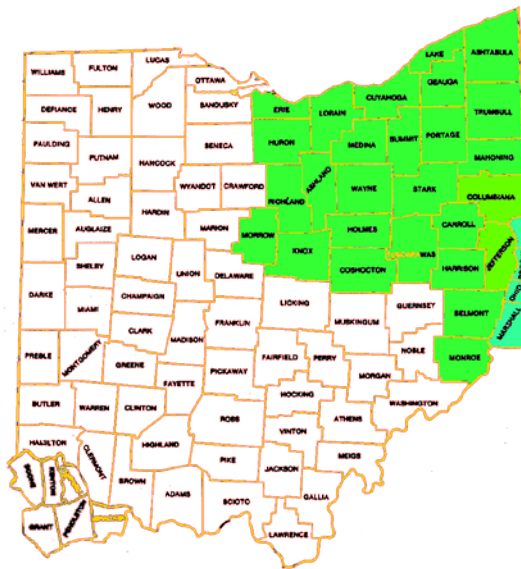


**May 1, 2017 – April 30, 2020  
RESIDENTIAL AGREEMENT  
NORTHEAST REGION  
INDIANA/KENTUCKY/OHIO REGIONAL  
COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA**



*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.*

## Indiana/Kentucky/Ohio Regional Council of Carpenters Member Code of Conduct

I will report to work on time with a positive attitude, knowledge and skills to perform my duties.

I will exhibit high standards of personal integrity, professional conduct and appearance.

I will strive to be productive, efficient and provide craftsmanship of the highest quality.

I will uphold the work rules, applicable By-Laws, and conditions of the Collective Bargaining Agreement.

I will demonstrate courtesy, respect, honesty and fairness toward all members, employers, customer/owners and other project personnel.

I will respect the equipment, property and abide by all policies of the customer/owner while on the jobsite.

I will not engage in or tolerate any form of discrimination or harassment.

I will comply with a uniform drug/alcohol program so to establish and maintain a drug/alcohol Free work environment.

I will while on company business not engage in any activity that is (or gives the appearance of being) unhealthy, unsafe, illegal, immoral or harmful to my coworkers, employer or customer/owner.

I will comply with all safety provisions set by OSHA, the state of Ohio, utilize safety equipment and practice safety procedures as specified.

I will make a commitment to acquire a minimum of 30 hours safety training and any skill or technical training offered by the employer or union.

I will stay current with all safety, skill, and technical training offered by the employer and union.

I will encourage a genuine spirit of teamwork and "lend a hand" to others when possible.

I understand and agree to abide by this member Code of Conduct.

Print Name \_\_\_\_\_ Local No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **RESIDENTIAL AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of May, 2017, by and between:

THE INDIANA/KENTUCKY/ OHIO REGIONAL COUNCIL  
OF CARPENTERS, UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF AMERICA  
3615 Chester Avenue  
Cleveland, Ohio 44114

(the “Union”)

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

(the “Association”)

The term “Employer” shall include 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 becomes signatory to this Agreement or enters into a separate agreement with the Union, incorporating by reference therein, the provisions of this Agreement. Construction Employers Association shall provide the Union with a list of the Employers on whose behalf it executed this Agreement. In the event that an Employer assigns its right to bargain this Agreement to the Association after the effective date of this Agreement, then the Association shall provide the Union with the name and contact information of such new Employer within thirty (30) days of its assignment to the Association.

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 construction (as hereinafter defined) in the following geographic areas: Ashland, Ashtabula, Belmont, Carroll, Columbiana, Coshocton, Cuyahoga, Erie, Geauga, Harrison, Holmes, Huron, Jefferson, Knox, Lake, Lorain, Mahoning, Medina, Monroe, Morrow, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas and Wayne 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 the Union and 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, (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 construction is herein defined as all work in connection with the construction, reconstruction, improvement, enlargement, alteration, repair renovation, painting or decorating of such improvements of all housing units, single-family dwellings, duplexes, condominiums, cluster homes, nursing homes, assisted living facilities, apartments, wood-framed hotels and motels and related buildings of four (4) stories and fewer (so long as said building does not include any commercial space). Residential construction is also herein defined as any project identified as residential by the Federal Government or any of its agencies, or any State Government or political subdivision. The Union reserves the right to designate projects on a job-by-job basis which are deemed special conditions to be covered under this Agreement. This Agreement is a stand-alone agreement and the work performed hereunder is not subject to the terms and conditions of any other trade agreement.

## **ARTICLE III RECOGNITION**

The Employer recognizes the Union as the sole, exclusive bargaining representative for all Carpenters and Carpenter Apprentices on work 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 Employer for the transaction of necessary business with the Employer, or with the Employees covered by this Agreement.

## **ARTICLE IV UNION SHOP**

Section 1. All new Employees shall be registered by the Employer with the JATC and the Union on their first day of employment. All journey person Employees shall become and remain members of the Union on the eighth (8<sup>th</sup>) day of employment, or on the eighth (8<sup>th</sup>) day following the execution of this Agreement, whichever occurs later, as a condition of continued employment. All apprentices shall become and remain members of the Union on the eighth (8<sup>th</sup>) day of employment or the eighth (8<sup>th</sup>) day following the execution of this Agreement, whichever occurs later, as a condition of continued employment. Any Employer who fails to comply with the provisions of this Section shall pay a penalty to the Union of One thousand Dollars (\$1,000.00) per offense.

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 right 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 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. It is not the intent to discriminate by the use of gender; thus, any use of the masculine gender or pronouns shall be construed to include the feminine gender, as well.

## **ARTICLE V WAGE RATES AND CONTRIBUTIONS**

Section 1. The Employer agrees to participate in and make contributions towards the appropriate Fringe Benefit Funds as set forth in the attached Appendices, the contents of which are hereby incorporated herein.

Section 2. 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 Fringe Benefit Funds referenced in the attached Appendices. The audit or examination shall be performed by the appropriate Fringe Benefit Fund(s) auditor or by its/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 Fringe Benefit Fund(s). If, as a result of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) 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.

Section 3. The respective Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the Fringe Benefit Funds referenced in the attached Appendices 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 use 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.

Section 4. In addition to any contributions otherwise called for herein, the parties agree that, effective May 1, 2017, the Employer shall make a contribution of Eight Cents (\$0.08) per hour worked for each Employee covered by this Agreement to the Construction Industry Service Program. Effective May 1, 2018, this amount will be Nine Cents (\$0.09) per hour, and effective May 1, 2019, this amount will be Ten Cents (\$0.10) per hour. Such payments shall be made on or before the fifteenth (15<sup>th</sup>) day of the month following the month of the work performed.

Section 5. U.B.C. Training Fund. 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 on or before the fifteenth (15<sup>th</sup>) 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 47 other governing documents adopted pursuant to such Trust; however, no action under said Agreements and Declarations of Trust can increase the Employer's contributions detailed in this Agreement with the Employer's consent. The Employer's liability shall be limited to making such contributions. The contributions designated "U.B.C. TRAINING FUND" in SECTION 1 of the Appendices referred to below and incorporated herein are contributions to the Training Fund.

Section 6. The wage rates, contribution rates and other provisions of the following Appendices shall apply to work performed within the counties set forth therein:

APPENDIX A AKRON OFFICE AREA Medina, Portage & Summit Counties	APPENDIX B AKRON OFFICE AREA Coshocton, Holmes, Knox & Morrow Counties
APPENDIX C AKRON OFFICE AREA Carroll, Stark, Tuscarawas & Wayne Counties	APPENDIX D CLEVELAND OFFICE AREA Ashtabula, Cuyahoga, Geauga & Lake Counties
APPENDIX E	APPENDIX F

NORWALK OFFICE AREA Lorain County	NORWALK OFFICE AREA Ashland, Erie, Huron & Richland Counties
APPENDIX G YOUNGSTOWN OFFICE AREA Belmont, Columbiana, Harrison, Jefferson & Monroe Counties	APPENDIX H YOUNGSTOWN OFFICE AREA Mahoning & Trumbull Counties

Section 7. Allocation of Annual Increases. Any agreed upon annual increase shall first be allocated to any amount proposed by the Health Fund's actuary and approved by the Health Fund's trustees to be needed to provide health and welfare benefits at no greater than their current levels, and next to any amount recommended by the Pension Fund's actuary and approved by the Pension Fund's trustees to be needed to provide pension fund benefits at no greater than their current level. Any balance may be allocated for wages.

## **ARTICLE VI CHECKOFF OF DUES OR ASSESSMENTS**

**6.1** During the life of this Agreement, each Employer agrees to deduct membership dues, levied by the Union in accordance with its constitution and by-laws, from the pay of each Employee from whom it has on file an unrevoked "Authorization and Direction" form for checkoff of dues. For the purpose of filing such "Authorization and Direction" forms, the Employer regards the files of the Union as its own and expressly authorizes the Union to retain in its possession and files "Authorization and Direction" forms for dues checkoff addressed to the Employer. Deductions shall be made only in accordance with provisions of said "Authorization and Direction" form and in such amount as the Union may from time-to-time designate in writing. The monthly contribution period and report by the Employer shall end with and include the last full week pay period of the month. Payment and reports for each monthly contribution period shall be mailed or delivered to the appropriate Fringe Benefit Funds Office on or before the fifteenth (15<sup>th</sup>) day of the following month.

**6.2** It is understood and agreed that if any Employee wishes to make a voluntary contribution of three (\$0.03) per hour for each hour worked to Committee on Political Education (COPE), and authorizes the Employer to make such a deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contribution from the earnings of such employee and agrees to transmit them along with other fringe benefits and deductions to a central depository identified in writing by the Union. It is agreed that these authorized deductions are not a condition of membership in the Union or of employment with the Employer. Unless otherwise agreed, all provisions of this Section 8.2 shall terminate or "sunset" with the termination of this Agreement on April 30, 2020.

## **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 observed holidays shall be paid at time and one-half (1-1/2). When one of the following holidays falls on a Saturday or Sunday, the holiday shall be observed on the day on which the U.S. Government observes the holiday.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **ARTICLE VIII PAYDAY**

Section 1. All Employees 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. The checks are to be presented on the job or in the shop before 4:30 P.M. or the Employees will be allowed sufficient time during the regular working day to go to the shop or office and receive their pay. The payroll week shall be a calendar week and payday shall not be later than the following Friday.

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 an Employee is laid-off, he shall be paid in full on the job at the time of such layoff 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 places. When Employees quit of their own accord or are discharged, they shall wait until the next regular payday for the wages due them.

## **ARTICLE IX SAFETY**

There shall be no restriction on the use of safety equipment or 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.

In accordance with applicable OSHA safety and health standards required safety and education, the Union shall make available to each Employee the 30-hour OSHA training course. All existing journeymen are required to complete the training prior to January 1, 2015 and all apprentices are required to complete the training within two (2) years of graduation from the apprenticeship program. Continued employment for non-compliant journeymen shall be at the Employer's discretion.



## **ARTICLE X COMPENSATION INSURANCE**

Section 1. The Employer agrees at all times to comply with all State and Federal laws and statutes pertaining to the workers' compensation, unemployment insurance, withholding taxes and the Social Security Act. The Employer further agrees to provide Ohio workers' compensation and Ohio unemployment compensation for all Employees covered by this Agreement, regardless of the number of Employees employed by the particular Employer, and also agrees to file compensation claims promptly. The Employer further agrees to comply with all applicable health and safety laws.

Section 2. An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight-time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. Since the Employee shall provide no services for said payment or perform any bargaining unit work, the Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

## **ARTICLE XI APPRENTICES**

Section 1. 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.

Section 2. 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 per hour for each hour paid to the Carpenters' Joint Apprenticeship and Training Fund. All residential Apprentices shall be required to honor all terms of the residential Apprentice curriculum and standards during the course of their training.

Section 3. The Apprentice Program shall be administered by the Carpenters' Joint Apprenticeship and Training Program Committee in accordance with rules set forth in the Carpenters' Agreement.

Section 4. A one (1) Journeyman to one (1) Apprentice ratio will be permitted on all residential projects performed under the terms of this Agreement.

Section 5. The wages of Apprentices shall be paid on a progressively increasing schedule based on the Journeyman's hourly earnings. (See attached wage sheet for Apprentice rates in appropriate area.) Except for Appendices G and H, Employees who are seventh (7<sup>th</sup>) six (6) month Apprentices shall be compensated as sixth (6<sup>th</sup>) six (6) month Apprentices under this Agreement and Employees who are eighth (8<sup>th</sup>) six (6) month Commercial Apprentices shall be compensated as Journeymen under this Agreement.

Section 6. Any apprentice who has completed three (3) years of certified training through the JATC will be compensated as a residential journeyman carpenter.

Section 7. The sixth-six month period will increase to eighty percent (80%) of journeyman wages in Appendices G and H.

Section 8. All probationary apprentices within the jurisdiction of the 27 county agreement will start at \$9.50.

## **ARTICLE XII 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/are held to be unlawful, then the 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**

This Agreement covers all Employees performing work coming under the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America, including but not limited to: framing, siding, drywall, shingles, flooring, tile, marble and terrazzo. The tending of all work listed herein shall be by members of the Union and carpenters may tend carpenters on all residential projects performed under the terms of this Agreement.

## **ARTICLE XIV SUB-CONTRACTOR 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 principal place of business is outside of the Northeast Region's jurisdiction. The Union shall have the right to place a steward on the job.

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 the Union.

Section 4. The steward will 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 promote productivity in word and deed.

## **ARTICLE XVI ADJUSTMENT OF GRIEVANCES AND SETTLEMENT OF DISPUTES**

The following procedure shall be followed for the purpose of adjusting grievances except the matters covered in Step 4.ii. In addition, Steps 1, 2 and 3 shall not apply to disputes which arise out of matters that are general in nature and do not apply to a grievance of only a particular Employee.

**A. Step 1.** An aggrieved Employee shall notify the steward of his grievance and the steward shall discuss the grievance with the working foreman or job superintendent in an effort to resolve the dispute.

**B. Step 2.** In the event the grievance is not resolved by the close of the working day following the day the steward brings the grievance to the attention of the foreman or superintendent, the Business Representative of the Union and the Executive Secretary of the appropriate Employer association, or its designated representatives, shall discuss the grievance in an effort to resolve the dispute.

**C. Step 3.** In the event the grievance is not resolved in Step 2 within three (3) working days after the grievance has been initiated by the steward, then the grievance shall be reduced to writing, dated and signed by the aggrieved Employee or Employees and the steward and presented to the Joint Arbitration Board. If the grievance is not presented to the Joint Arbitration Board within five (5) working days after the expiration of the time period specified hereinabove, the grievance shall be deemed waived and abandoned. The parties hereto may, by mutual agreement, extend the time period within which a grievance must be presented to the Joint Arbitration Board.

**D. Step 4.**

**i.** There shall be a Joint Arbitration Board, consisting of three (3) members of the appropriate Employer association and three (3) members of the Union. The Board shall be constituted and shall select a Chairman and a Secretary promptly after the execution of this Agreement. Should any dispute or disagreement arise between the parties hereto which has not been settled in one (1) of the above Steps (except as hereinafter in this Section provided) either party, within five (5) working days, may request a meeting of the Board, in writing, directed to the Chairman or Secretary of the Board stating the object or objects for which the meeting is to be called. A copy of the request shall also be sent to the Employer, or to the Union, as the case may be. The Board shall meet within three (3) days after the receipt of such a request upon the call of either the Chairman or Secretary. Four (4) members of the Board shall constitute a quorum; two (2) from the Employer and two (2) from the Union. At the request of either party, legal counsel may be present for both parties but will not be considered a part of the Board. Neither side shall cast more ballots than the other. A decision shall require a majority vote of those present and entitled to vote as hereinbefore provided.

**ii.** Neither the Joint Arbitration Board nor the Board of Umpires hereinafter provided for shall have authority to consider a deal with or make awards with regard to jurisdictional disputes as hereinafter described nor with regard to charges of unfair labor practices arising under the National Labor Relations Act, as amended from time-to-time. However,

the parties may, by mutual consent, refer charges of unfair labor practices to the arbitration procedure provided herein. In which case, the award may include reinstatement and/or back wages where such are called for. Nothing in this Agreement shall be construed as allowing arbitration of the terms and conditions of any contract or agreement to be entered into upon a termination or expiration of this Agreement or of any change or modification of an existing agreement, whether or not proposed at the time provided in Article XXIX relating to Duration and Modification, contained in this Agreement.

**E. Step 5.**

**i.** Should any dispute or disagreement (except as above set forth in Subsection ii., Step 4 of this Article) arise between the Employer and the Union and a definite settlement of the same be not arrived at by the Joint Arbitration Board, it shall be submitted to a Board of Umpires, comprised of one (1) representative of the Employer and one (1) representative selected by the Union and a third member to be selected by the two (2) thus chosen, for decision by such Board of Umpires by a majority vote. In the event that these two (2) members cannot agree upon a third member of the Board of Umpires within three (3) days after their appointment, the third member shall be selected in accordance with the rules of either the Federal Mediation and Conciliation Service or the American Arbitration Association, as the parties may elect.

**ii.** With respect to jurisdictional disputes between the Union and any other union growing out of demands for the same work by both unions, the parties to this Agreement agree to abide by the Plan for the Settlement of Disputes in the Construction Industry, or its successor set-up by the Building Trades Department of the AFL-CIO, which are hereby made a part of this Agreement by reference and to abide by the award of said Board.

**iii.** Pending the conclusion of arbitration on all matters (except those which are excepted in Subsection ii. of Step 4 of this Article), there shall be no stoppage of work, slowdown or other curtailment, interruption or interference with work and should work be stopped, curtailed or interfered with by either party, the officers of each party agree to immediately direct the cessation of such stoppage, curtailment or interference and order the resumption of the work. Decisions made by a majority of the members of a Joint Arbitration Board or Board of Umpires, as the case may be, shall be final and binding on both the Union and the Employer and may be enforced in any court of competent jurisdiction. Furthermore, each party agrees to carry-out the decision, finding or award made by the Umpires or a majority of them. Such decision, finding or award shall be made in writing and shall be signed by the Umpires making the same, and a signed

copy shall be delivered forthwith to each party. Any party that is required to enforce an arbitrable decision through appropriate legal action shall also be entitled to recover the costs of enforcement, including attorneys' fees, incurred by it in connection therewith. In the event the Employer fails or refuses to comply with the decision of the Joint Arbitration Board or the Board of Umpires, then the Union shall have the right to refuse to provide manpower to said Employer without same being considered a breach of this Agreement.

## **ARTICLE XVII MANAGEMENT RIGHTS**

The Employer retains the full and exclusive rights, powers, functions and authority of management, including but not limited to the operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for just cause, and the right to relieve employees from duty because of lack of work, inability to perform the work, or for other just reasons, except as provided elsewhere in this agreement. It is recognized that the Employer has the exclusive right to determine the establishment of quality standards and the judgment of the quality of workmanship required. It is understood that the Employer has the exclusive right to the establishment, modification and enforcement of jobsite rules and regulations which are not in direct conflict with any of the provisions of this Agreement.

## **ARTICLE XVIII MISCELLANEOUS**

Section 1. The use of personal (non-business) pagers, cellular telephones and other communication devices may be prohibited during working hours at the option of the Employer. However, the use of the above-stated items shall not be restricted during recognized break times. In the event of family illness or pregnancy, Employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above-stated devices will be cause for one (1) verbal and one (1) written reprimand and a third (3<sup>rd</sup>) occurrence shall be cause for dismissal.

Section 2. The Construction Employers Association and the Union will collectively work to support an active marketing effort on behalf of the residential market.

Section 3. Management and Labor agree to create new joint labor-management committees to discuss and monitor three issues: project labor agreements (PLAs); the legislative process concerning alternative dispute resolution (ADR) and to discuss its implementation if approved by the Ohio legislature and jointly agreed to by labor and management; and to review "special conditions" concerning the use of residential wages as outlined in Article II (Scope).

Section 4. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property, and to provide a safe working environment. Towards those ends, the Employer and the Union have agreed upon the terms of a Joint Labor-Management Uniform Drug/Alcohol Program, copies of which may be obtained from the Employer or the Union and the contents of which are incorporated herein. The purpose of the program is to establish and maintain a drug free, alcohol free, safe and healthy work environment for all Employees.

Section 5. It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer request.

Section 6. Employers who elect to pay a bonus are not required to pay fringe benefits on additional voluntary compensation.

#### **ARTICLE XIX FAVORED NATIONS CLAUSE**

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions other than those contained in a market retention agreement shall automatically be extended to all Employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision. In the event of a Project Labor Agreement, the Union agrees to include the appropriate Employer Association(s) in any and all discussions that vary from the terms and conditions of this Agreement. The Union may sign PLAs provided there are no added responsibilities upon the Employers signatory to this Agreement. The Employer Associations will designate a PLA committee for the purpose of these negotiations.

#### **ARTICLE XX 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 30<sup>th</sup> day of April 2020, 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.

Furthermore, in the event it is determined to be in their mutual interest, the Employer and the Union agree to reopen negotiations after the 30<sup>th</sup> day of April 2020.

**ARTICLE XXI**  
**TERMINATION OF AGREEMENT**  
**FOR NON-ASSOCIATION MEMBERS**

Section 1. Any Employer who is or becomes signatory to or bound by the terms of this Agreement and who at the time of its expiration is not a member of The Construction Employers Association, acknowledges that notice of termination or modification of this Agreement which is given to the Association shall be notice to such Employer of the Union's desire to terminate or modify this Agreement.

Section 2. In the event an Employer who is not a member of any of The Construction Employers Association does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement more than sixty (60) days prior to the expiration of this Agreement to both the Union and the Association, such Employer shall be deemed to have appointed the Association as its agent for such collective bargaining.

Section 3. The provisions of this Article shall operate for successive collective bargaining agreements until such time as the Employer who is not a member of any of The Construction Employers Association gives timely notice to the Union and the Association of its desire to negotiate separately or until such time as the Union gives notice that it does not desire to have the Association act as bargaining agent for such Employer.

**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 EMPLOYER:

FOR THE UNION:

THE CONSTRUCTION  
EMPLOYERS ASSOCIATION

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

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Authorized Representative

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Authorized Representative



**ASSENT OF PARTICIPATION  
RESIDENTIAL AGREEMENT**

*Indiana / Kentucky / Ohio Regional Council of Carpenters*

The Undersigned Employer has read, understands and hereby accepts and becomes bound as a party to the Residential Agreement Indiana / Kentucky / Ohio Regional Council Of Carpenters United Brotherhood Of Carpenters And Joiners Of America (the "Agreement") in its entirety, which is incorporated by reference as is set forth fully herein. The Employer further agrees to be bound by any subsequent renewals, amendments, modifications, replacements and addenda to that Agreement unless this Assent is timely terminated in accordance with the provisions below. The Employer agrees that the Union's notice to the Association party to the Agreement of intent to terminate, open or modify the underlying Agreement shall be considered as notice to the Employer.

This Assent may be terminated by certified letter with return receipt from the Employer to both the Union at 771 Greenwood Springs Drive, Greenwood, IN 46143 and the Association party to the Agreement not later than sixty (60) days nor more than ninety (90) days prior to the expiration date of the underlying Agreement or renewal. The termination will be effective as of the applicable expiration date. If proper notice is not provided, the Employer shall be bound to all terms and conditions of any subsequent collective bargaining agreement negotiated by the Union and the Association party to the Agreement.

Sign below and return this Assent of Participation together with a completed "Fact Sheet" and "New Contractor Questionnaire" to the Union at 771 Greenwood Springs Drive, Greenwood, IN 46143.

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Name of Company

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Representative of the Union

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Signature

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Signature

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Date

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Date

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Address

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City, State, Zip