

Indiana, Kentucky & Ohio Regional Council of Carpenters
Northwest Ohio Region, RESIDENTIAL Addendum

Effective May 1, 2018 through April 30, 2023

The terms and conditions of the Collective Bargaining Agreement will continue in full force and effect as if completely rewritten herein **EXCEPT** for the following modifications to the scope of work identified in Article I as residential work.

The terms of this Agreement will be reviewed semi annually. It is the intention of the parties to consider any changes that will align the terms of this Agreement and the Collective Bargaining Agreement when feasible during the semi annual review.

ARTICLE I
SCOPE OF AGREEMENT

Section 1: This Agreement shall apply and is limited to the “Residential Work”.

A. Residential Construction: Residential Construction is defined as new construction, alteration, or repairs of, including but not limited to, any single family and multi-family houses, apartment buildings, hotel, motel, nursing homes, assisted living, town houses or row houses, or mobile home developments. Work within the traditional carpenter trade autonomy on structures designed for permanent habitation. For the purpose of this Agreement, wages shall be paid on the basis of the number of stories under construction or reconstruction or alteration as follow:

- 1) Residential construction four stories and less.
- 2) Residential construction five stories and above.

“Residential Story” is defined as:

- 1) A lowermost story is considered a first story(floor) if it is:
 - a) Primarily above exterior grade on one or more sides, and
 - b) Contains at least 50% living accommodations or related non- residential uses (laundry space, recreation/ hobby rooms, and/or corridor space).
- 2) A lowermost story is considered a first story (floor) if it contains the main entrance to the building.
- 3) A lower most story is considered a first story (floor) without regard to exterior grade if it is used for apartment space in substantially similar to the upper floors.

“Residential basement” is defined as a single story below grade used for storage: parking, mechanical system/equipment, etc. A basement story is not used in determining a building & height with regards to the application of residential wages.

- B. Traditional carpentry autonomy includes, but is not limited to, placing, setting and aligning concrete form systems; fabrication and installation of all framing components; installation and maintenance of shingle roof systems; installation of wall board systems; installation of all finish carpentry systems; installation of all exterior siding systems; and the placing, setting and aligning of all decks and decorative exterior systems, overhead doors, all type of wall and floorcovering.
- C. The Indiana Kentucky Ohio Regional Council of Carpenters reserves the right to designate other projects to be worked under their agreement.

ARTICLE II
RECOGNITION

Section 1: The Company agrees to recognize, and does hereby recognize the Union, pursuant to Section 9(a) of the Labor-Management Relations Act of 1947, as amended, as the sole and exclusive bargaining representative for an appropriate bargaining unit including all journeypersons, apprentices, and probationary employees of the Company.

Section 2: The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through the duly authorized representative(s) of the Union. Further, the Company will not enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement(s) shall be null and void.

Section 3: In the event the Company is found working a residential classified employee on work other than that covered under this Agreement, the Company shall be liable for the difference in wage/benefit rate between the residential rate and the standard rate for each misclassified worker(s).

ARTICLE III
MANAGEMENT RIGHTS

Section 1: The Company has the complete authority for the management of the work forces on all work performed under this Agreement.

- A. 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(es) not jeopardize the safety and/or health of employees working under this Agreement.

ARTICLE IV
JOB CLASSIFICATIONS

Section 1: An employee performing work under this Agreement shall be classified as follows:

- A. Journeypersons - an individual that has adequately demonstrated his knowledge and proficiency at all parts of the trade, who has four (4) years documented experience at the trade, or who has been certified by a bonafide apprenticeship program, registered with the US Department of Labor/Bureau of Apprenticeship.

B. Apprentice - an individual who has completed all of the prerequisites and has signed an indenture-ship agreement with the Northwest Ohio Carpenters Joint Apprenticeship Committee.

ARTICLE V
WORK HOURS

Section 1: A work week shall by Monday through Saturday inclusive. The Company may schedule bargaining unit employees for up to forty (40) hours during any work week.

Section 2: All time worked after forty (40) hours in a work week shall be paid for at the rate of time and one-half (1 1/2).

Section 3: All time on Sundays and recognized holidays shall be paid for at the rate of double time.

Recognized holidays shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Easter and Good Friday. When a holiday falls on Sunday, the following Monday shall be observed. There shall be no work on Labor Day except in special cases of extreme emergency.

Note: A 10 minute coffee break shall be observed at the work station in mid-morning. Employers shall provide an appropriate afternoon break when the regular shift is scheduled for more than eight (8) hours.

Section 4: Any employee hired by the Employer or referred by the Union who reports to the location designated by the Employer at starting time and work is not provided for any reason shall be paid one (1) hour show-up-time, provided the employee was not notified by the Employer before leaving home.

ARTICLE VI
WAGE RATE(S) & Working Conditions

Section 1: Changes in the wage rates are effective the first full pay period after the date indicated on the wage addendum and the addendum is included as though written herein. This addendum shall cover the following 19 Northwest Ohio Counties: Lucas, Wood, Williams, Fulton, Defiance, Henry, Ottawa, Sandusky, Seneca, Paulding, Putnam, Hancock, Wyandot, Crawford, Van Wert, Allen, Hardin, Mercer and Auglaize. For the purpose of wages and benefits the projects covered under this agreement will be:

- **Residential projects four (4) stories and less**
- **Residential projects five (5) stories and above:**

Dues Deduction = 3.5% of gross wages

Payroll Deduction = \$0.05 UBC Programs, \$0.40 Market Recovery Fund, \$0.03 COPE

Wage addendum is issued after any change in wage allocation and available from the AGC or the Union.

Future wage increases:

5/1/2018 \$1.25

Effective May 1, 2020, wage reopener for revised wage packages will be negotiated for the final three years of the term of this agreement.

Section 2: Foreman - one journeyman shall be designated as foreman and shall instruct the other carpenter employees as to their job assignments. Foremen shall receive \$1.50 above the journeymen's rate per hour.

On any crew where a foreman is not designated, the employer will assume the responsibility for instructing the employees as to their job assignments.

Section 3: Drinking water- Any employer or Owner who employs carpenters shall furnish clean, cold water in sanitary containers with sanitary drinking cups available at all times. Ice shall be provided between May 1 and October 1.

ARTICLE VII **FRINGE BENEFITS**

Trust Agreements and Compliance with Law: All payments required to be made to the respective funds as set forth in this Article shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular fund and all forms required to be completed shall be so completed. As regards, the enforcement of collections and the payment of the required amounts into the funds, the parties shall be bound by the determinations of the Trustees of establishing the various funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal Laws pertaining to the subject matter relative to each fund.

ARTICLE VIII **EMPLOYMENT RATIOS**

Section 1: The Company shall perform all work exclusively with journeymen and apprentices in a ratio not greater than two (2) apprentices for each journeyman.

Section 2: The Union reserves the right to adopt specialty classifications for those employees of companies that perform work in the non-traditional residential carpenter autonomy.

Section 3: The Union and Contractor reserve the right to adjust the terms of this agreement on a job by job basis as needed.

ARTICLE IX
TERMS OF AGREEMENT
Northwest Ohio Residential Carpenters Agreement

Section 1: This Agreement shall become effective on the date it is executed and shall remain in full force and effect until 11:59 p.m., April 30, 2023, and shall continue in full force unless changed or terminated as provided for in the Collective Bargaining Agreement.

UNION:

COMPANY:

Name (Please Print)

Name (Please Print)

Signature

Signature

Title

Company Name

Company Street Address

City, State and Zip Code

Telephone Number

Federal ID #

Workers Comp #

Unemployment #

**LABOR RELATIONS DIVISION OF
THE ASSOCIATED GENERAL
CONTRACTORS OF NORTHWEST
OHIO, INC.**

**INDIANA, KENTUCKY & OHIO
REGIONAL COUNCIL OF CARPENTERS
NORTHWEST OFFICE**
