of his employer he shall report the complaint to his apprentice committee, which shall investigate same, and if the apprentice's complaint is found correct, they shall require said contractor to reinstate him. If the contractor fails to reinstate the apprentice, he shall not be allowed any more apprentices, and no other apprentices shall be registered with the contractor until this apprentice has had a chance of being placed with another employer.

Any employer employing three (3) Journeyman carpenters at any job site will employ an apprentice when a fourth carpenter is required. When an additional three (3) Journeymen carpenters are employed, the fourth carpenter will be an apprentice. This 3 to 1 ratio will proceed to maximum employment as long as apprentices are available. Lay-offs will be the reverse of this procedure. Apprentices will not be counted in the ratio of carpenter to foreman.

SECTION 2. APPRENTICE RATES: Apprentice rates for apprentices indentured in the apprenticeship and training program on or before June 1, 1993, during the life of this Agreement for Local Union 436, shall be on a percentage basis as follows (refer to apprenticeship standards for hours needed to accomplish each level):

- 1st level – 60% wage, plus full benefits
- 2nd level – 70% wage, plus full benefits
- 3rd level – 80% wage, plus full benefits
- 4th level – 90% wage, plus full benefits

ARTICLE XIV HEALTH&WELFARE-PENSION-ANNUITY-APPRENTICESHIP and TRAINING COLLECTIVE BARGAINING CLAUSE

Collective Bargaining Clause by and between The Parkersburg-Marietta Contractors Association Inc. (herein after referred to as the "Employer") and the Eastern Atlantic States Regional Council of Carpenters (herein after referred to as the "Union"). Now, therefore, the parties hereto agree as follows:

The Employer(s) agrees to pay into the Health & Welfare, Pension, Annuity and Joint Apprenticeship and Training funds respectively, the contributions per hour worked on behalf of employees covered by this agreement the amounts provided for in Article XIII.

The contribution of the employer(s) shall be used to provide health & welfare benefits. Pension, annuity and apprenticeship and journeyman training to eligible employees. Additionally, these employer contributions shall also be used for organization and administration expenses of said funds.

The said pension, health & welfare, annuity and apprenticeship and training funds shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of the employers and the union, which agreement and declaration of trust shall conform to all requirements of law. A copy of said agreement and declaration of trust together with any amendments thereto shall be considered as part of this agreement as though set forth here at length.

The pension plan shall qualify under the appropriate provision of the Internal Revenue Code so as to ensure employer contributions thereto will be deductible as a business expense.

The employer agrees to furnish to the trustees with each payment, a written statement setting forth the names and social security numbers of all Carpenters covered by the payment, the period covered by such payment, and any other pertinent data required by the trustees in a manner and form designated by the trustees.

Delinquent or nonpayment of contractually required amounts to the respective trust by the employer shall be deemed a breach of this agreement. The union shall have the same rights to enforce the collection of pension, health & welfare, annuity and apprenticeship and training payments that would apply to wage collection. Trustees of the various funds may sue to collect contributions under ERISA and in accordance with the terms of the respective trust agreements as amended from time to time. The trust agreements of the various funds provide for assessment of interest and liquidated damages.

The selection of Trustees who will jointly administer the Pension, Health & Welfare, Annuity and Apprenticeship and Training Trust Funds shall be as per the procedure provided for in each respective trust agreement and its addendums.

This agreement shall enter into force and effect on the 1st day of December, 2019 and shall remain operative and binding upon the employer and the union until the 30th day of November 2022. If either of the parties hereto shall desire to make any changes, modification, or additions to this agreement at the expiration thereof, it shall notify the other party of such desire in writing at least three months prior to the date of the expiration of this agreement. Within ten days from receipt of such date notice the parties hereto shall meet in conference for the consideration of such proposed changes, modifications, or additions. If no such notice is given by either party to the other as above provided, this agreement shall automatically continue and remain in force.

ARTICLE XV TERMINATION

This Agreement shall become effective and remain in full force and effect for a period of three (3) years beginning December 1, 2019 through November 30, 2022, and shall be regarded as effective from year to year thereafter unless either party notifies the other by registered mail at least ninety (90) days prior to the expiration date, to the effect that said contract is to be reopened for negotiations. Negotiations on the changes set out in such notice shall commence within fifteen (15) days after receipt of such notice. Any modifications or changes made as a result of such negotiations shall become effective on the 1st day of December immediately following the date of such notice, or if not agreed upon prior to such date, upon such date, as may be agreed upon between the parties. All provisions of this agreement shall continue in effect until changed or modified in the manner provided herein. In case of imminent wage freeze or national emergency, wage negotiations will be opened without notice being necessary.

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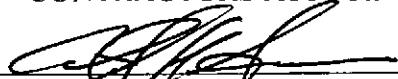
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The parties to this Agreement recognize and agree that Contractors who are now or who become signatory to the current (2019-2022) as negotiated. Collective Bargaining Agreement as negotiated by and between the Eastern Atlantic States Regional Council of Carpenters and the Parkersburg-Marietta Contractors Association are considered signatory to all other agreements within the geographical areas as covered by such Council's jurisdiction in effect December 1, 2014.

Any provision of this agreement between the above parties which may be found to conflict with Federal or State Laws shall be inapplicable, but shall only invalidate that particular section and not the entire contract. Negotiations to modify said conflicts shall follow immediately.

IN WITNESS WHEREOF, the representatives of the parties have affixed their hand this 1st day of December, 2019.

THE PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.



Clinton Suggs, Executive Director

CARPENTERS LOCAL UNION #436
EASTERN ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS



William Sproule, Executive Secretary/Treasurer

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not necessarily a member of the Parkersburg-Marietta Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Parkersburg-Marietta Contractors Association with Local Union 436 of the Eastern Atlantic States Regional Council of Carpenters UBCJA.

Both parties desire to govern relations, wages and all conditions of employment by said agreement and both parties agree to be bound thereby as well as by all subsequent renewal, modifications, amendments, and addendums to said agreement.

Article XIII, Section 2 of the agreement mentioned as fringes shall be binding on the parties signed hereto:

COMPANY Company Name _____

Address _____

City _____

State _____ Zip _____

Telephone _____

Company Representative _____

Title _____

Date _____

Name of Job Site _____

UNION Representative _____

Title _____