

# OHIO CARPENTERS' RESIDENTIAL FLOOR COVERING AGREEMENT

2012-2014

INDIANA / KENTUCKY / OHIO  
REGIONAL COUNCIL OF CARPENTERS

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA

*This Agreement spells out your terms of employment. It gives you rights and responsibilities. You are responsible for the observance of this Agreement. Unless it is observed, it cannot give you the protection it should.*

*It is, therefore, most important that all parties concerned insist on the terms of this Agreement.*

**OHIO CARPENTERS' RESIDENTIAL  
FLOOR COVERING AGREEMENT**

THIS AGREEMENT is made and entered into as of May 1, 2012, by and between:

INDIANA / KENTUCKY / OHIO REGIONAL  
COUNCIL OF CARPENTERS, UNITED  
BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA  
771 Greenwood Springs Dr.  
Greenwood, IN 46143

(the "Union")

and CONSTRUCTION EMPLOYERS  
ASSOCIATION  
950 Keynote Circle, Suite 10  
Cleveland, Ohio 44131

(the "Association")

The term "Employer" shall mean any employer who has given the Construction Employers Association the authority to bargain on its behalf and any employer who is not affiliated therewith, but which, by signing the attached Memorandum of Assent or otherwise, enters into an agreement with the Union, adopting or incorporating by reference therein, the provisions of this Agreement. Upon execution of this Agreement and upon request of the Union from time-to-time thereafter, Construction Employers Association shall provide the Union with a list of the employers on whose behalf it executed this Agreement.

The term "Employee" or "Employees" shall mean the employees of the Employer for whom the Union is the collective bargaining representative.

**ARTICLE I  
COVERAGE**

This Agreement covers all residential floor covering work (as hereinafter defined) done on or with respect to the construction, installation, alteration or repair of a home, building or other structure in the following geographical areas: Ashland, Ashtabula, Belmont, Carroll, Columbiana, Coshocton, Cuyahoga, Erie, Geauga, Harrison, Holmes, Huron, Jefferson, Know, Lake Lorain, Mahoning, Medina, Monroe, Morrow, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas and Wayne counties in Ohio. To the extent the Employer performs other work that falls within the Union's trade and geographic jurisdiction (*e.g.*, commercial carpentry work, millwright work, pile driver work, *etc.*), the Employer and the Union agree to comply with, abide by and be bound by all of the terms, provisions and conditions (including the wage and benefit contribution rates) of the collective bargaining agreement entered into between Union and The Carpenter Contractors' Association of Cleveland, Ohio; The Ohio Building Chapter - AGC, Cleveland Division; The Construction Employers' Association; The Builders' Association of Eastern Ohio and Western Pennsylvania; The Ohio Valley Construction Employers Council, Inc.; The Akron Division, Ohio Building Chapter, Associated General Contractors of America,

Inc.; and The Builders Exchange of East Central Ohio, Labor Relations Division, dated May 1, 2001 (and known as the "Carpenters' Agreement") and any modifications, amendments, extensions or renewals thereof which may be negotiated by the parties thereto, with the same force and effect as though the said collective bargaining agreement was set forth herein at length.

## **ARTICLE II SCOPE**

Residential floor covering work is herein defined as all work performed by Resilient and Soft Floor Layers, Sanders, Carpet Layers, Ceramic Tile Layers, Marble Tile Layers, Ornamental Stone Layers and Plastic Tile Workers on residential construction projects (defined as all work in connection with the construction, alteration or repair of all residential units, such as single-family dwellings, duplexes, condominiums, cluster homes and related buildings of four (4) stories and less; but excluding apartments, hotels, motels, nursing homes, assisted living facilities, public improvements or to any project in which the Federal Government or any of its agencies, or any State Government or political subdivision thereof furnishes by loan, appropriation, guarantee or grant all or any part of the funds used in the construction, reconstruction, improvement, enlargement, alteration, repair, renovation, painting or decorating of such improvements)

## **ARTICLE III RECOGNITION**

The Employer hereby voluntarily recognizes the Union as the exclusive bargaining representative for the Employees of the Employer performing work within the Coverage and Scope of this Agreement (herein referred as the "Employees"), as fully as though certified as such following a National Labor Relations Board sponsored election. Authorized representation of the Union shall not be denied access to the Employer's office or to any project on which Employees covered by this Agreement are working for the purpose of transacting necessary business with the Employer or with the Employees covered under this Agreement.

## **ARTICLE IV MANAGEMENT RIGHTS**

Except as restricted by the other provisions of this Agreement, the Employer retains complete authority for the management of the work force on all work performed under this Agreement, including the right to utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designation, so long as such work methods, procedures or techniques, materials, apparatus or equipment do not jeopardize the safety or health of the Employees working under the Agreement.

## **ARTICLE V UNION SHOP**

Section 1. All Employees shall become members of the Union after the seventh (7<sup>th</sup>) day, but not later than the eighth (8<sup>th</sup>) day of employment, or the date on which this Agreement is executed, 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 Sections 1 and 2 of this Article, shall forfeit his rights of employment and the Employer shall, within two (2) working days of notification in writing by the Union as to the failure of an Employee to join the Union, or to maintain his membership therein, discharge such Employee. For this purpose, the requirements of membership shall be consistent with Federal and State law. The Employer shall not be in default hereof 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, age, ancestry or protected physical disability. It is not the intent to discriminate by the use of gender, thus, any use of the masculine gender or pronouns in this Agreement shall be construed to include the feminine gender, as well.

## **ARTICLE VI WAGES AND FRINGE BENEFITS**

Section 1. The Employer agrees to pay its Employees the wage and benefit package for the area where the work is performed as set forth in the Appendices attached hereto and incorporated herein. The wage and benefit packages as set forth in the attached Appendices will remain in effect for the term of this Agreement; provided, however, that if the trustees of any of the affiliated hospitalization plans determine that an increase in the hourly contribution rate is required to maintain the current level of benefits, such contribution rate shall increase by the amount determined by such trustees, but in no event by more than fifty cents (\$0.50) in any year.

Section 2. The specified fringe benefit contributions will be remitted to the fund office with jurisdiction over the area in which the Employer's principal place of business (as noted above) is located, unless such principal place of business is located outside of the territory covered by this Agreement, in which case the specified fringe benefit contributions will be remitted to the Carpenters' Service Office, 3611 Chester Avenue, Cleveland, Ohio 44114-4622. If, during the term of this Agreement, the Employer changes its principal place of business, it shall provide the Union with written notice thereof.

- a. All hours worked in excess of forty (40) hours in any work week shall be paid at the rate of time and one half (1 ½) the regular hourly rate.
- b. The work week shall be Monday through Sunday, inclusive.
- c. All hours worked on Sundays and Holidays (*i.e.*, New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at the rate of time and one half (1 ½) the regular hourly rate, regardless of the number of hours worked during the week.

## **ARTICLE VII WORKING ASSESSMENT**

The Employer shall deduct from the pay of each Employee for whom they have on file an

unrevoked authorization to do so a Working Assessment of Two and One Half Percent (3 1/2%) of the taxable hourly rate. For the purpose of filing such authorizations, the Employer regards the files of the Union as its own and expressly authorizes the Union to retain in its possession and files an authorization for dues check-off addressed to the Employer. The deductions should be made from each paycheck for all hours paid. The Union shall indemnify and save harmless the Employer against any claim made on account of action taken by the Employer in reliance upon information or forms furnished by the Union hereunder.

## **ARTICLE VIII PAY DAY**

Section 1. All Employees covered by this Agreement 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 identifying the number of hours worked and all payroll deductions.

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

Section 3. When an Employee 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 to the office of the Employer, he shall be paid for the time required to go to such place. When an Employee quits on his own accord, he may be required by the Employer to wait until the next regular pay day for the wages due him.

## **ARTICLE IX SAFETY**

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

## **ARTICLE X INSURANCE**

It is agreed that the Employer shall cover all Employees with Ohio Workers' Compensation Insurance, Ohio Unemployment Compensation Insurance and U. S. Social Security, regardless of the number of Employees employed by the Employer. Upon request of the Union, the Employer agrees to furnish proof of compliance with this Article.

## **ARTICLE XI 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 all other applicable statutes and regulations. In the event any provision or provisions of this Agreement is determined to be unlawful or enforceable, then the parties shall immediately meet to negotiate a mutually acceptable lawful and enforceable substitute for such provision or provisions. The other provisions of this Agreement, however, shall continue in effect in accordance with the terms provided herein.

## **ARTICLE XII JURISDICTION**

This Agreement covers all Employees performing work within its Coverage and Scope under the trade jurisdiction of the United Brotherhood of Carpenters and Joiners of America. The tending of all work herein shall be by members of the Union.

## **ARTICLE XIII MISCELLANEOUS**

Section 1. When an Employee is driving an Employer provided vehicle he will be paid until the vehicle is returned to the Employer's designated facility. If in the event the Employee is allowed to drive the vehicle to the Employee's home, pay will stop when the job ends each day. When an Employee is required to go to some place other than the job site to pick up materials, the Employee will be compensated at the regular rate of pay for all time loading such materials and driving to the job site.

Section 2. The Employer may utilize one (1) apprentice for every one (1) journeyman on the job.

Section 3. The Employer will provide all power equipment with the exception of seaming irons and electric staple guns, which shall be provided by the Employees. The Employees may be required to provide all minor supplies necessary to complete a job, such as staples, blades, nails, *etc.* Heavy rollers (weighing 75 lbs. or more) are a negotiable item with Employer.

Section 4. In particular situations where circumstances will result in a hardship on Employees engaged in residential floor covering work, an agreement may be worked out between the Employer and Employee whereby the Employee will be compensated for such hardships, such as by the payment of travel time, transportation costs or a subsistence allowance. In no event, however, shall an Employee be expected or required to work for less than the wages and benefits provided for in this Agreement.

Section 5. All Employers reserve the right to transport Employees to the job site in the Employer's vehicle.

## **ARTICLE XIV SUBCONTRACTOR CLAUSE**

The Employer agrees that it will not enter into subcontracts for any work covered by this Agreement to be done on any site of construction, alteration or repair of a building, structure or other work with any employer who does not have a signed Agreement with the Union. If signatory Employers and/ or Union carpenters are not available for residential specialty work, this clause may be waived by the Union; provided, however, that the Union will be given access to meet with the employees and the non-signatory employer for the purpose of negotiating a collective bargaining agreement for said work.

## ARTICLE XV STEWARDS

Section 1. There shall be a steward for each employer on a jobsite who shall be a representative of the Union. The steward must be in the same trade as the crew to which he/she is assigned (*i.e.* carpenter for a carpenter crew, etc.) and otherwise qualified to perform the necessary work. For employers whose principle place of business is outside of the Northeast Region's jurisdiction, the Union shall have the right to place a steward on the job.

Section 2. The steward shall be the last employee to be discharged when the job has been completed with the exception of one (1) working foreman. The steward shall be the last employee laid-off during a temporary work shortage and shall be the first employee called back when work resumes. The steward shall not be transferred from a job while employees remain on the job. When all employees are transferred from the job on a temporary basis, the steward must be retained with the employees and shall be the first employee after the foreman to return to the original job.

Section 3. Stewards shall not be removed from any job without consulting with the Union.

Section 4. The steward shall be selected from the employer's crew.

Section 5. The Union may place a steward on a crew only under three conditions: on jobs utilizing target funds; with out-of-town contractors; and with delinquent contractors (late for two consecutive months or three times in a twelve month period).

Section 6. The Union agrees that the steward will be capable of doing the required work on the job site.

Section 7. The Union will add to the top of its listing of steward responsibilities that stewards must be productive in word and deed.

## ARTICLE XVI 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.

## **ARTICLE XVII**

### **DURATION**

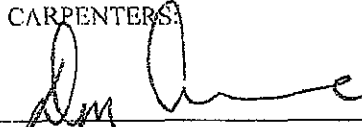
This Agreement supersedes all prior agreements between the parties hereto relating to residential floor covering work and shall be and remain in effect from the 1<sup>st</sup> day of May, 2012, through and including the 30<sup>th</sup> day of April, 2014, inclusive, and thereafter from year-to-year, provided that this Agreement will terminate at the expiration of the initial period 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 such date; and provided further, that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such date, then this Agreement shall remain in full force and effect after such date until a new Agreement is negotiated and signed.




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.

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 AND  
OHIO REGIONAL COUNCIL OF  
CARPENTERS:

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

FOR THE CONSTRUCTION  
EMPLOYERS ASSOCIATION:

  
\_\_\_\_\_  
Tim Linville

\_\_\_\_\_  
Charlie Rohr

MEMORANDUM OF ASSENT

I hereby agree to be bound by the foregoing Ohio Carpenters' Residential Floor Covering Agreement 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: \_\_\_\_\_

# APPENDIX A TO THE OHIO CARPENTERS' RESIDENTIAL FLOOR COVERING AGREEMENT

WAGE RATES AND BENEFITS CONTRIBUTIONS FOR  
ASHTABULA, CUYAHOGA, GEAUGA AND LAKE COUNTIES

INDIANA / KENTUCKY / OHIO REGIONAL COUNCIL OF  
CARPENTERS

CLEVELAND REGIONAL OFFICE

3615 Chester Avenue

Cleveland, Ohio 44114

OFFICE: 216/391-2828 FAX: 216/391-1029

## SECTION I EMPLOYEE CLASSIFICATIONS

An Employees performing work under this Agreement shall be classified and paid as follows:

- A. **Journeypersons** - Individuals that have adequately demonstrated their knowledge and proficiency in all facets of the residential floor covering trade, who have at least four (4) years' of documented experience at the trade or who have been certified by a bonafide apprenticeship program, registered with the U.S. Department of Labor / Bureau of Apprenticeship.
- B. **Apprentices** - Individuals who have completed all the prerequisites and have signed an indentureship agreement with the Northeast Ohio Carpenters Joint and Training Program or a comparable apprentice training program registered with the U.S. Department of Labor / Bureau of Apprenticeship.
- C. **Probationary** - The Employer may hire persons who are not journeypersons or apprentices. These "probationary" Employees will receive fifty percent (50%) of the journeyperson's wage rate and no fringe benefits. No probationary Employee may be employed by the Employer for more than ninety (90) calendar days from the Employee's initial date of hire. The Employer shall notify the Union of all new hires and their respective dates of hire. Upon completion of the probationary period, the Employer may classify the Employee as an apprentice if he has completed all necessary prerequisites for entering into the Northeast Ohio Carpenters Joint and Training Program.

## SECTION 2 WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS

For all overtime hours, the wage rates shall be as provided in Article VI. Contributions and deductions provided for in this Agreement shall be on hours worked.

May 1, 2012 Through April 30, 2014

<u>Job Classification</u>	<u>Taxable Hourly Rate</u>		<u>Non-Taxable Hourly Rate</u>
Journeyman.....	\$20.00	plus	\$9.60
Apprentices.....	as noted below		as noted below
Probationary.....	\$10.00		\$0.00

### Itemized Non-Taxable Hourly Rate

<u>Fund</u>	<u>Hourly Rate</u>
Pension.....	\$1.65
Hospitalization.....	\$6.12
Annuity.....	\$1.64
Apprentice Training.....	\$0.15
INSTALL Fund.....	\$0.02
Construction Industry Service Program.....	<u>\$0.02</u>
<b>Total</b>	<b>\$9.60</b>

DEDUCTIONS: From the Taxable Hourly Rate, the Employer shall deduct 3 1/2% for Working Assessment, which shall be added to the \$9.60 per hour and the total shall be made payable to Key Bank and forwarded to the Carpenters' Service Office, 3611 Chester Avenue, Cleveland, Ohio 44114-4622.

APPRENTICE RATES									
		<u>TAXABLE HOURLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>JATC</u>	<u>INSTALL</u>	<u>CISP</u>	<u>TOTAL BENEFITS</u>
1st Year	1st three months (50%)	\$ 10.00+	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2nd three months (50%)	\$ 10.00+	\$6.12	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.31
	2nd six months (55%)	\$ 11.00+	\$6.12	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.31
2nd Year	3rd six months (60%)	\$ 12.00+	\$6.12	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.31
	4th six months (65%)	\$13.00+	\$6.12	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.31
3rd Year	5th six months (70%)	\$14.00+	\$6.12	\$1.16	\$1.15	\$0.15	\$0.02	\$0.02	\$8.62
	6th six months (75%)	\$15.00+	\$6.12	\$1.24	\$1.23	\$0.15	\$0.02	\$0.02	\$8.78
4th Year	7th six months (80%)	\$16.00+	\$6.12	\$1.32	\$1.31	\$0.15	\$0.02	\$0.02	\$8.94
	8th six months (85%)	\$17.00+	\$6.12	\$1.40	\$1.39	\$0.15	\$0.02	\$0.02	\$9.10

### SECTION 3 FRINGE BENEFITS, CONTRIBUTIONS AND VACATION SAVINGS PLAN

**2.1 CONTRIBUTIONS AND DEDUCTIONS.** The Employer agrees to make the contributions and deductions in the amounts enumerated in SECTIONS 1 and 2 of this Appendix.

- A. The contributions designated "PENSION" in SECTION 2 hereof are contributions to the OHIO CARPENTERS' PENSION FUND established under an Agreement and Declaration of Trust dated May 1, 1962, as amended from time-to-time.
- B. The contributions designated "HOSPITALIZATION" in SECTION 2 hereof are contributions to the CLEVELAND AND VICINITY DISTRICT COUNCIL HOSPITALIZATION FUND established under an Agreement and Declaration of Trust dated May 1, 1962, as amended from time-to-time.

- C. The contributions designated "ANNUITY" in SECTION 2 hereof are contributions to the OHIO CARPENTERS' ANNUITY FUND established under an Agreement and Declaration of Trust dated May 1, 1994, as amended from time-to-time.
- D. The contributions designated "APPRENTICE TRAINING" in SECTION 2 hereof are contributions to the NORTHEAST OHIO CARPENTERS' JOINT APPRENTICESHIP AND TRAINING TRUST established under an Agreement and Declaration of Trust dated July 1, 1989, as amended from time-to-time.
- E. The contributions designated "INSTALL FUND" in SECTION 2 hereof are contributions to the INTERNATIONAL LABOR- MANAGEMENT COMMITTEE FOR THE FLOOR AND WALL COVERING INDUSTRY, as amended from time-to-time.
- F. The contributions designated "Construction Industry Service Program" in SECTION 2 hereof are contributions to the Construction Industry Service Program.

## 2.2 PAYMENT DUE.

- A. The contributions and deductions designated in SECTIONS 1 and 2 hereof shall be due on the first (1st) day of each calendar month for the preceding calendar month and shall be sent with an appropriate reporting form to the Carpenters' Service Office, 3611 Chester Avenue, Cleveland, Ohio 44114-4622 not later than the fifteenth (15th) day of the applicable month, except as herein provided.
- B. Any Employer who is required to mail weekly payments as hereinafter provided, or who is unable to post a bond, shall send its payments to the Ohio Carpenters' Service Office on a weekly basis not later than one (1) week after the last pay date and the monthly report not later than the fifteenth (15th) day of the month.
- C. Any Employer who is delinquent in making its payments as herein required or who fails to file an accurate and acceptable monthly report by the fifteenth (15th) day of any month shall be charged a delinquency assessment of ten percent (10%) of the amount due for the first (1st) week or first (1st) month, as the case may be, and five percent (5%) for each week or month thereafter.
- D. Whenever any Employer is delinquent, the Union may either (i) require such Employer to post a larger bond; or (ii) require the Employer to pay the contributions and deductions payable by the terms of this Appendix, either in cash or by certified check, weekly to the Carpenters' Service Office, 3611 Chester Avenue, Cleveland, Ohio 44114-4622.
- E. Whenever an Employer is delinquent, a representative of the Union may halt the Employer's work, after approval of the Union's Executive

Committee, without said work stoppage being considered a breach of any of the provisions of this Agreement.

**2.3 BONDS.** Each Employer of ten (10) or fewer Employees shall be required to post with the Union a bond of Twenty Five Thousand Dollars (25,000.00) to secure wages, working assessments where such exist, or may come into existence at any time during the period of this Agreement (or the period or periods of any renewal or extension of this Agreement) and the Employer's contributions, including delinquency assessments thereon, and the deductions from Employee's wages, payable by, or to be deducted by, the Employer as the case may be, under the terms of this Agreement. Each Employer of eleven (11) to twenty-five (25) Employees shall be required to post with the Union a bond of Seventy-five Thousand Dollars (\$75,000.00) to secure wages, working assessments where such exist (or may come into existence at any time during the period of this Agreement or the period or periods of any renewal or extension of this Agreement), and the Employer's contributions, including delinquency assessments thereon, and the deductions from Employee's wages, payable by, or to be deducted by, the Employer, as the case may be, under the terms of this Agreement. Each Employer of twenty-six (26) or more Employees shall be required to negotiate with the Union an appropriate bond, to secure the same items and matters as provided in this SECTION, and which bond shall in no event be less than One Hundred Fifty Thousand Dollars (\$150,000.00). All surety bonds to be furnished under this SECTION 2.4 shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in form satisfactory to the Union.

**2.4 AUDITS.** Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Carpenters' Service Office. The audit or examination shall be performed by the Carpenters' Service Office administrator or payroll auditor or by their agents; provided, however, at the Employer's request and own expense, such audit or examination shall be performed by an independent certified public accountant acceptable to the Carpenters' Service Office administrator or payroll auditor. If, as a result of said audit or examination, a substantial deficiency in payments to the fringe benefits funds is discovered, the Trustees of the Funds may assess their costs in performing the audit or examination to the Employer, and said costs shall be collectible as any other amount due from the Employer to the Funds.

**2.5 RIGHTS AND POWERS OF TRUSTEES.** The respective Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the fringe benefits funds shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.

# APPENDIX B TO THE OHIO CARPENTERS' RESIDENTIAL FLOOR COVERING AGREEMENT

WAGE RATES AND BENEFITS CONTRIBUTIONS FOR ASHLAND,  
BELMONT, CARROLL, COLUMBIANA, COSHOCTON, ERIE,  
HARRISON, HOLMES, HURON, JEFFERSON, KNOX, LORAIN,  
MAHONING, MEDINA, MONROE, MORROW, PORTAGE,  
RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS  
AND WAYNE COUNTIES

INDIANA / KENTUCKY / OHIO AND VICINITY REGIONAL  
COUNCIL OF CARPENTERS  
CLEVELAND REGIONAL OFFICE

3615 Chester Avenue  
Cleveland, Ohio 44114  
OFFICE: 216/391-2828 FAX: 216/391-1029

## SECTION 1 EMPLOYEE CLASSIFICATIONS

An Employees performing work under this Agreement shall be classified and paid as follows:

- A. **Journeypersons** - Individuals that have adequately demonstrated their knowledge and proficiency in all facets of the residential floor covering trade, who have at least four (4) years' of documented experience at the trade or who have been certified by a bonafide apprenticeship program, registered with the U.S. Department of Labor / Bureau of Apprenticeship.
- B. **Apprentices** - Individuals who have completed all the prerequisites and have signed an indentureship agreement with the Northeast Ohio Carpenters Joint and Training Program or a comparable apprentice training program registered with the U.S. Department of Labor / Bureau of Apprenticeship.
- C. **Probationary** - The Employer may hire persons who are not journeypersons or apprentices. These "probationary" Employees will receive fifty percent (50%) of the journeyperson's wage rate and no fringe benefits. No probationary Employee may be employed by the Employer for more than ninety (90) calendar days from the Employee's initial date of hire. The Employer shall notify the Union of all new hires and their respective dates of hire. Upon completion of the probationary period, the Employer may classify the Employee as an apprentice if he has completed all necessary prerequisites for entering into the Northeast Ohio Carpenters Joint and Training Program.



## SECTION 2 WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS

For all overtime hours, the wage rates shall be as provided in Article VI. Contributions and deductions provided for in this Agreement shall be on hours worked.

*Covers work in the following Counties: Medina, Portage, Summit, Coshocton, Holmes, Knox, Morrow, Carroll, Stark, Tuscarawas, Wayne, Ashland, Erie, Huron, Lorain, and Richland.*

May 1, 2012 Through April 30, 2014

<u>Job Classification</u>	<u>Taxable Hourly Rate</u>		<u>Non-Taxable Hourly Rate</u>
Journeyman.....	\$20.00	plus	\$9.78
Apprentices.....	as noted below		as noted below
Probationary.....	\$10.00		\$0.00

### Itemized Non-Taxable Hourly Rate

<u>Fund</u>	<u>Hourly Rate</u>
Pension.....	\$1.65
Hospitalization.....	\$6.30
Annuity.....	\$1.64
Apprentice Training.....	\$0.15
INSTALL Fund.....	\$0.02
Construction Industry Service Program.....	<u>\$0.02</u>
<b>Total</b>	<b>\$9.78</b>

DEDUCTIONS: From the Taxable Hourly Rate, the Employer shall deduct 3 1/2% for Working Assessment, which shall be added to the \$9.78 per hour and the total shall be made payable to Key Bank and forwarded to Key Bank, Post Office Box 74427, Cleveland, Ohio 44194.

*Covers work in the following Counties: Belmont Columbiana, Harrison, Jefferson, Monroe, Mahoning, and Trumbull.*

May 1, 2010 Through April 30, 2012

<u>Job Classification</u>	<u>Taxable Hourly Rate</u>		<u>Non-Taxable Hourly Rate</u>
Journeyman.....	\$20.00	plus	\$9.97
Apprentices.....	as noted below		as noted below
Probationary.....	\$10.00		\$0.00

Itemized Non-Taxable Hourly Rate

<u>Fund</u>	<u>Hourly Rate</u>
Pension.....	\$1.65
Hospitalization.....	\$6.49
Annuity.....	\$1.64
Apprentice Training.....	\$0.15
INSTALL Fund.....	\$0.02
Construction Industry Service Program.....	<u>\$0.02</u>
<b>Total</b>	<b>\$9.97</b>

DEDUCTIONS: From the Taxable Hourly Rate, the Employer shall deduct 3 1/2% for Working Assessment, which shall be added to the \$9.97 per hour and the total shall be made payable to Key Bank and forwarded to Key Bank, Post Office Box 74427, Cleveland, Ohio 44194.

Covers work in the following Counties: Medina, Portage, Summit, Coshocton, Holmes, Knox, Morrow, Carroll, Stark, Tuscarawas, Wayne, Ashland, Erie, Huron, Lorain, and Richland.

APPRENTICE RATES									
		<u>TAXABLE HOURLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>JATC</u>	<u>INSTALL</u>	<u>CISP</u>	<u>TOTAL BENEFITS</u>
1st Year	1st three months (50%)	\$ 10.00+	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2nd three months (50%)	\$ 10.00+	\$6.30	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.49
	2nd six months (55%)	\$ 11.00+	\$6.30	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.49
2nd Year	3rd six months (60%)	\$ 12.00+	\$6.30	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.49
	4th six months (65%)	\$13.00+	\$6.30	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.49
3rd Year	5th six months (70%)	\$14.00+	\$6.30	\$1.16	\$1.15	\$0.15	\$0.02	\$0.02	\$8.80
	6th six months (75%)	\$15.00+	\$6.30	\$1.24	\$1.23	\$0.15	\$0.02	\$0.02	\$8.96
4th Year	7th six months (80%)	\$16.00+	\$6.30	\$1.32	\$1.31	\$0.15	\$0.02	\$0.02	\$9.12
	8th six months (85%)	\$17.00+	\$6.30	\$1.40	\$1.39	\$0.15	\$0.02	\$0.02	\$9.28

Covers work in the following Counties: Belmont Columbiana, Harrison, Jefferson, Monroe, Mahoning, and Trumbull.

APPRENTICE RATES									
		<u>TAXABLE HOURLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>IATC</u>	<u>INSTALL</u>	<u>CISP</u>	<u>TOTAL BENEFITS</u>
1st Year	1st three months (50%)	\$ 10.00+	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2nd three months (50%)	\$ 10.00+	\$6.49	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.68
	2nd six months (55%)	\$ 11.00+	\$6.49	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.68
2nd Year	3rd six months (60%)	\$ 12.00+	\$6.49	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.68
	4th six months (65%)	\$13.00+	\$6.49	\$0.00	\$0.00	\$0.15	\$0.02	\$0.02	\$6.68
3rd Year	5th six months (70%)	\$14.00+	\$6.49	\$1.16	\$1.15	\$0.15	\$0.02	\$0.02	\$8.99
	6th six months (75%)	\$15.00+	\$6.49	\$1.24	\$1.23	\$0.15	\$0.02	\$0.02	\$9.15
4th Year	7th six months (80%)	\$16.00+	\$6.49	\$1.32	\$1.31	\$0.15	\$0.02	\$0.02	\$9.31
	8th six months (85%)	\$17.00+	\$6.49	\$1.40	\$1.39	\$0.15	\$0.02	\$0.02	\$9.47

**SECTION 3**  
**FRINGE BENEFITS, CONTRIBUTIONS AND VACATION SAVINGS PLAN**

**2.1 CONTRIBUTIONS AND DEDUCTIONS.** The Employer agrees to make the contributions and deductions in the amounts enumerated in SECTIONS 1 and 2 of this Appendix.

- A. The contributions designated **"PENSION"** in SECTION 2 hereof are contributions to the OHIO CARPENTERS' PENSION FUND established under an Agreement and Declaration of Trust dated May 1, 1962, as amended from time-to-time.
- B. The contributions designated **"HOSPITALIZATION"** in SECTION 2 hereof are contributions to the OHIO CARPENTERS' HEALTH AND WELFARE FUND established under an Agreement and Declaration of Trust dated July 26, 1967, as amended from time-to-time.
- C. The contributions designated **"ANNUITY"** in SECTION 2 hereof are contributions to the OHIO CARPENTERS' ANNUITY FUND established under an Agreement and Declaration of Trust dated May 1, 1994, as amended from time-to-time.
- D. The contributions designated **"APPRENTICE TRAINING"** in SECTION 2 hereof are contributions to the NORTHEAST OHIO CARPENTERS' JOINT APPRENTICESHIP AND TRAINING TRUST established under an Agreement and Declaration of Trust dated July 1, 1989, as amended from time-to-time.
- E. The contributions designated **"INSTALL FUND"** in SECTION 2 hereof are contributions to the INTERNATIONAL LABOR-MANAGEMENT COMMITTEE FOR THE FLOOR AND WALL COVERING INDUSTRY, as amended from time-to-time.
- F. The contributions designated **"CONSTRUCTION INDUSTRY SERVICE PROGRAM"** in SECTION 2 hereof are contributions to the Construction Industry Service Program.

**2.2 PAYMENT DUE.**

- A. The contributions and deductions designated in SECTIONS 1 and 2 hereof shall be due on the first (1st) day of each calendar month for the preceding calendar month and shall be sent with an appropriate reporting form to Key Bank, Post Office Box 74427, Cleveland, Ohio 44194 not later than the fifteenth (15th) day of the applicable month, except as herein provided.
- B. Any Employer who is required to mail weekly payments as hereinafter provided, or who is unable to post a bond, shall send its payments to the Ohio Carpenters' Fringe Benefits Office, 6281 Youngstown Warren Road, Niles, Ohio 44446 on a weekly basis not later than one (1) week after the last pay date and the monthly

report not later than the fifteenth (15th) day of the month.

- C. Any Employer who is delinquent in making its payments as herein required or who fails to file an accurate and acceptable monthly report by the fifteenth (15th) day of any month shall be charged a delinquency assessment of ten percent (10%) of the amount due for the first (1st) week or first (1st) month, as the case may be, and five percent (5%) for each week or month thereafter.
- D. Whenever any Employer is delinquent, the Union may either (i) require such Employer to post a larger bond; or (ii) require the Employer to pay the contributions and deductions payable by the terms of this Appendix, either in cash or by certified check, weekly to the Ohio Carpenters' Fringe Benefits Office, 6281 Youngstown Warren Road, Niles, Ohio 44446.
- E. Whenever an Employer is delinquent, a representative of the Union may halt the Employer's work, after approval of the Union's Executive Committee, without said work stoppage being considered a breach of any of the provisions of this Agreement.

**2.3 BONDS.** Each Employer of ten (10) or fewer Employees shall be required to post with the Union a bond of Twenty Five Thousand Dollars (\$25,000.00) to secure wages, working assessments where such exist, or may come into existence at any time during the period of this Agreement (or the period or periods of any renewal or extension of this Agreement) and the Employer's contributions, including delinquency assessments thereon, and the deductions from Employee's wages, payable by, or to be deducted by, the Employer as the case may be, under the terms of this Agreement. Each Employer of eleven (11) to twenty-five (25) Employees shall be required to post with the Union a bond of Seventy-five Thousand Dollars (\$75,000.00) to secure wages, working assessments where such exist (or may come into existence at any time during the period of this Agreement or the period or periods of any renewal or extension of this Agreement), and the Employer's contributions, including delinquency assessments thereon, and the deductions from Employee's wages, payable by, or to be deducted by, the Employer, as the case may be, under the terms of this Agreement. Each Employer of twenty-six (26) or more Employees shall be required to negotiate with the Union an appropriate bond, to secure the same items and matters as provided in this SECTION, and which bond shall in no event be less than One Hundred Fifty Thousand Dollars (\$150,000.00). All surety bonds to be furnished under this SECTION 2.4 shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in form satisfactory to the Union.

**2.4 AUDITS.** Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Ohio Carpenters' Fringe Benefits Office. The audit or examination shall be performed by the Ohio Carpenters' Fringe Benefits administrator or payroll auditor or by their agents; provided, however, at the Employer's request and own expense, such audit or examination shall be performed by an independent certified public accountant acceptable to the Ohio Carpenters' Fringe Benefits administrator or payroll auditor. If, as a result of said audit or examination, a substantial deficiency in payments to the Fringe Benefits Funds is discovered, the Trustees of the Funds may assess their costs in performing the audit or examination to the Employer, and said costs shall be collectible as any other amount due from the Employer to the Funds.

**2.5 RIGHTS AND POWERS OF TRUSTEES.** The respective Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the fringe benefits funds shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.





**MEMORANDUM OF UNDERSTANDING**  
**NORTHEAST OHIO RESIDENTIAL FLOORING AGREEMENT**

**WHEREAS, THE RESIDENTIAL CONTRACTORS ASSOCIATION** (hereinafter called the "Association") and the **INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**, (hereinafter called the "Union"), are parties to a collective bargaining agreement in effect from May 1, 2012 through April 30, 2014 (the "Agreement"); and

**WHEREAS**, the Association and Union desire that the Agreement be extended through April 30, 2015, so that they may have sufficient opportunity to bargain over the terms of a successor collective bargaining agreement;

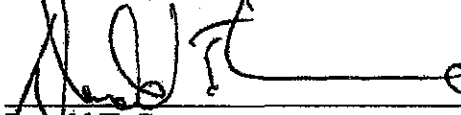
**THEREFORE**, the Employers and Union hereby execute this Memorandum of Understanding pursuant to which all parties agree that the Agreement shall be extended until midnight on April 30, 2015. No further notice shall be necessary prior to negotiations over the terms of a successor collective bargaining agreement. The parties shall schedule bargaining sessions at their mutual convenience during the extension period.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Tim Linville  
Construction Employers Association

Date: 12-1-14

**FOR THE UNION:**

  
\_\_\_\_\_  
Donald T. Crane  
Senior Representative  
Indiana/Kentucky/Ohio Regional  
Council of Carpenters

Date: \_\_\_\_\_

