

**ARTICLES OF
NORTHWEST FLOORCOVERING AGREEMENT**

BETWEEN

**FLOORCOVERING CONTRACTORS ASSOCIATION
OF NORTHWESTERN OHIO, INC.**

AND

**INDIANA / KENTUCKY / OHIO REGIONAL
COUNCIL OF CARPENTERS**

EFFECTIVE MAY 1, 2023 THROUGH APRIL 30, 2026

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ARTICLES OF NORTHWEST FLOORCOVERING AGREEMENT BETWEEN
FLOORCOVERING CONTRACTORS ASSOCIATION
OF NORTHWESTERN OHIO, INC.
AND
INDIANA / KENTUCKY / OHIO REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

ARTICLE I

UNION SECURITY

- (1) All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. Employees shall have all Union obligations fulfilled including monetary obligations paid current, prior to commencing work. New employees shall be required to become and remain members of the Union in good standing as a condition of employment from and after the seventh (7th) day following the date of their employment, or the effective date of this Agreement, whichever is later. Employers are to notify the Union when Installers are hired.
- (2) Wherever in this Agreement “man” or “him” or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

RECOGNITION

- (3) WHEREAS, the parties hereto are desirous of stabilizing employment and promoting harmony and efficiency in the relations between the Contractor and the Union, the parties hereto agree as follows:
- (4) The Contractor agrees to recognize and hereby does recognize the Union, its designated agents and representatives, as the sole and exclusive bargaining agent on behalf of all bargaining unit employees performing flooring work related to the floorcovers jurisdiction, including preparation, installation, repair, removal and all work assignments involved in the preparation, installation, finishing repair and maintenance of tile, marble, terrazzo and dimensional stone and burnt, or fired clay products, or, concrete polishing and all work assignments involved is the act of changing the surface of the floor for aesthetic, decorative flooring finish whereas most concrete finished floors are alternatives to other UBC scope of work including carpeting, resilient flooring, resinous flooring, wood flooring and synthetic turf applications, or any other work falling under the Floorcovers jurisdiction with respect to wages, hours and all other terms and conditions of employment.
- (5) The Employer acknowledges that the Union has offered to establish its majority status by allowing the Employer to examine authorization cards voluntarily executed by the Employer’s eligible employees in an appropriate unit; the Employer is satisfied that the Union represents a majority of its eligible employees in an appropriate unit and has waived the opportunity to examine the authorization cards; and therefore, the Employer recognizes, pursuant to Section 9 (a) of the Labor Management Relations Act of 1947, as amended, the Union as the sole and exclusive bargaining representative for all full-time and regular part-time journeymen, apprentices, trainees, foremen, and general foremen performing Floorlaying work but excluding all office employees, professional employees, managerial employees, guards and supervisors as defined in the Labor-Management Relations Act of 1947, as amended.
- (6) The Employer waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its term, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation during the term of any negotiated collective bargaining agreement.

- (7) Thus the Contractor agrees it will not recognize, deal with or enter into contractual or other relations, either written or oral, with any other labor organization, agency, committee, group of employees or any employee or other person with respect to wages, hours and all other terms or conditions of employment, other than employees covered by this contract.

COLLECTIVE BARGAINING UNIT

- (8) The persons, firms, corporations, joint ventures, or other business entities bound by the terms of this Agreement are referred to in this Agreement as “Employer” or “Employers.”

ACCESS TO JOBS

- (9) Authorized representatives of the Union and the Northwest Ohio Carpenters Joint Apprenticeship and Training Committee shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Representatives comply with customer rules.

ARTICLE II

HIRING

- (10) Skilled craftsmen living in the area covered by this Agreement shall be given preference in employment without regard to Union membership.

HOURS

- (11) Any eight (8) hours per day between 6:30 a.m. to 5:00 p.m. daily (1/2 hour for lunch) Monday through Friday, forty (40) hours per week to constitute a week’s work at straight time. All floorcovers shall have thirty (30) minutes undisturbed lunch period in the middle of each shift.

On jobs scheduled for five eight hour days, Monday through Friday, the employer may request employees, who have been scheduled for work the full week, to work up to ten hours in a day at straight time. The appropriate overtime will be paid after ten hours in the day or 40 hours in the week. Any work over eight hours per day shall be voluntary on the part of the employee. Employees declining such work shall do so without penalty or recrimination, If a contractor is found to violate the voluntary nature of this provision, the grievance committee, in addition to all remedies legally available at its discretion may suspend the contractor’s ability to employ this provision.

- (12) Saturday starting time to be at 7:30 a.m. or 8:00 a.m. and paid at time and one-half (1 ½) for eight (8) hours, after which time, double time (2) shall be paid. Sundays are to be paid at twice (2) the single rate.
- (13) Holidays – Recognized holidays shall be New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed. All hours worked on a holiday shall be paid at double time (2X). There shall be no work on Labor Day except in special cases of extreme emergency.
- (14) Time and one-half (1 ½) to be paid one (1) hour before regular schedule starting time. If an employee is late for work, he must work eight (8) hours before he is to receive time and one-half (1 ½), then seven (7) hours, or to 12:00 midnight at time and one-half (1 ½) before double time (2) applies.
- (15) When a man works for another shop or firm and has already worked his regular (8) hours, he shall receive overtime based on the rates as prescribed above and shall not work more than six (6) hours or later than 12:00

midnight for this shop or firm, unless he does not have scheduled work to perform for his regular shop the following day.

- (16) Four-Tens: An Employer, at his option, may schedule four (4) ten (10) hour days at straight time pay provided the Employer gives notice to the employees before the start of a 4-10's work schedule. The 4-10's schedule is to be used Monday through Thursday, with Friday (not Saturday) utilized as a make-up day. Any work over ten (10) hours a day will be paid at the appropriate overtime rate. Jobs scheduled for four-tens shall be worked as four-tens for the entire calendar week. Start time on four-tens shall be scheduled between 6:00 a.m. and 8:00 a.m.

WORKING CONDITIONS

- (17) Distribution of employees between the firms signing this Agreement requiring Journeymen, shall call the office of the Union for additional men. When men are loaned from employer to employer, they shall have three working days after recall to report back. These days may be waived by mutual consent.
- (18) It shall be the responsibility of the Employer to notify the Union (within seven (7) days) when an Installer is hired. Upon layoff or discharge the member is requested to notify the union and register for work.

ARTICLE III

SHOW-UP TIME

- (19) Any employee 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, providing the employee was not notified by the Employer before leaving home. When the employee works beyond the first one (1) hour, he shall receive pay for actual hours worked, rounded to the next whole hour.

PAYDAY

- (20) Payday shall be a specific day of the week not later than four (4) days after the close of the payroll. If the payday falls on a holiday, the Employer shall pay on the last regular scheduled workday prior to the holiday. Itemized deductions and hours worked will be shown on pay stubs.
- (21) In the event a member of the Bargaining Unit does not receive his pay (week's wages) by quitting time on the Employee's designated pay day, he shall receive two (2) hours pay and fringe benefits for each day he has to wait. This shall include Saturdays, Sundays and Holidays.
- (22) Any authorized representative of the Union shall have the right to inspect the payroll check stubs of any Bargaining Unit employee.
- (23) All discrepancies of hours or wages shall be reported in writing by the member to the Union within seven (7) days of receipt of pay.
- (24) The obligation of the Union to pursue the collection shall cease if the above section is not adhered to.
- (25) The Employer agrees that any portion of the work under this contract shall be done by his own work force or by Sub-Contractors who have signed Bargaining Agreements with the Northwest Ohio Region of the Indiana / Kentucky / Ohio Regional Council of Carpenters.

ARTICLE IV

SHIFT WORK RATE

- (26) The Employer may schedule shift work stated as a shift differential, whereby the installer is paid the appropriate base rate, plus One Dollar and Fifty Cents (\$1.50) per hour, for a single eight (8) hour shift. The shift differential of \$1.50 per hour shall apply to all apprentice rates.

HOURLY RATES

- (27) The following Hourly Rates and Fringe Benefits shall apply during the life of this Agreement in the following Counties of the State of Ohio:
- A. Zone I-N: Lucas, Fulton, Hancock, Wood, and the following parcels:
 - a. The parcels bound by railroad tracks to the north, S. Metcalf Street to the east, railroad tracks to Buckeye Road to the south and Ft. Amanda Road to the west, located in Lima, Allen County, Ohio 45804, commonly known as the “Cenovus Lima Refinery Site”, the “Ineos Site” and the “Nutrien Lima Nitrogen Site.”
 - B. Zone I-S: Defiance, Henry, Ottawa and Williams.
 - C. Zone II-L: Allen, Auglaize, Crawford, Hardin, Mercer, Paulding, Putnam, Sandusky, Seneca, Van Wert and Wyandot.

For a specific breakdown of wages and benefits refer to the wage addendum and the Zone that covers the work to be performed. Wage addendum is issued after any change in wage allocation and available from the AGC or the Union.

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 fund benefits at no greater than their current levels, and next to any amount recommended by the Ohio Carpenters Pension Fund’s actuary and approved by the Ohio Carpenters 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. Should the trustees of the Ohio Carpenters Pension Plan call for a reduction in the amount of hourly supplemental, non-accruing contributions, the above-listed total straight-time hourly compensation rates shall automatically be reduced by one-half (1/2) of the amount reduced.

All wage/fringe benefit increases shall become effective the first full pay period following the effective date of increases

Future increases

5/1/2023	\$2.64	5/1/2024	\$2.11	5/1/2026	\$2.05
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Deduction: *Vacation: \$1.15

Apprentices shall not be required to participate in the vacation plan. Dues: There shall be a dues deduction plan, whereby the employer deducts three and a half percent (3 1/2 %) of gross wages and remits to the Ohio Carpenters Health Fund.

FRINGE BENEFITS

(28) General

1. The fringe benefit provisions contained in this Agreement shall apply to all Employers who become signatory or bound by this Agreement relating to the fringe benefit programs described herein.
2. All Employers referred to in this Article (all of which Employers are hereinafter referred to as “Participating Employers”) who are party to and bound by this Agreement acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust, as hereinbefore and/or hereinafter amended, establishing the:
 - (a) Ohio Carpenters Health Fund
 - (b) Ohio Carpenters Pension Plan
 - (c) Northwest Ohio Carpenters Vacation Plan
 - (d) Carpenters Joint Apprenticeship and Training Fund
 - (e) Indiana / Kentucky / Ohio Regional Council of Carpenters Dues Deduction Fund
 - (f) Northwest Ohio Carpenters, Millwrights, and Piledrivers Supplemental Pension Plan
 - (g) UBC National Fund
 - (h) UBC Install Fund
 - (i) Committee On Political Education (COPE)
 - (j) Carpenters Training and Promotion LMCC, Inc.
 - (k) Northwest Ohio Building Trades

and acknowledge, accept, and agree to be bound by the Plan and Plan documents of each of said employee benefit plan. The Participating Employers acknowledge and agree that copies of the Trust Agreement Plans and Plan documents have been made available to them at the Ohio Carpenters Health Fund office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

3. All Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations, Resolutions and amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.
4. All participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreements.

B. Contributions

1. The Participating Employers shall contribute to each and every employee benefit plan (or to the successor of any of said plans) for all employees of each such participating Employer “who are members of a collective bargaining unit” represented by the Union (whether or not the employees are members of the Union), as follow:
 - (a) Ohio Carpenters Health Fund – Deduction shall be for every hour **WORKED** as shown on the wage addendum of this contract.
 - (b) Ohio Carpenters Pension Plan and Trust – Deduction shall be for every hour **WORKED** as shown on the wage addendum of this contract.
 - (c) Northwest Ohio Carpenters, Millwrights and Piledrivers Supplemental Pension Plan – Deduction shall be for every hour **WORKED** as shown on the wage addendum of this contract.

- (d) Carpenters Joint Apprenticeship and Training Fund – Deduction shall be for every hour **WORKED** as shown on the wage addendum of this contract.
- (e) At the request of the Union, the health fund provider may be changed. Further, the different health fund plans in effect, within this council may be combined into one (1) plan. In the event the change or combination results in a lesser contribution rate, the difference shall be put on the employee’s check. In the event the change or combination results in a contribution rate greater than the current rate of contribution, the difference shall be allocated from the base rate of pay.
- (f) UBC Install Fund – In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of Two Cents (\$.02) per hour **WORKED** for each Employee covered by this Agreement who performs floor laying or wall covering work to the International Labor Management Committee for the Floor and Wall Covering Industry (the “INSTALL Fund”). Payment shall be made to the INSTALL Fund on or before the fifteenth (15th) day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the INSTALL Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trust. Upon request, the Employer may receive the latest annual report prepared for the INSTALL Fund.
- (g) Carpenters Training and Promotion LMCC, Inc. – deduction shall be for each hour **WORKED** as shown on the wage addendum of this contract.

In the event the health fund carrier(s) is (are) changed or all of the health fund plans are combined into one (1) plan, the requirements of this article shall continue to apply.

C. Deductions

- 1. Northwest Ohio Carpenters Vacation Plan and Trust each hour **WORKED** as shown on the wage addendum of this contract.
- 2. There shall be a Dues Deduction Plan whereby the Participating Employers shall deduct the sum of three and a half percent (3 ½%) of gross pay from the base rate of pay for every hour **WORKED** for every employee who is a member of the Union, who has signed and provided to the Employer, a dues authorization form.
- 3. Committee On Political Education (COPE) – It is understood and agreed that if any floorcover employee wishes to make a voluntary contribution of three cents (\$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 contributions from the earnings of such employee and agrees to transmit them along with other fringe benefits and deductions to a central depository as determined by the union.
- 4. There shall be a payroll deduction of \$0.11, for per capita dues, payable to the Northwest Ohio Building Trades Council for each hour **WORKED** on building projects within its territory of Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Williams and Wood Counties, subject to applicable legal requirements.
- 5. Hours **PAID** are the quotient of total gross wages divided by the hourly rate of pay for one regular hour worked.

D. Reporting Forms

- 1. All participating Employers shall report to the Administrators of the aforesaid employee benefit plans, or such other duly appointed depositor, for all hours **WORKED, PAID** or otherwise contributed for, by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plan. It shall be the

obligation of the Employers to have and use the official reporting form. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information on the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms. The Administrator, however, has the right to reject such forms.

2. All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to rejection by the Administrator.
3. The forms must be obtained from the following collection agent: Ohio Carpenters Health Fund, PO Box 1257, Troy MI 48099-1257. (855) 837-3528.

E. Time of Payment of Contributions

1. Participating Employers shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment Date, which is hereby established as the 15th day of each calendar month (or the first business day thereafter if the 15th is not a business day,) for all hours (**WORKED** or **PAID**) in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Fund Office, it shall be stamped as to the date and time of receipt, and if it is received on or before the 15th day of the month (or the first business day), it shall be deemed timely paid.
2. An Employer who is more than thirty (30) days delinquent in the timely remittance of fringe benefit payments shall be placed on a weekly payment schedule. Weekly contributions and all deductions are due on the same day of the week that payroll checks are issued to employees. This shall not be later than four (4) days after the close of the payroll week. The Employer shall remain on weekly pay status until all delinquency amounts and assessed liquidated damages have been paid. An Employer who has been placed on weekly payments shall have its employees withdrawn until such time as said Employer has paid all delinquencies and assessed liquidated damages.
3. If a Participating Employer has not remitted the total fringe benefit and payroll deduction due and owing to any plan or Fund collected by the Ohio Carpenters Health Fund and filed the official reporting forms by the Fringe Benefit Payment Date as aforesaid, the said Employer shall be liable to the Trustees of each Employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of said such Plan be a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustee shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges and any terms, conditions and provisions thereof in advance of the enforcement thereof, but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.
4. If a Participating Employer is in violation of the provisions of Paragraph (E-3) hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said Employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney's fees in any court of law, arbitration proceedings, or federal or state administrative agency costs actually expended by the Trustees to enforce the said Employers' compliance with the provisions of this Agreement. Unless such Trustees, Union, or Associations have acted to the contrary, the Rules and Regulations for Liquidated Damages adopted by the Trustees of the Ohio Carpenters Health Fund shall be applicable to monies collected under this Bargaining Agreement by the depository collection agents.

F. Employer Delinquency control

1. The Trustees of the several employee benefit plans may establish Payroll Audit Programs which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Participating Employer, and they shall preserve the confidentiality of all information as obtained. The Employers acknowledge that the Ohio Carpenters Benefit Plans, as Administrative Managers of the employee benefit plans hereunder, may institute collection suits in their own name on behalf of all the employee benefit plans to which they act as depository.
2. Anything in this Agreement to the contrary, notwithstanding, the following bonding requirements shall apply to all Employers who sign this Agreement: 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 the 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 contributions, including delinquency assessments thereon; and the deductions from the 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, 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 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. The foregoing notwithstanding, any Employer who (i) signs this Agreement, (ii) does not presently have a bond and (iii) is not a "Continually Delinquent Employer" (as herein defined) shall not be required to post a bond; provided, however, that the Union shall have the right to place a steward on all of the jobs of such exempt Employers; and provided further that should any such employer become a "Continually Delinquent Employer" (as herein defined) or refuse to allow the Union to place a steward on its jobs, such Employer shall lose its exempt status and shall be required to immediately post the required bond. As used herein, the term "Continually Delinquent Employer" shall mean an Employer who has failed to remit all contributions required by the Agreement by the last day of the month following the month in which work was performed for either (i) two (2) consecutive months or (ii) for three (3) non-consecutive months in any single twelve (12) month period. 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.

In the event of a violation of this Section by an Employer, the Union shall be authorized to withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section. The Employers consent to an examination of their pertinent payroll records with respect to individual employees by the Trustees of the Ohio Carpenters Health Fund, whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the trust and policies.

G. General

1. In the event any employee benefit plan provided for in this Agreement and paid for by Participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employee attributable to said governmental action shall be paid to the employee as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective, as of the first day the governmental action is effective.

Net savings is hereby defined to be the difference between the cost of the Participating Employer contribution to Health Fund or Pension, as the case may be, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Health Fund program or Pension program, as the case may be. The Health Fund Maintenance Program funds shall not be considered in the application of the foregoing formula and shall, in the event of governmental action, always revert to the Participating Employer.

2. If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly, and if the action of the federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.
3. If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so, to the fullest extent permitted by law.
4. It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay, or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood, and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.
5. In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any or all of the existing employee benefit plans or deductions, they may do so upon the express conditions precedent that:
 - (a) The Trustees of any plan affected acknowledge and agree in writing.
 - (b) The Union shall have the right to make changes in the contributions for Health Fund and Pension contributions and any such change shall amend this Agreement and become effective upon the date requested by the Union, provided the Employer is given a 60-day notice of such change. If the Union should decide to change its Savings Plan deduction or dues deduction, the change shall become effective upon the date requested by the Union, providing the Employer is given a 60-day notice.

ARTICLE V

SCALE OF WAGES FOR APPRENTICES

- (29) It is agreed by the Employer and the Union that there may be employed one (1) apprentice for every one (1) journeyman. It is further understood that this ratio of one (1) to one (1) shall apply only to the Employer on any one job in the area that is under the jurisdiction of the Floorcovers depending upon availability of apprentices. All contract conditions shall be in force from date of hire.

Zone 1

1st Period. First 480 hours – 60% of Journeymen’s Rate. This is to be considered a probationary period. The Employer shall be required to contribute health fund on the first day of hire, no pension benefits during this first six (6) months. The apprentice shall not be required to participate in the saving plan.

1st Period. Next 3 months – 60% of Journeymen’s Rate

2nd Period. Next 6 months – 60% of Journeymen’s Rate (Pension contributions begin)

3rd Period. Next 6 months – 65% of Journeymen’s Rate

4th Period. Next 6 months – 75% of Journeymen’s Rate

5th Period. Next 6 months – 80% of Journeymen’s Rate

6th Period. Next 6 months – 85% of Journeymen’s Rate

7th Period. Next 6 months – 90% of Journeymen’s Rate

8th Period. Last 6 months – 95% of Journeymen’s Rate

Zone 2

1st Period. First 480 hours – 60% of Journeymen’s Rate. This is to be considered a probationary period. The Employer shall be required to contribute health fund on the first day of hire, no pension benefits during this first six (6) months. The apprentice shall not be required to participate in the saving plan.

1st Period. Next 3 months – 60% of Journeymen’s Rate

2nd Period. Next 6 months – 60% of Journeymen’s Rate (Pension contributions begin)

3rd Period. Next 6 months – 65% of Journeymen’s Rate

4th Period. Next 6 months – 75% of Journeymen’s Rate

5th Period. Next 6 months – 80% of Journeymen’s Rate

6th Period. Next 6 months – 85% of Journeymen’s Rate

7th Period. Next 6 months – 90% of Journeymen’s Rate

8th Period. Last 6 months – 95% of Journeymen’s Rate

These rates are based on Journeymen’s rates per hour and any changes in said rates will make a proportional change in the Apprentice Scale.

CONTINUING EDUCATION

- (30) The Employers acknowledge that part of this Agreement with the Union is the Employers consent to daytime training for apprentices. Said training shall be a condition of employment.
- (31) Ohio Carpenters Joint Apprentice and Training Committee:

Floorcovering programs will be provided, and may be Union or management sponsored, or a combination of both.
- (32) The Union agrees that they will have all journeymen INSTALL assessed by June 30, 2008. Any new journeymen will also be INSTALL assessed within 30 days of membership. The Union agrees that the INSTALL assessment will be a requirement of Union for all of its members. It will be completed at no cost to any employers.
- (33) There shall be 16 hours of mandatory training per year for all journeyman Floorcovers.
- (34) Journeymen will be compensated at the flat rate of 25 dollars per hour for the 16 hours of mandatory training paid from the Contractor’s Training fund.
- (35) Compensation will not be paid from the Contracting Training Fund for any training that may be taken other than the 16 hours of mandatory training.

- (36) The Contractors Training Fund is solely under the direction of the Floor laying Contractors Association, they reserve the right to adjust the funding requirements and make any changes that may be required.
- (37) Quality Control Program – the purpose of which is to require training for employees who have exhibited low quality craftsmanship in an area of product installation. The program will be administered through the JATC “On The Job Training” system.
- (38) Notwithstanding the stated terms of this Agreement, the Union and Association agree that industry approved training courses shall be available for attendance by April 30, 2020. The training courses are intended to include the variety of products and installations contained in the Floorcovers scope of work as determined by the Floorcovers Labor Management Cooperation Committee. Should the deadline not be met, both parties agree to reopen the contract for negotiation of all terms and conditions being May 1, 2021. In order to require negotiation either party must notify the other of their intent to reopen the Agreement by March 1, 2021.

ARTICLE VI

TRANSPORTATION

- (39) Employers reserve the right to transport men in their own trucks, cars, etc.

TRAVEL

- (40) Employees using their own transportation will report to the job site at regular starting time and leave at regular quitting time. In Zone 1: if Employees using own transportation are sent beyond the 60-mile radius from the Lucas County Court House, they will be paid travel expenses at the rate of Twenty Dollars (\$20.00) per day. In Zone 2: if Employees using own transportation are sent beyond the 60-mile radius from the Allen County Court House, they will be paid travel expenses at the rate of Twenty Dollars (\$20.00) per day. Employers to pay parking expenses.

HARDSHIP ALLOWANCE

- (41) In particular situations where circumstances will invoke a hardship on employees engaged in floorcovering work, an agreement may be worked out between the employer and the installer(s) whereby the installer(s) will be compensated for such hardship by travel time, transportation and/or subsistence allowance.

ARTICLE VII

NON-DISCRIMINATION

- (42) The Employer agrees in the employment of men and the Union agrees in referral of men and/or the selection of Apprentices that there will be no discrimination because of race, color, religion, sex, handicap, national origin in accordance with City, State, and Federal laws.
- (43) The Parties to this Agreement will comply with the terms and provisions of the State and Federal Executive Order on Equal Employment Opportunity.

ARTICLE VIII

UNEMPLOYMENT

- (43) Any Employer employing the employees covered by this Agreement must have full covering of Ohio Unemployment and Ohio Workers’ Compensation Insurance, regardless of the number of employees or length of employment and must comply with all other laws pertaining to employees.

WORKERS COMPENSATION

- (44) The Employer agrees to provide the Union copies of their current Ohio Unemployment and Workers Compensation certificates and Federal I.D. Number upon request.

ARTICLE IX

POWER EQUIPMENT

- (45) All types of power equipment or labor saving devices and necessary supplies to be furnished by the Employer.
- (46) On all large commercial jobs, the Employer shall provide a locked gang box to suit the need. The Employer shall be responsible for loss from a gang box by fire or theft if proof of loss is given.

ARTICLE X

SAFETY PROVISIONS

- (47) Specific safety requirements and laws relating to building and construction work shall be observed as the minimum safety requirements on all work performed under this Agreement.
- (48) A 10-minute coffee break shall be observed at the work station in mid-morning. Employers shall provide an afternoon break when the regular shift is scheduled for more than eight (8) hours.

DRUG FREE WORKPLACE ACT, P.L. 200-400

- (49) It is the policy of the Employer to prohibit the manufacture, sale, possession, or use of a controlled substance within the workplace. All employees are required to comply with this policy and shall notify the Employer of any conviction for a criminal offense which occurred at the workplace during working hours involving a criminal drug statute. This notice must be given within five (5) days of the conviction.
- (50) The Employer reserves the right to discipline, up to possible termination, any employee convicted of a criminal drug offense which occurred at the workplace during working hours and employees so convicted may be required to participate in an approved drug abuse program at no cost to the Employer. Discipline may also be imposed, and criminal prosecution initiated for the possession or use of a controlled substance in the workplace. This notice is being issued to comply with the requirements of the Drug Free Workplace Act, P.L. 100-440.

GLCA DRUG PROGRAM

- (51) The NWOGLCA Substance Abuse Policy shall be in effect for all bargaining unit employees working under the collective bargaining agreement in the Northwest Ohio region of the Indiana / Kentucky / Ohio Regional Council of Carpenters. The NWOGLCA Code of Excellence shall be in effect.
- (52) The Union will provide employees that at a minimum have completed the OSHA 30 Hour course and who are current with the NWOGLCA drug testing program.

JOB STEWARD

- (53) Whenever two or more employees are working together, the Union may select one of them as Job Steward to represent them. The Employer recognizes that notice will be given the Union prior to the steward being laid off and he shall be the last one laid off. The following basic principles are applied by the Union in the selection of a job steward:

1. The steward must fully protect the interest of the Union.
2. The steward must be an employee who can efficiently perform his duties as a carpet installer, resilient installer or hard tile installer.
3. Notification will be given to the Union prior to the steward being laid off and he shall be the one last laid off providing the Employer deems the steward is a qualified carpet layer or resilient installer.
4. The steward is to be selected by the Union. Preference shall be given Union members presently in the bargaining unit.
5. The Union may replace any steward at any time.
6. The Employer further recognizes that the Union requires the steward to report to the business representative Union dues delinquencies, violations of this Agreement, failure of employees to become members of the Union contrary to the provisions of this Agreement and disputes and grievances of employees. The Employer also recognizes that the Union does not give the steward authority to adjust violations of this Agreement or to collect any monies due the Union. The parties agree that the steward will not unnecessarily disrupt the job in discharging his duties as a steward and that the steward will not be discharged by the Employer for performing his Union duties.
7. Whenever one or more Employees are required to work overtime, one of them shall be the steward.
8. A shop steward may be appointed based on the Union and the Employer agreeing on the selected individual.

ARTICLE XI

SUBCONTRACTING

- (54) The Employer agrees that any portion of the work covered by this contract shall be done either by his own Bargaining Unit Employees in accordance with the terms and conditions of this Agreement or by Subcontractors who have signed Agreements with the Northwest Ohio Region of the Indiana / Kentucky / Ohio Regional Council of Carpenters.
- (55) No employee shall return or rebate any part of his wages or benefits to an Employer or any person representing it. Any employee or Employer found guilty of violation of this Article shall be discharged and/or subject to Arbitration Board Hearing.
- (56) No Employer/Owner signatory to this Agreement shall work with the tools, unless he has at least two (2) other installers working.

ARTICLE XII

JOINT LABOR RELATIONS BOARD GRIEVANCE AND ARBITRATION

- (57) All disputes, claims or grievances regarding the interpretation or application of the existing labor agreement shall first be taken up between the employee involved and/or the job steward and/or the business representative of the Union and the Employer and/or his representative. These parties shall attempt to settle the grievance. No grievance shall be filed or processed on facts or events, which have occurred prior to seven (7) calendar days before the grievance is filed. The grievance and arbitration procedure established herein shall be applicable to all signatory contractors.

- (58) In the event a settlement is not reached, the dispute, claim or grievance shall be referred by either party in writing on an approved form to the Joint Labor Relations Board of the parties to this contract within three (3) regular working days. The Joint Labor Relations Board shall be a standing committee with representatives and alternates appointed by the respective parties. The Board shall hold regularly scheduled meeting no less than monthly. Grievances shall be entertained at the scheduled dates unless special circumstances, such as safety issues, dictate the calling of a specially called meeting. No more than one continuance will be permitted. In the event a party to the grievance does not attend a scheduled hearing within the time period stated herein, the hearing shall proceed and a decision rendered in his absence. The Joint Labor Relations Board shall make reasonable rules and regulation for its own conduct. These rules and regulations shall be made available to all Employers and Unions. All majority decisions of the Joint Labor Relations Board are final and binding.
- (59) In the event a decision by the Joint Labor Relations Board is unable to reach a majority decision within fourteen (14) calendar days of the scheduled hearing or any mutually agreed to extension, the dispute, claim or grievance may be referred to a single arbitrator for decision. If an arbitrator cannot be selected by mutual consent of the parties to the grievance, the Joint Labor Relations Board shall appoint the arbitrator. The arbitrator shall make such decisions as he deems just and proper under the Labor Agreement and after hearing any evidence adduced by the parties. The decision of the arbitrator shall be final and binding. The cost(s) of the arbitrator shall be borne by the losing party.

ARTICLE XIII

AREA JURISDICTION

- (60) This Agreement shall be effective in Zone I-N: Lucas, Fulton, Wood, and Hancock / Zone I-S: Defiance, Henry, Ottawa and Williams / Zone II-L: Allen, Auglaize, Crawford. Hardin, Mercer, Paulding, Putnam, Sandusky, Seneca, Van Wert & Wyandot in the State of Ohio.

ARTICLE XIV

UNAUTHORIZED WORK STOPPAGES BY UNION MEMBERS

- (61) The Employer agrees, as part of the consideration of this Agreement, that neither the Union, its officers or agents shall be liable for damages for unauthorized stoppages, strikes, intentional shutdowns or suspension of work if the Union is not responsible for the unauthorized work stoppage. The Union will notify the men when requested that a work stoppage is unauthorized.

BREACH OF CONTRACT

- (62) It shall not be a violation of this Agreement and it shall not be grounds for discharge, discipline and/or permanent or temporary replacement for an employee covered by this Agreement to refuse to cross a lawful, primary picket line whether established by this labor organization or any other labor organization.
- (63) No Union member will work for an Employer not bound by an Agreement with the Union and shall not act as a subcontractor in the floorcovering industry. Violations shall be sufficient grounds for discharge.

ARTICLE XV

CONTRACTORS ADMINISTRATIVE FUND

- (64) Each Employer shall pay the appropriate contribution for each hour worked to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to and shall be transmitted to the depository collection agent no later than the 15th day of the month following the calendar month in which the work was performed. Reporting form shall be furnished by the depository collection agent and the form shall

provide that the contribution be made payable to the depository collection agent trustees as depository. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.

- (65) In no event shall the foregoing provisions of this section be subject to or suitable for grievance and arbitration under this Agreement.
- (66) The Trustees of said Fund shall comply with all present and future federal laws governing the same.
- (67) The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Contractor Administrative Fund.
- (68) The Employer Association party to this Agreement agrees to defend, indemnify, and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.
- (69) The Contractors Administrative Fund may be increased at the option of the Associated General Contractors of N.W. Ohio.

CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND

- (70) The parties hereto agree to the Carpenters Joint Apprenticeship and Training Fund, under which the Employer will contribute the appropriate contribution rate for each hour paid to members of the Union. The amount to be paid to the depository collection agent no later than the 15th day of the month following the month in which the payment accrued, with said amount to be distributed as stated in the Depository and Trust Agreement

ARTICLE XVI

WITHDRAWAL FROM MULTI-EMPLOYER BARGAINING UNIT

- (71) The Union will notify the Association which is signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the letter of assent and, if not noted thereon, a statement of the date the contract or letter of assent was signed or the date the contractor became bound.
- (72) Within seven (7) days of the receipt of a notice from the Union of its intent to amend or modify this Agreement, the Association will notify all such contractors of whom the Association has been notified by the Union. Each such contractor shall have thirty (30) days from the date the Association received the notice of intent to amend or modify to advise the appropriate Contractor Association and the Union, in writing, of its intent to negotiate separately for a renewal agreement.
- (73) In the event any such contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such contractor shall be deemed and presumed to agree to the terms and agreements arrived at in negotiations between the Union and the Association and to be bound by the Collective Bargaining Agreement.

VIOLATION CLAUSE

- (74) Any Employer who violates this Agreement regarding wages and fringe benefit contributions shall reimburse all employees the difference between the wages or pay the proper amounts to the proper fringe benefit program if the Employer was otherwise in compliance with the Union Security Clause, Article IV, at the relevant time. If the Employer was not in compliance with the Union Security Clause, Article IV, at the relevant time, i.e. the individuals who performed the work were not members of the Union, then the Employer shall pay the Union the

