

AGREEMENT BETWEEN
INDIANA / KENTUCKY / OHIO REGIONAL COUNCIL OF CARPENTERS
OF THE
UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
AND
THE PARKERSBURG-MARIETTA CONTRACTORS ASSOC., INC.

May 1, 2020 – April 30, 2023

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This Agreement is negotiated between the Indiana / Kentucky / Ohio Regional Council of Carpenters, of the United Brotherhood of Carpenters and Joiners of America, referred to hereinafter as the "Union", and the Parkersburg-Marietta Contractors Association, bargaining on behalf of its members for whom the Association holds bargaining rights, hereinafter referred to as the "Employer".

This agreement shall be effective from May 1, 2020 – April 30, 2023.

WHEREAS, the parties desire to stabilize employment in the construction industry agree upon wage rates, hours and conditions of employment and to eliminate strikes, boycotts, lockouts and stoppage of work.

WHEREAS, this agreement shall govern all "Building Construction" work performed in the chartered jurisdiction of Indiana / Kentucky / Ohio Regional Council of Carpenters and the Contractors of the "Council Area".

NOW, THEREFORE, the undersigned Employer and the Union agree as follows:

It is mutually agreed that this agreement when signed by the representatives of the Union shall be binding upon all members of the Indiana / Kentucky / Ohio Regional Council of Carpenters and shall remain in effect for all said members for the duration of this Contract; or anyone who becomes a member during the life of this Contract. It is mutually agreed that this Agreement, when signed by the representatives of the Contractor Association, shall be binding upon all members of the Contractor Association, who have assigned their bargaining rights to the Association and shall remain in effect for all said members for the duration of the Contract, or anyone who becomes a member during the life of this Contract and assigns their bargaining rights. It is further agreed that a membership list of the Contractor Association shall be furnished to the Union.

It is mutually agreed that this Agreement may extend to other employers, not members of the Contractor Association upon signing a copy of the Agreement. It is understood that all signatory employers are bound to future agreements unless a 90 day written cancellation notice is submitted to the Union.

Should extenuating circumstances arise in the judgment of the Employers and Union signatory to this Agreement, which may have the potential to seriously affect the ability of Employers signatory to this Agreement to secure a contract for any project which they may be bidding, then upon proof by the contractors that the above mentioned circumstances exist, amendments or adjustments to this Agreement may be enacted on a project by project basis, if mutually agreed upon by both the Employers and the Union signatory to this Agreement.

ARTICLE I - GEOGRAPHICAL JURISDICTION AREA

The provisions of this Agreement shall govern the relations by and between the Employer and the Union and its members and, in particular in this Agreement, Carpenters coming under the jurisdiction of Indiana / Kentucky / Ohio Regional Council of Carpenters. The word "Carpenter" shall embrace all the branches of the trade coming under the jurisdiction of the Union, United Brotherhood of Carpenters and Joiners of America in the following geographical area: Athens, Hocking, Vinton, and Washington Counties in Ohio.

ARTICLE II - JURISDICTIONAL WORK AWARDS

SECTION 1 Carpenters Jurisdiction

The terms of this Agreement shall bind the Employer and the Employee to the obligation and the right to perform the work awarded to the specific trade and has included but is not limited to the following: The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of scaffolding and of all material of wood, plastic, metal, fiber, work and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment, and all materials used by members of the United Brotherhood. Our claim of jurisdiction, therefore extends over the following divisions and subdivisions of the trade: Carpenters and Joiners: Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers: Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; acoustical and Dry Wall applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Shingle Weavers; Casket and Coffin Maker; Box Makers, Railroad Carpenters and Car Builders, regardless of material used; and all those engaged in the operation of wood working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

SECTION 2 Piledriver Jurisdiction

1. Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.
2. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work.
3. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal, pipe piling, composite or concrete.
4. The heading and splicing of wood piling and the making of woodsheet piling. The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.
5. The loading and unloading of all piling and other material used in connection with Piledrivers work.
6. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used.
7. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen.
8. All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

SECTION 3

The jurisdiction of work pertaining to and affected by the terms and conditions of this Agreement shall be for the work as claimed and assigned to the United Brotherhood of Carpenters and Joiners of America.

ARTICLE III - RECOGNITION AND SECURITY

SECTION 1.

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

SECTION 2. Liabilities

It is mutually agreed and understood that no liability shall arise on the part of the Union by reason of an unauthorized act by a member of the Union. It is likewise understood that this Agreement is negotiated by the Association acting as agent only for its members and employers of Carpenters (within the territory stated in Article I); and for any breach of this Agreement, the liability of an Employer shall be several, not joint, and the liability of the Association shall be that only of negotiation agent acting without liability for the acts of its individual members of other employers within the stated territory.

SECTION 3. Jurisdictional Disputes

There will be no strikes and/or work stoppages on account of jurisdictional disputes.

SECTION 4. Non-discrimination

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

SECTION 5. Management Recognition of Rights

The Employer retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this Agreement, the Employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotion, demotion, transfer, suspension or discharge of employees for proper cause, lay-off of employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

SECTION 6. Union Security

It shall be a condition of employment that the employees covered by this Agreement, of any Employer, who are members of the Union, in good standing, and those who are not members in good standing on the effective date of this Agreement, or who are hired on or after its effective date, shall on the eighth day following its effective date, or the eighth day following the beginning of employment, (whichever is later) become and remain members in good standing. The Union may notify the Employer

and Employee in writing of any default on the part of an Employee to pay said initiation fee and dues within the eight days from the receipt of said written notice, the Employer shall discharge said Employee, provided membership was available under the same terms and conditions applicable to other members.

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

In the event that the registration facility maintained by the Union is unable to fill requisition for employees within a forty-eight (48) hour period, the Employer may employ Union applicants directly at the job site. In such event the Employer will notify the Union of the names and classification and the dates of such hiring's.

Any Journeyman Carpenter member of the Indiana / Kentucky / Ohio Regional Council of Carpenters may be employed by any Employer signatory to this contract to perform work noted in Article II.

One year recall of employees with notification by the Employer and written follow-up to the Union office by the Employer.

SECTION 6A. Non-Exclusive Referral Policy

The parties agree that they have a Non-Exclusive hiring arrangement whereby Employers are free to solicit individual employees (and all other job classifications and type of work covered by the parties' collective bargaining agreement) for hire and individual employees (and all other job classifications and type of work covered by the parties' collective bargaining agreement) are free to solicit their own jobs from signatory Employers and that both of these methods of hiring are not dependent upon the individual employee being on the Union's Non-Exclusive Out-of-Work Referral Service List.

In the event that a signatory Employer wishes to make use of the Union's Referral Service, it may do so subject to the rules of the referral service.

If a signatory Employer does wish to use the Union's referral service, the Employer shall notify the Regional Council of the number of employees it is requesting, the skills necessary for those employees to possess, the location of the job and the jobs starting date and approximate length.

The Union agrees to refer applicants upon a legally non-discriminatory basis and shall attempt to do so within forty-eight (48) hours after receiving the request from the Employer and will continue to attempt to refer applicants to the Employer after the forty-eight (48) hour period, if the Employer so requests. The Employer shall have the right to request the services of individual employees by name and such a request shall be fulfilled, if possible, provided such individual is registered on the Out-of-Work list and provided that such request is made in writing.

The Employer retains the sole exclusive right to make all hiring decisions.

SECTION 7. Pre-job Conference

Any Employer performing Carpenters work in the Indiana / Kentucky / Ohio Regional Council of Carpenters territory shall contact the Union for a pre-job conference, giving location, size of job and probable number of men needed.

ARTICLE IV - HOURS AND WORK DAYS

SECTION 1 Hours of Work

Eight hours shall constitute a day's work. The working hours shall be between 7:00 a.m. and 5:00 p.m. However, changes in work hours not to exceed a regularly scheduled eight hour day may be made by mutual agreement between the Employer and the Union.

Carpenters required to work more than two (2) hours over the regular shift, and at four (4) hour intervals thereafter, shall be paid for their lunch period, shall be permitted to take time off to eat their lunch, and lunch shall be provided by the Employer. If any carpenter is required to work through designated lunch period, he shall be paid at the double rate of pay and he shall be given paid time to eat his lunch. Overtime rates for the first two hours worked before, after, or accumulative of the established work day shall be one and one-half (1 1/2) times the regular wage rate. Saturday work shall be paid for at one and one-half (1 1/2) times regular rate up to eight (8) hours. Work over ten (10) hours shall be double time. Sundays, holidays, and worked lunch periods shall be double time also.

SECTION 2. Emergencies

For the purpose of this Agreement an emergency shall be defined as repair or replacement work made necessary as a result of accidental equipment failure, accident and acts of nature which require immediate corrective action in order to prevent further damage.

Such an emergency shall remain in effect only until the remedial work required to reestablish a safe condition and/or prevent possibility of further damage has been completed, not to exceed eight (8) hours.

SECTION 3. Sundays and Holidays

All work performed on Sundays and Holidays shall be double time. The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11th), Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, the following Monday shall be observed. No work shall be performed on Labor Day, except to prevent loss of life or the destruction of property and no work shall be performed without notifying the Union the previous day, except in cases of emergency.

SECTION 4.

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

SECTION 5. SHIFT WORK CLAUSE

FIRST SHIFT - 8 hours work at regular rate of pay
SECOND SHIFT - 8 hours work at regular rate of pay plus \$2.00/hr.
THIRD SHIFT - 8 hours work at regular rate of pay plus \$2.25/hr.

CLARIFICATION AS FOLLOWS: Shift work may be performed at the option of the Employer. 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 \$2.00/hr. . Work in excess of eight (8) hours per shift shall be paid at one and one-half times this amount. If three shifts are worked, the Day

Shift (first shift) shall start at 8:00 a.m. and end at 4:00 p.m. with the pay for eight hours. The Afternoon Shifts (2nd shift) shall start at 4:00 p.m. till 12:00 p.m. with pay for eight hours at regular rate plus \$2.00/hr. The Night Shift (3rd shift) shall start at 12:00 p.m. and work till 8:00 a.m. with pay for eight hours at the regular rate plus \$2.25/hr. . When three shifts are worked, the work week shall start at 12:01 a.m. Monday.

ARTICLE V - WORKING RULES

SECTION 1 Temperature & Facility Clause

Pure, clean drinking water shall be provided at all times with sanitary paper cups available. Ice water shall be provided in warm temperatures of sixty (60) degrees or above indoors or outdoors.

When carpenters are employed, a suitable tool shed shall be furnished for the safekeeping of tools and clothing and shall be properly heated and lighting shall be furnished when necessary and under no circumstances shall hazardous materials be stored therein during normal working hours.

In case of fire, theft, flood or wind storm, or by forcible entry on a job at any time, the Employer shall be responsible for the loss of the Carpenter's tools and clothing in such fire or theft if claim is supported by notarized statement of loss.

Carpenters will work in rain only in case of emergency.

SECTION 2

All power tools, hand cleaner and rags must be furnished by the Employer. No Carpenter shall be required to furnish mitre-box, benches, clamps or hand screws, nor shall he furnish grinding stone, power tools, or other equipment that is not regarded as a journeyman's tools. Carpenters shall carry from the Employer's place of storage all power tools that are necessary to perform all of his duties as a Carpenter.

No Carpenters shall file saws or sharpen tools on his own time, except when he is going to work for a different Employer when it shall be his duty to have his tools in good condition. Saws are to be filed on the job, if a competent Carpenter is available. Files used on the job are to be furnished by the Employer. Only Carpenters shall work on saw table.

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

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

Members working on the jobs shall be classified as Journeyman and apprentice carpenters, and in no case shall any of the work as classified in this Agreement be done by anyone except members of this Brotherhood.

The Employer will not subcontract any work within the jurisdiction of the Union which is to be performed at the job site except to a Subcontractor who holds an Agreement with the Union, or who agrees in writing, prior to or at the time of the execution of his subcontract, execute this Agreement.

No Carpenter shall be required to use his auto, truck or other vehicle to transport company tools, equipment or material under any condition.

Employer agrees that it shall be the work of the Carpenters to maintain proper alignment and make adjustments during the pouring of concrete such as walls, decks, etc., and a sufficient number of carpenters shall be on the job during the pouring, as determined by the Foreman.

SECTION 3 Breaks

Employees will be afforded ten-minute work breaks each day at their work stations. One break shall be in the morning and one shall be in the afternoon. It is understood that breaks will not create a general work stoppage. If the work station environment is not suitable, special arrangements shall be made by mutual agreement.

SECTION 4

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

SECTION 5 Care of Injured Employees

In the case that a Carpenter would become injured while on the job, the Employer shall follow the standard protocol for the job-site and/or the Employer Safety Program.

SECTION 6

Where the Employer does not have a power signal, the steward on the job shall call time.

SECTION 7 Steward

A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Union who shall, in addition to his work as a journeyman be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consists of those duties assigned to him by the Business Manager or Business Agent. Stewards duties shall be confined to the Employer's job with whom the steward is employed; except to contact the Business Agent on any other discrepancies he may find on the project. It is understood and agreed that the steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward will be the last journeyman laid off provided he is capable of performing the work.

There shall be a steward appointed in a crew of two carpenters or less and placed on a job in any crew of three (3) carpenters or more. The steward shall assist in the coordination of efforts in behalf of the best interests of all concerned. He shall be the only authorized on-the-job representative of the Union and there shall be no discrimination against him, because of his activities in behalf of the Union. He shall have the privilege during working hours of checking any and all men doing carpenter work for his own Employer and the material on the job to be used. He shall conscientiously attempt at all times to eliminate any infraction of this Agreement or City, State or Federal safety regulations that may come to his attention. He shall take the proper action to avoid jurisdictional disputes. It is further agreed that the job steward shall always be included among those working overtime. The Steward must be capable of performing all work assigned. The Steward will be the last journeyman laid off and the first man rehired.

SECTION 8

The Business Representative of the Union shall have access to any and all jobs during the course of construction or operations where Journeyman or apprentices are employed. The Union shall not have the right to interfere with employees during working hours. In the event it is necessary for the Business Agent or Union Representative to contact an employee on the job, he shall do so by contacting

the job superintendent for permission and direction. This rule shall apply as stated, except in areas or on jobs where owner policy prohibits such visitation or contact on the job site.

SECTION 9

Employers shall provide clean hard hats and new suspension harnesses and shall make winter liners available at cost. Employers shall also furnish when needed to complete work assignment, rain coats and knee or hip boots that meet sanitary conditions. It is understood that articles furnished will remain the property of the Employer, and employees shall return same or replace before the last check is issued.

SECTION 10 Reporting Time

Carpenters reporting for work, unless the Employer notifies the employee by the end of the previous day not to report, shall receive one hours pay if work is not started by the normal starting time. If an employee stays on the job after normal starting time he shall receive two (2) hours pay. The Employer may request the employee to remain on the job for two (2) hours. If employee starts to work he shall receive four (4) hours pay. If employee works more than four (4) hours, he shall receive eight (8) hours pay.

SECTION 11

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

SECTION 12

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

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

SECTION 13

The Employer shall provide proper parking wherever possible.

At least one carpenter shall be on the job from start to finish when carpenter work is required. Contractors agree to use all unemployed Carpenters or apprentices of the Indiana / Kentucky / Ohio Regional Council of Carpenters before bringing in Carpenters or apprentices from other councils.

The Employer agrees to comply at all times with all State or Federal Laws and statutes pertaining to Worker's Compensation Laws in Ohio, Unemployment Insurance Withholding Tax and Social Security Act.

SECTION 14 Foreman

All Employers signatory to this Agreement shall be permitted foremen of his choice. All Foreman and General Foremen shall be members of the United Brotherhood of Carpenters & Joiners of America.

SECTION 15 Carpenters Foreman

On all jobs where three (3) or more journeymen are employed, one shall be the foreman and shall receive the foreman's rate of pay. No foreman shall be in charge of more than ten (10) carpenters and when more than ten (10) carpenters are employed, another foreman shall be employed.

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

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

SECTION 16 Welding and Burning

The Employer agrees to furnish at his expense suitable gloves, capes, helmets, goggles and other tools necessary to perform the work. The employee agrees to return said items to the Employer.

Welding and burning shall be considered a tool of the trade when such process is used to perform the work of the Carpenters trade.

When the Employer requires certified welders, certification expense shall be paid by the Employer and certificate shall be held by the Employer, a copy to be given to the employee.

SECTION 17 Piledriver Foreman

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

Drill rigs being used with steel liners will have a minimum of one (1) Piledriver.

Pile Driving crews will consist of minimum of a Foreman and four (4) Piledrivers.

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

All piledrivers shall be allowed twenty (20) minutes clean-up time at the end of a days work. Cleaner and towels are to be furnished by the Employer.

The working rules applying to the Carpenter shall also apply to the piledriver.

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

SECTION 18 Personal Cell Phones

Except in the case of emergencies, the use of personal pagers, cellular telephones and other electronic communication devices shall be prohibited during working hours. The use of the above-stated items shall not be restricted during recognized break times. In the event of family illness or pregnancy, Carpenters shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above-stated devices will be cause for written reprimand, with a second (2nd) occurrence being possible cause for dismissal.

ARTICLE VI - SAFETY CLAUSE

It shall be a condition of this Agreement that all employees and Contractors shall comply with the safety provisions set down in OSHA, the Construction Safety Act of 1969, and the Safety Code of Ohio, including revisions. It shall be a condition of employment that all employees use and wear the safety equipment provided by the Contractor and practice the safety procedures specified by the Contractor and the State Safety Code and the Federal Safety Laws. Refusal to comply will subject employees to immediate dismissal without recourse.

ARTICLE VII - APPRENTICES

SECTION 1

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

SECTION 2

The apprenticeship training standards and related matter shall be governed by a joint apprenticeship training committee of an equal representation from the Employers and the Union. This committee shall have full power 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 Apprenticeship Council and proper government offices.

SECTION 3

The use of apprentices shall be one (1) to each group of three (3) journeyman, it being the parties intention on a job-by-job basis (and not merely on a company-wide basis) and not to exceed a total of five (5) apprentices for an entire job, unless otherwise agreed upon by the Union and the Employer, if local apprentices are available.

SECTION 4 Apprentice Wages

An apprentice shall be advanced through the eight steps in the wage scale in the collective bargaining Agreement, step 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.

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

For the first year serving as an apprentice, the apprentices will receive \$1.00 per hour contribution for the pension. During the second year serving as an apprentice, the apprentices will receive \$2.00 per hour contribution for the pension. During the third and fourth years serving as an apprentice, the apprentices will receive a pension contribution in the same percentage he/she is being paid, beginning with the 5th six month pay percentage.

SECTION 5

As established by and between parties hereto under trust agreement, the Employer agrees to pay every month, not later than the 15th day of the following month, the sum of thirty-six cents (36¢) per hour for each hour paid, on all Carpenters covered by this Agreement. This payment shall be listed on the same form and paid in the same check submitted monthly for fringe benefits. This fund shall be known as The Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Fund or its successors.

SECTION 6

The Labor Management Cooperation Committee (LMCC) has been established. Each Employer within the jurisdiction of the Union shall pay the amount of Two Cents (\$0.02) per hour effective May 1, 2018 into the Carpenters Training and Promotion LMCC, Inc. in accordance with the instructions on the monthly fringe reporting forms. Said contribution shall be made on the same forms and in accordance with the same schedule as other required fringe fund contributions.

ARTICLE VIII - WAGES

SECTION 1

	<u>5-1-20</u>	<u>5-1-21</u>	<u>5-1-22</u>
Base Rate :			
Journeyman Carpenter Base	\$28.25	+ 1.30	+ 1.30
Journeyman Pile Driver	\$29.71		
Fringes:			
Health & Welfare	7.50		
Pension	11.78		
Apprenticeship Fund	.38		
TOPS			
(Substance abuse)	.10		
Annuity Fund	3.47		
UBC National Funds	.10		
LMCC	.02		
Total Fringes			
Total Package	\$51.60	52.90	54.20
DEDUCTIONS			
Dues Check-off		-3.5% of gross, plus 50¢ per hour plus 20¢ per hour, plus 3¢ COPE (hrs paid) (COPE optional—deducted with properly signed authorization card)	
UBC		\$.05	
Foreman rates:			
Foreman		+ 2.00	
General Foreman		+ 3.00	

All fringes and dues check-off will be based on hours paid.

The Union reserves the right to adjust fringe benefit contributions, dues check-off, or to establish a savings plan by giving sixty (60) days notice to the Association prior to any anniversary date of this Agreement.

SECTION 2 Dues Check-off

During the life of this Agreement, the Employer will deduct from the pay of each employee for whom there is on file an unrevoked authorization to do so, working dues as shown in schedule for each hour paid by the Employer and as shown in schedule for each overtime hour paid for by the Employer. These working dues are payable to the Union by each Employee who is a member of the Union. These deductions shall be made from each paycheck for the hours paid. The total amount so deducted during each calendar month shall be transmitted by each Employer to a duly authorized point of collection periodically as ordered by the Union, but in no case shall said payments be due more often or earlier in the month than those Health & Welfare, Pension, Annuity and Apprentice payments described in this Agreement. The duly authorized point of collection and/or the Administrator thereof shall promptly forward to the Union in such manner and quantity as shall be agreed upon from time to time between Labor, Management and the collection source.

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

SECTION 2A. Committee on Political Education (COPE)

It is understood and agreed that if any Carpenter employee wishes to make a voluntary deduction of three cents (\$.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 all applicable state and federal laws concerning such a deduction and assignment, the Employer shall deduct such contributions from the earnings of such employee and agrees to transmit them along with other fringe benefit and deductions to a central depository as determined by the union.

SECTION 3 UBC National Funds

In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (10¢) per hour worked for each employee covered by this agreement to the Carpenters International Training Fund ("Training Fund"). Payment shall be made to the Carpenters International Training Fund or to such collection agent as it is designated by the Training Fund on or before the 15th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust.

SECTION 4 Contractor Fringe Benefit Fund Payments, Contributions & Wage Deductions

For the purposes of identification, the fringe benefit funds to which reference is hereby made are:

- A.** The Ohio Carpenters Pension Fund or its successor, established under an Agreement and Declaration of Trust date May 1, 1962, as amended from time to time.
- B.** The Ohio Carpenters Health Fund or its successor, Established under an Agreement and Declaration of Trust dated May 1, 2008, as amended from time to time.
- C.** The Ohio Carpenters Annuity Fund or its successor, established under an Agreement and Declaration of Trust, as amended from time to time.

D. The Ohio Carpenters Joint Apprenticeship Training & Trust Fund or its successor, established under an Agreement and Declaration of Trust dated January 1, 2010, as amended from time to time.

E. CONSTRUCTION ADVANCEMENT PROGRAM

1. 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 2 of this Section.

2. Commencing June 1, 1995 and continuing thereafter, 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-two cents (22¢) per hour for each hour worked and the Union shall deduct through the normal dues check-off system from each member the sum of twenty cents (20¢) 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.

3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association is created out of a recognition by Employers of construction labor of the responsibility of collectively sharing in defraying the cost of conducting, administering, and servicing every phase of Labor-Management relations.

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

- A. Employer expenses incurred in the promotion of stability of relations between Labor or Management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

4. 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.

5. 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.

F. TOPS – PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL & amp: DEVELOPING 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 5

The terms and provisions of the Agreements and Declarations of Trust establishing and regulating the conduct of the above listed fringe benefit funds, and the duly adopted rules and regulations of the funds, are by reference duly adopted and acknowledged by the parties to be binding upon them as though fully rewritten and expressly adopted here. Contributions to the several funds shall be made in the amounts specified elsewhere in this agreement.

Payment to the funds and all other deductions are due and shall be made no later than the fifteenth (15th) day of each calendar month for the preceding calendar month and shall be sent with a fully completed reporting form to the Key Bank, PO Box 74293, Cleveland, OH 44194. Should an Employer become delinquent by submitting his reporting forms together with the accompanying payments later than the 15th day from the end of the month during which the employment occurred, the Employer shall be assessed a delinquency assessment. Such delinquency assessments shall be used to cover the additional cost of administration, bookkeeping and other incidental expenses incurred by reason of the delinquency.

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

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

The Employer shall contribute to the Fringe Benefit Funds monthly at the rates shown in schedule of wages an hour for each and every hour paid to employees covered by this Agreement.

SECTION 6 Surety Bond

The Union shall require those Employers who have not maintained and established an office in the jurisdiction of the Indiana / Kentucky / Ohio Regional Council of Carpenters for two years or more, or who have not previously been a party to this Agreement to procure, pay the premium for, and deliver to the Union a Bond written by a responsible Surety Company in the sum of \$5,000.00 for up to three (3) employees, \$10,000.00 for four (4) to ten (10) employees, \$25,000.00 for eleven to twenty employees and for 21 or more employees shall be required to negotiate with the union an appropriate bond to secure the same items and matter as provided in this section, plus any existing delinquencies due said Fringe Benefit Funds, guaranteeing the wages and fringe benefits due employee under this Agreement and all payments and penalties due as provided in this Agreement.

The above bond is for the purpose of securing the payment by the Employer of all payroll and fringe benefits due the employee and the Industry Fund (Construction Advancement Program of the Parkersburg-Marietta Contractors Association).

SECTION 7 Payroll Period

Employer may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with payday being no later than one hour prior to quitting time on pay day.

SECTION 8

Employees being laid off or terminated shall be paid off not less than one (1) hour before quitting time, for the full day for the purpose of collecting, cleaning, sharpening and checking up on their tools on the day of their dismissal. Employees leaving of their own accord shall be paid on the regular pay day.

SECTION 9

Report forms and payments for all Fringe Benefits shall be consolidated into a single form, with a single check sent to a designated office, with appropriate disbursements made to the various funds by that office.

SECTION 10

Employers or owners shall pay one hour before the quitting time on the pay day of each week. Employers or owners refusing to comply as per this section shall allow and pay men at the rate of straight time for all time they have to wait after the regular quitting time. If the Employer chooses to use electronic payroll deposit to pay employees, then the Employer shall also provide said employee with a payroll stub to verify the deposit and any deductions made coinciding with this Agreement.

SECTION 11

Carpenters transferred from one job to another during working hours must be paid for the time while changing.

ARTICLE IX - NATIONAL WORK RULES

1. The selection of Carpenter 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 orders 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. Carpenter using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.

3. Carpenter shall be at their place of work at the starting time and shall remain at their place or work until quitting time.

4. There shall be no limit on production by Carpenters 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 recognized.

6. Slowdowns, standby crews and featherbedding practices will not be tolerated.

7. A steward shall be a qualified Carpenter 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 the Union does not furnish qualified Carpenters within 48 hours (Saturdays, Sundays, and Holidays excluded), the Employer shall be free to obtain Carpenters from any source.

10. It is agreed that overtime is undesirable and not in the best interests of the industry or the Carpenters. 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 Employer so elects, he may work shift work at a rate negotiated in the applicable agreements. 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 X - ARBITRATION AND GRIEVANCE

SECTION 1

Should any differences arise between the Employer and an employee covered by this Agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference or dispute shall be settled in the following manner:

(a) Should a dispute or grievance 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 dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Employer, these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representative and the Executive Officer of the Association or Employer cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of two (2) representatives of the Association or Employer and two (2) representatives of the Union. The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party.

(d) If the dispute cannot be settled by this Joint Committee and it involves a question as to the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for

arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.

SECTION 2

Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

ARTICLE XI –FAVORED NATIONS CLAUSE

The Union agrees that should it or its International Union and/or its affiliates suffer, permit, or enter into a contract, agreement, understanding, or condition with any Employer or group of Employers in the jurisdiction which contract, agreement, understanding or condition is more favorable to that Employer or group of Employers than the terms herein set forth, such more favorable terms shall immediately be deemed to have been incorporated into this Agreement and applied to Employers doing that type or similar work as the Employer or group of Employers to whom the more favorable terms have been granted, directly or indirectly. The Union agrees to furnish immediately to the Employer a copy of any agreement containing any such more favorable conditions.

ARTICLE XII - BLANKET DISCLAIMER

It is mutually agreed that if any clause, term or provision of this Agreement is, or is hereafter found to be illegal or in contravention of any Court Ruling, National Labor Relations Board ruling, or ruling of any other Board or Agency having jurisdiction in the matter, such clause, term, or provision shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement.

The remaining part of this Agreement shall remain in full force and effect.

IN WITNESS and Testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and representatives of both parties hereby affix their signatures and seals this first day of May, 2020.

THE PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION

INDIANA / KENTUCKY / OHIO
REGIONAL COUNCIL OF CARPENTERS,
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

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