

**CARPENTERS AGREEMENT  
FOR  
OFFICE SYSTEMS**

This Agreement entered into this 1st day of May, 2015 between the Construction Employers Association of Cleveland Ohio (the "Association") and those contractors who have become party to this Agreement by executing the attached Memorandum of Assent (individually, the "Employer"), and THE INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, hereinafter called the Union.

**ARTICLE I  
COVERAGE**

This Agreement covers all office systems work in the field, installations, alterations and repair in the following geographic areas: Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brooke, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Jefferson, Knox, Lake, Lawrence, Licking, Lincoln, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Marshall, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinto, Warren, Washington, Wayne, Wayne, Williams, Wood and Wyandot Counties in Ohio and Boone, Braken, Campbell, Grant, Kenton and Pendelton Counties in Kentucky.

**ARTICLE II  
SCOPE**

Office Systems construction is hereby defined as all work in connection with the assembly, reconfiguration and repair of all work in the office systems field.

**ARTICLE III  
RECOGNITION**

The Employer recognizes the Union as the sole exclusive bargaining representative for all employees covered by this Agreement. Authorized representatives of the Union shall not be denied access to the Employer's office or to any project of the Employers for the transaction of necessary business with the Employer, or with the Employees covered by this Agreement.

## ARTICLE IV UNION SHOP

Section 1. All employees shall become members of the Union after the 7th day, but not later than the 8th day of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

Section 2. Maintenance of Membership. As a condition of continued employment, all Employees shall maintain their membership in the Union.

Section 3. Discharge. Any Employee who fails to become a member of the Union, or fails to maintain his membership therein, in accordance with the provisions of Section 1 and 2 of this Article, shall forfeit his right of employment and the Employer shall, within two (2) working days of notification in writing by the Union as to failure of an Employee to join the Union, or to maintain his/her membership therein, discharge such Employee. For this purpose, the requirements of membership and maintaining shall be consistent with Federal and State Law. The Employer shall not be in default, unless it fails to act within the required period after receipt of written notice.

Section 4. The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for union membership or apprenticeship training because of race, color, religion, sex, national origin, ancestry or physical conditions, and shall not discriminate against any carpenter by reason of age.

Section 5. No employee represented by the Union shall work for an employer who has not signed a collective bargaining agreement with the Union.

Section 6. It is expressly understood that working rules, by-laws, conditions practices or customs unless some are specifically mentioned in this Agreement, shall not be interpreted as being part hereof. It is expressly understood that the Union reserve the right to discipline a member or members in accordance with the working rules or by-laws of the Indiana/Kentucky/Ohio Regional Council of Carpenters or Constitution of the United Brotherhood of Carpenters and Joiners of America for violating any the said working rules, by-laws or Constitution of the agreement.

Section 7. Any violation of this agreement will go to Arbitration Board consisting of two members of the Union and two representatives of signatory Office Systems contractors as designated by the Association. An alternating Chairman shall be selected by both sides. If the Union and the Office Systems contractors are locked with no sides arriving with a majority vote, the Chairman shall cast a vote to settle the argument. Fines and penalty may be assessed if found guilty.

## ARTICLE V WAGES AND FRINGES BENEFITS

Section 1. The Employer shall pay the following wages and fringe benefits throughout the Council where the work is performed:

### A. Install Helper

An Install Helper is defined as a person who assists in the staging and clean-up of related office system work. He is not to be involved with the installation or layout of work related to office systems.

- \$9.00 to \$10.00 per hour, based on experience or company preference.
- \$.08 per hour contribution paid by Contractor to the Apprentice Training Program.
- \$.01 per hour to CISP
- 3 1/2% working assessment to be deducted from the taxable gross and paid to the Regional Council.
- Plan "A" hospitalization contributions of \$5.67 per hour after the 90 day probationary period paid by contractor.

### B. Install Trainee

An Install Trainee is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is not permitted to work without the assistance of an installer or lead installer. Installer Trainee must serve a 90 day probationary period unless served as an Install Helper.

- \$10.00 to \$13.50 per hour, based on experience or company preference.
- \$.08 per hour contribution paid by Contractor to the Apprentice Training Program.
- \$.01 per hour to CISP
- 3 1/2% working assessment to be deducted from the taxable gross and paid to the Regional Council.
- Plan "A" hospitalization contributions of \$5.67 per hour after the 90 day probationary period paid by contractor.
- Pension contribution of \$.79 per hour plus \$.30 pension reform paid by Contractor after 24 months from the first day of employment with gradual increases.(See Chart)

### C. Installer

An Installer is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

- \$13.50 to \$16.50 per hour, based on experience or company preference.
- \$.08 per hour contribution paid by Contractor to the Apprentice Training Program.
- \$.01 per hour to CISP

- 3 1/2% working assessment to be deducted from the taxable gross and paid to the Regional Council.
- Plan "A" hospitalization of \$5.67 per hour.
- Pension contribution of \$1.00 per hour plus \$.30 pension reform paid by Contractor after 24 months of becoming an Installer. (See Chart)
- One to One ratio between Installer and INSTALL Trainee and Helpers.

D. Lead Installer

A Lead Installer is defined as a qualified office systems mechanic capable of estimating, laying out and installing various office system manufactured products. A lead installer is capable of handling interpersonal relationships between contractors and end users on a job to job basis. This person should be an assertive individual who can give and take orders and handle the delicate personalities necessary in keeping a crew working in a productive manner.

- \$16.50 to unlimited per hour, based on experience or company preference.
- \$.08 per hour contribution paid by Contractor to the Apprentice Training Program.
- \$.01 per hour to CISP
- 3 1/2% working assessment to be deducted from the taxable gross and paid to the Regional Council.
- Plan "A" hospitalization of \$5.67 per hour.
- Pension contribution of \$1.00 per hour plus \$.30 pension reform paid by Contractor.
- One to One ratio between lead Installer and INSTALL Trainee and Helpers.

PENSION CONTRIBUTIONS	
	Pension Rate Per Hour
4th Six Mos.	\$1.09
5th Six Mos.	\$1.13
6th Six Mos.	\$1.16
7th Six Mos.	\$1.20
8th Six Mos.	\$1.23
9th Six Mos.	\$1.30

Section 2. The Employer agrees to be bound by the terms of the Trust Agreement(s) establishing and covering the fringe benefit funds. The Employer further agrees to abide by the rules promulgated by the Fund(s) pertaining to the audit of the Employer's books to determine that full reporting and payment of fringe benefit funds is being made.

Section 3. If as a result of Federal and State Legislation, contributions are discontinued to the benefits funds, the contribution rate in effect at such time shall be added to the employee's taxable hourly wage to the extent that such payments are not made into another program as a result of Federal or State Legislation.

Section 4. All journeymen members and apprentice members of participating local unions shall be eligible for coverage under Plan "A". Full coverage under Plan "A" shall be determined

by taking the negotiated hourly health and welfare contribution rate times the total credit hours earned for the quarter. At the end of the quarter each Employees' Credit Hours earned during that period will be used for coverage during the next quarter. The total dollar amount for the eligibility quarter must be sufficient to cover the cost of coverage as determined by the plan. If there is a shortage, employees can self-pay in order to qualify for full coverage. Any contributions made in excess of the required amount will be kept in each Employees Hours Bank. The current hospitalization rate of \$5.67 an hour dictates that a participating member needs approximately 440 hours per quarter for Plan "A" eligibility.

## ARTICLE VI WORKING ASSESSMENT

The Employer will deduct from the pay of each Employee for whom there is on file an unrevoked authorization to do so, a Working Assessment of Three and a Half Percent (3.5%) of the taxable hourly rate. These deductions shall be made from each paycheck for all hours paid. The total amount deducted during each calendar month shall be transmitted by the Employer to the Carpenters' Service Office on the first (1st) day of the following calendar month.

## ARTICLE VII OVERTIME

All work performed in excess of Forty (40) Hours per week shall be paid at the rate of time and one half (1 1/2). Work performed on the following holidays shall be paid at time and one half (1 1/2).

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

## ARTICLE VIII PAYDAY

Section 1. All Employees in this district shall be paid every week in currency or local bank approved payroll checks, approved by the Union, upon which shall be placed a detachable stub with the payroll deductions and hours worked.

Section 2. Any Employee failing to report same within seventy-two (72) hours, shall forfeit his claim to services of the Union in collecting his wages.

Section 3. When a Carpenter is laid off or discharged, he shall be paid in full on the job at the time of such layoff, or discharge, and if required by the Employer to go to some other point, or the office of the Employer, he shall be paid for the time required to go to such places. When Carpenters quit of their own accord, they shall wait until the regular pay day for the wages due them.

## ARTICLE IX SAFETY

There shall be no restriction of the use of safety equipment of power tools furnished by the Employer, however, no Employee shall be penalized in any way for refusal to work under conditions with unsafe equipment or power tools, until same is corrected.

## ARTICLE X COMPENSATION INSURANCE

It is agreed that each Employer cover all Employees with Workers' Compensation Insurance, Social Security, and also, that he will become and remain a subject Employer under the Ohio Employment Security Act, regardless of the number of Employees. The Employer agrees to furnish proof of compliance.

## ARTICLE XI APPRENTICES

In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for the employment of Apprentices is hereby recognized and the employment and proper training of as many Apprentices as is reasonable and practical shall be undertaken by the Employer and the Union.

In order to maintain the Apprenticeship Training Facilities in a manner sufficient to recruit and train a sufficient number of replacements for the industry, the Employer shall make a contribution of eight cents (\$.08) per hour for each hour paid to the Carpenters Joint Apprenticeship and Training Fund.

The Apprentice Program shall be administered by the Carpenters' Joint Apprenticeship and Training Program Committee, in accordance with rules set forth in the Standard Agreement.

The wages of Apprentices shall be paid on a progressively increasing schedule based on the Journeyman's hourly earnings. (See Apprentice rates in Article V).

The Employer understands that an office system apprentice upon completing his 8th six month period will be evaluated by the Employer before automatically obtaining "Lead Installer" status.

## ARTICLE XII CONSTRUCTION INDUSTRY SERVICE PROGRAM (CISP)

Section 1. Employers subject to the terms of this Agreement who employ covered Employees within the territory covered by this Agreement shall abide by all terms and conditions of the Construction Industry Service Program ("CISP") as follows:

1. Each Employer covered by this Agreement shall pay to said Trust one cent (\$.01) for each hour paid by the Employer to each employee within the bargaining unit.

2. The purposes of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:

a. Payment of management's cost in connection with joint apprenticeship programs in the construction industry.

b. Payment of management's expenses in creating, operating, and maintaining of additional educational and training facilities for the benefit of the construction industry and its employees.

c. Payment of management's expenses for the improvement of safety practices in the construction industry.

d. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry. (The Construction Industry Service Program is not a program jointly administered with the unions in the construction industry.)

e. Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry.

f. Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry to insure conformity by all Employers with the terms and conditions of such wage agreements.

g. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

Section 2. Any Employer who does not pay the Construction Industry Service Program (CISP) contributions shall contribute a like amount to the Ohio Carpenters Joint Apprenticeship and Training Committee for safety training and program assistance. The intent of this paragraph is to maintain economic competitiveness.

Section 3. It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used by lobbying in support of anti-labor Legislation of any kind at municipal, state or national levels, or to subsidize any contractor or contractor association in connection with any work stoppage or strike.

Section 4. The Trustees of said Program shall comply with all present and future federal laws governing the same.

Section 5. Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

Section 6. The Union shall have no participation or control of any kind or degree whatever nor shall the Union be connected in any way whatever with the Construction Industry Service Program.

## INVALIDITY AND SEPARABILITY

It is the intention of the parties hereto to comply with the provisions of the Labor-Management Relations Act as amended and other applicable statutes and regulations, and in the event any provision or provisions of this Agreement is held to be unlawful, then such parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other provisions of the Agreement shall continue in effect in accordance with the terms provided herein.

## ARTICLE XIII JURISDICTION

The Addendum covers all Employees performing work coming under the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. The tending of all work listed herein shall be by members of the Carpenters' Union.

## ARTICLE XIV SUB-CONTRACTOR CLAUSE

Section 1. The Employer agrees that it will not enter into subcontract for work that involves the assembly of furniture systems who is not signatory with the master agreement with the Union.

Section 2. Carpenters will tend carpenters. The Employer agrees that all work including but not limited to the receiving, unloading, unpacking and removal of rubbish as it applies to office systems work will be done by install helpers in accordance with the Carpenters Agreement for the Office Systems.

## ARTICLE XV ORGANIZING

Any newly organized contractor becoming signatory to the Carpenters' Agreement for Office Systems whose home office is outside the coverage area of this agreement, may be permitted to bring in one (1) Union company employee for every four (4) employees worked for a period not to exceed six (6) months.

## ARTICLE XVI STEWARDS

Section 1. Stewards Per Shop: There shall be an official Steward who is appointed by the Union in the Employer's shop. This appointment will be made with consideration given by the recommendation of the bargaining unit. The Steward shall be the representative of the Union in the shop.



Section 2. Duties: The Steward shall be aware of safety standards and enforce the terms of this Agreement; and shall take charge of the tools, clothing and personal property of an injured Employee.

Section 3. No Discrimination: The Steward shall not be discriminated against for the performance of his duties. The Steward and the Employer shall cooperate in all matters pertaining of this Agreement.

Section 4. Examination of Paycheck: If an Employee complains of a pay short age, the Steward may examine pay envelopes or check of the complaining Employee to determine if the Agreement is being complied with.

Section 5. Presence of the Steward: The Steward in his own absence will appoint a temporary Steward, and if his is unable to do so, or fails to do so, then a Business Representative or the Union may make such a temporary appointment. Any temporarily-appointed Steward shall have the same status as the Steward.

Section 6. Removal of Steward: The Employer agrees not to layoff, discharge or transfer a Steward or an acting Steward, without prior notification to the Business Representative of the Union. The named Steward shall be the first Employee recalled if he can do the available work.

Section 7. Visitation: Authorized representatives of the Union may consult with the Steward as the administration of the Agreement in the shop but without interference with projection.

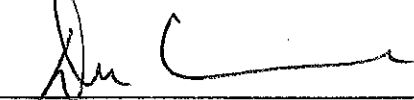
## ARTICLE XVII DURATION

This Agreement supersedes all prior agreements between the parties hereto and shall be and remain in effect from the date hereof through and including the 30th day of April 2018, inclusive, and thereafter from year-to-year; provided that this Agreement will terminate at the expiration of the initial term or any subsequent annual period if either party gives written notice to the other party of its desire for termination, at least sixty (60) days before the expiration of the initial term or subsequent annual date; and provided further, that if this Agreement is not so terminated and either party gives written notice to the other of its desires to change or modify this Agreement at least sixty (60) days before the expiration of the initial term or subsequent annual date, then this Agreement shall remain in full force and effect until a new Agreement is negotiated and signed.

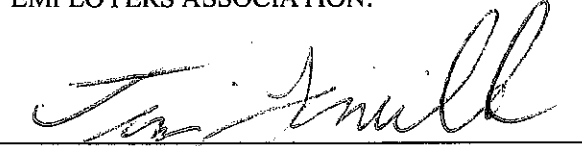
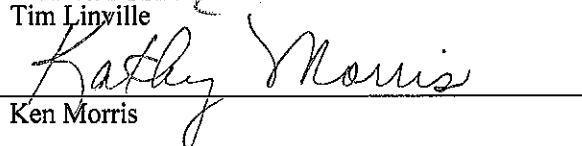
SIGNATURE PAGE FOLLOWS IMMEDIATELY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly, authorized representatives as of the day and year first above written.

FOR THE INDIANA/ KENTUCKY/OHIO  
REGIONAL COUNCIL OF  
CARPENTERS:

  
\_\_\_\_\_  
Don Crane

FOR THE CONSTRUCTION  
EMPLOYERS ASSOCIATION:

  
\_\_\_\_\_  
Tim Linville  
  
\_\_\_\_\_  
Ken Morris

MEMORANDUM OF ASSENT

I hereby agree to be bound by the foregoing Carpenter Agreement for Office Systems and to abide by its terms and conditions for its stated duration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

IRS/Fed. Tax ID Number: \_\_\_\_\_

Ohio Workers' Compensation Number: \_\_\_\_\_

Unemployment Compensation Account Number: \_\_\_\_\_