

**ARTICLES OF AGREEMENT**

**BETWEEN**

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

**AND**

**INDIANA / KENTUCKY / OHIO REGIONAL  
COUNCIL OF CARPENTERS  
MILLWRIGHTS & PILE DRIVERS  
LOCAL UNION NO. 1090**

**EFFECTIVE MAY 1, 2023 THROUGH APRIL 30, 2026**

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**Agreement between  
Labor Relations Division of the  
Associated General Contractors of Northwest Ohio  
And  
Indiana / Kentucky / Ohio Regional Council of Carpenters  
Millwrights and Pile drivers  
Local 1090**

**Administrative Provisions**

**ARTICLE I  
DECLARATION OF PRINCIPALS**

- (1) There shall be no limitation as to the amount of work a man shall perform during his working day.
- (2) There shall be no restriction of the use of machinery, tools or appliances furnished by the contractor.
- (3) There shall be no restriction of the use of any raw or manufactured material, except prison made.
- (4) No persons other than the authorized representatives of the Union shall be entitled to contact workmen during working hours without permission.
- (5) The use of apprentices shall be encouraged.
- (6) The foreman shall be the agent of the Employer.
- (7) The workman is at liberty to work for any contractor signatory to this Agreement but shall demand and receive the wages as provided for herein.
- (8) 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.
- (9) The term "Union" as used herein, shall mean the Indiana / Kentucky / Ohio Regional Council of Carpenters and Millwrights & Pile drivers Local Union No. 1090 affiliated therewith AND Local 351, 372, and 744.

**ARTICLE II  
TERRITORY**

- (10) Zone 1: Lucas, Wood, Henry, Fulton, Williams, Hancock, Defiance, Paulding, Ottawa, Sandusky, Seneca and Crawford counties.

Zone 2: Allen, Auglaize, Hardin, Mercer, Putnam, Van Wert and Wyandot counties.

**ARTICLE III  
RECOGNITION**

- (11) 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:

- (12) 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 millwright/pile driver 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.
- (13) The Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its terms, 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.
- (14) 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.
- (15) The term "employees" as used herein, shall mean all employees including journeymen and apprentices of the Contractor coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, as modified or expanded by decisions of the National Labor Relations Board and/or the National Joint Board for the Settlement of Jurisdictional Disputes. Any reference to millwright/pile driver helpers has no effect in this contract.
- (16) Both parties to this Agreement agree to abide by the terms and provisions of the Agreement creating the National Joint Board for the Settlement of Jurisdictional Disputes and the rules of the Joint Board. Should the Associated General Contractors of America and the Building and Construction Trades Department, agree to a voluntary plan for the settlement of jurisdictional disputes, the provisions and procedures of any such plan will become effective on the date of such agreement.
- (17) The Contractor and the Union further agree that the work under construction during the tendency of a jurisdictional dispute shall continue without a work stoppage on the assignment of the Contractor until such time as the jurisdictional dispute is resolved as provided herein.
- (18) 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.
- (19) It shall not be a violation of this contract 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.

#### **COLLECTIVE BARGAINING UNIT**

- (20) 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." The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi-employer collective bargaining

unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement and hereby authorizes the Association as its representative for collective bargaining purposes with respect to the Union.

- (21) Employers covered by this Agreement shall be free to designate their own representatives for the purposes of collective bargaining and contract administration; however, such designation shall not affect the Employers' membership in the collective bargaining unit established by this Agreement or the designation of the Association as the bargaining agent for the multi-employer collective bargaining unit.

**ARTICLE IV  
UNION SECURITY**

- (22) 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. Good standing shall be defined as "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 day following the date of their employment or the effective date of this Agreement, whichever is later.

**ARTICLE V  
LEGALITY OF AGREEMENT**

- (23) If any paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraphs as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (24) If in the event that any paragraph is held invalid or enforcement of compliance with which has been restrained as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such paragraph during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all recourse in support of its demands in accordance with the provisions of the Agreement.

**ARTICLE VI  
HIRING**

- (25) Upon the request of the Contractor, the Union will furnish at all times skilled journeymen capable of performing the work of their trade when same are available, but the Contractor will not be restricted to employ men through the Union. The Contractor is at liberty to hire and discharge whoever he sees fit, except as otherwise provided in this Agreement. It shall be the responsibility of each person hired by a Contractor covered by this Agreement to notify the Union that he has been hired, within twenty-four (24) hours after being hired. This notice shall include the Contractor's name, the job site location where the person will be employed and the date of hire. Upon layoff or discharge of any person covered by this Agreement, the Contractor shall send the Union written notice, on a form provided by the Union, indicating the name(s) of the individual laid off or discharged, the date(s) of layoff or discharge and the reason(s) for layoff or discharge.

- (26) Skilled craftsmen living in the area covered by this Agreement shall be given preference in employment without regard to Union membership.
- (27) Employees shall not be allowed to work overtime for any Contractor other than the one regularly employing him. No employee shall transfer from one employer to another without the consent of the Contractor for whom he is working. No employee shall be transferred from one job to another to work overtime for the same employer if he replaces another employee. No employee shall guide or direct any non-building trades or in-plant employees in performing any work.
- (28) Except for the Saturday makeup day provided hereafter, if the Employer requires employees to work on Saturday, Sunday and all holidays, he must first secure permission for said work from the Union. The Contractor is to furnish stewards with a list of names of employees who are to work, no later than three (3) hours before the normal quitting time of the day prior to the Saturday, Sunday or holiday in question.

**ARTICLE VII  
UNEMPLOYMENT AND WORKERS'  
COMPENSATION INSURANCE**

- (29) Any Contractor employing the employees covered by this Agreement must have full coverage of Unemployment and Workers' Compensation Insurance regardless of the number of employees or length of employment and must comply with all other laws pertaining to employees.

**ARTICLE VIII  
GRIEVANCE AND ARBITRATION**

- (30) 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. 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. These parties shall attempt to settle the grievance. Grievances will be scheduled for hearing within twenty-one (21) days of receipt in the Construction Contractors Council office unless an extension is agreed upon. The grievance and arbitration procedure established herein shall be applicable to all signatory Contractors.
- (31) 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. 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 such decisions as it deems just and proper under the Labor Agreement and after hearing any evidence adduced by any interested parties. The Joint Labor Relations Board shall make reasonable rules and regulations 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.
- (32) In the event 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 IX  
PRE-JOB CONFERENCE**

- (33) It is agreed that upon request of either party, a pre-job conference will be held prior to the commencement of work. The Union may withhold services of their members if a contractor refuses to attend a pre-job conference. It is further agreed the following items will be discussed:
1. The Contractor will advise the Union of the Contractor's estimated requirements of necessary employees. The local union will determine and advise the Contractor of the ability of the Union to fulfill such requirements when requested.
  2. The Contractor agrees that wherever possible at such pre- job conference, he will notify the Union having jurisdiction over the project of any subcontracts let by the Contractor, names of the subcontractors and the nature of the job to be performed by the subcontractors. The Union may request the subcontractor to meet with the Union prior to the commencing of work on a project if the subcontractor did not attend the original pre-job conference for the project.

**ARTICLE X  
NONDISCRIMINATION**

- (34) The Employer agrees in the employment of journeymen and the Union agrees in the referral of journeymen and/or the selection of apprentices that there will be no discrimination because of race, color, religion, sex, age, handicap or national origin in accordance with city, state and federal laws.
- (35) The parties to this Agreement will comply with the terms of Federal Executive Order 11246 and the provisions of the State Executive Order on Equal Employment Opportunity dated January 27, 1972, along with any subsequent executive orders.

**ARTICLE XI  
UNION REPRESENTATION  
AND ACCESS TO JOBS**

- (36) Authorized representatives of the Union and the 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 Union representatives comply with customer rules.

**ARTICLE XII  
SUBCONTRACTING**

- (37) The Contractor agrees he will not subcontract job site work to any Employer who does not have a collective bargaining relationship, at the time the work is to be performed, with a union affiliated with the Council covering such work, whose members receive the negotiated wage rates.
- (38) The Employer agrees that any portion of the work covered by this contract is to be done at the job site either by his own forces in accordance with the terms of this Agreement or by subcontractors who have signed agreements with an affiliate of the Indiana / Kentucky / Ohio Regional Council of Carpenters that has trade

autonomy (jurisdiction) over the work. The Contractor shall not be held financially responsible for assignments by subcontractors.

**ARTICLE XIII  
APPRENTICES**

- (39) The training of apprentices will be undertaken in accordance with the Carpentry Apprentice Training Standards as approved by the Carpenters Joint Apprenticeship and Training Committee which by reference are included in this Agreement the same as if they were specifically set forth herein. Attendance at and participation in the on-the-job training and related classroom instruction required by the Standards is a condition of continued employment of an apprentice.
- (40) Apprentices shall be paid a progressively increasing scale of wages based on the applicable service period of each apprentice. The union will furnish each contractor with a list of the wages and fringes for each period for each wage zone.

Entitlement to wage increases provided for in this section shall be approved by the Carpenters Joint Apprenticeship and Training Committee in accordance with the apprenticeship standards.

Apprentices in the 1<sup>st</sup> period shall not receive the pension contributions. The wage and pension contributions may be reallocated to conform to Federal Internal Revenue Service statutes.

- (41) It is agreed by the Employer and Union that there may be employed one (1) apprentice for every three (3) journeymen.

**ARTICLE XIV  
FRINGE BENEFITS**

(42) General

1. The fringe benefit provisions contained in paragraphs (42) through (53) inclusive of Article XIV of this Agreement shall apply to all Employers who become signatory or bound by this Agreement and all other Employers and Employer Groups who become a party to an agreement relating to the fringe benefit programs described herein.
2. All Employers referred to in paragraph (42) of 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 hereafter amended, establishing the:
  - (a) Ohio Carpenters Health Fund
  - (b) Ohio Carpenters Pension Plan
  - (c) Northwest Ohio Carpenters, Millwrights and Pile drivers Supplemental Pension Plan
  - (d) Northwest Ohio Carpenters Savings Plan
  - (e) Carpenters Joint Apprenticeship and Training Fund
  - (f) Contractors Administrative Fund
  - (g) Indiana / Kentucky / Ohio Regional Council of Carpenters Dues Deduction Fund
  - (h) UBC National Fund
  - (i) UBC Millwrights Labor-Management Industry Promotion Fund
  - (j) Committee on Political Education (COPE)
  - (k) Carpenters Training and Promotion LMCC, Inc.
  - (l) Northwest Ohio Building Trades



and acknowledge, accept and agree to be bound by the Plan and Plan Documents of each of said employee benefit plans. The Participating Employers and Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said Plans and the benefits and coverage's to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverage's from any Plan except as expressly stated therein. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the Plan administrators' 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. To the fullest extent permitted by law, 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 and 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. 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. 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.
6. At the request of the Union, and with mutual consent of the Associations, the Health Fund provider(s) may be changed. Further, by mutual consent of the Union and Associations, all of the Health Fund plans referred to in this Article may be combined into one (1) plan. Consent shall not be unreasonably withheld.
7. In the event the change or combination results in a lesser contribution rate, the difference shall be put in the employee's check. In the event the change or combination results in a rate greater than the current rate of contributions, the difference shall be allocated from the base rate of pay.
8. It is understood and agreed that if any millwright / pile driver 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.

#### (43) Contributions

##### **CONTRIBUTIONS ARE BASED ON HOURS PAID**

- a) Ohio Carpenter Health Fund
- b) Ohio Carpenters Pension Plan
- c) Northwest Ohio Carpenters, Millwrights and Pile drivers Supplemental Pension Plan
- d) Contractors Administrative Fund
- e) Carpenters Joint Apprenticeship and Training Fund
- f) UBC National Fund
- g) UBC Millwrights Labor-Management Industry Promotion Fund
- h) Carpenters Training and Promotion LMCC, Inc.

(44) Deductions

**DEDUCTIONS ARE BASED ON HOURS PAID**

1. The Participating Employers shall deduct union dues for each hour **PAID** as per Article XXXIV, Wage Rates, Section 148. All dues deductions shall be in force from date of hire.
2. Participating Employers shall deduct the savings amount per each hour **PAID** as per Article XXXIV, Wage Rates, Section 148.

(45) Reporting Forms

1. All Participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans or such other duly appointed depository for all hours **PAID** (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such 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 Plan Administrators:
  - a) Ohio Carpenters Health Fund, PO Box 1257, Troy Michigan, 48099-1257

(46) Time of Payment of Contributions

1. All 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 (**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 receipted 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 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 payment of fringe benefits and fails to timely remit its weekly payment 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 deductions due and owing to any Plan or Fund collected by the respective Plan Administrators or depository collection agents 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 each such Plan by a promulgation of Rules and Regulations in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgation 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 (46)-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 Employer's compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the Rules and Regulations for Liquidated Damages adopted by the trustees of the respective plans shall be applicable to all monies collected under this Bargaining Agreement by the depository collection agents.

(47) 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.
2. 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.

**BONDING REQUIREMENTS**

- (48) 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.

(49) The Union will not furnish men until the deposit required by this Article is made.

(50) 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 Employer 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 or Pension program, as the case may be.
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 cut back 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 the 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 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, changes shall become effective upon the date requested by the Union, providing the Employer is given a 60-day notice.

#### **ARTICLE XV CONTRACTORS ADMINISTRATIVE FUND**

- (51) Each Employer shall pay the appropriate contribution for each hour paid 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 forms 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.

In no event shall the foregoing provisions of this section be subject to or suitable for grievance and arbitration under this Agreement.

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

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 Contractors Administrative Fund.

The Employer Associations party to this Agreement agree 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.

The Contractors Administrative Fund may be increased at the option of the Associated General Contractors of N.W. Ohio.

#### **ARTICLE XVI CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND**

- (52) The parties hereto agree to the Carpenters Joint Apprenticeship and Training Fund, under which the Employer will contribute the appropriate contribution for each hour 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 XVII  
DEPOSITORY COLLECTION AGENTS**

- (53) The depository collection agent for all contributions and deductions submitted is Key Bank, P.O. Box 74293, Cleveland, OH 44194-4293 or any successor location as directed by the trustees.

**ARTICLE XVIII  
WITHDRAWAL FROM MULTI-  
EMPLOYER BARGAINING UNIT**

- (54) The Union will notify the Associations which are 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.

(a) Within seven (7) days of the receipt of a notice from the Union of its intent to amend or modify this Agreement, the Associations will notify all such contractors of whom the Associations have been notified by the Union. Each such contractor shall have thirty (30) days from the date the Associations 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.

(b) 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 agreement arrived at in negotiations between the Union and the Associations and to be bound by the Collective Bargaining Agreement resulting therefrom.

- (55) The provisions of this section shall operate for successive Collective Bargaining Agreements until such time as the Contractor or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

**ARTICLE XIX  
VIOLATION CLAUSE**

- (56) 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 full amount of wages and fringe benefit contributions owed under this Agreement. Reasonable legal fees and costs incurred by the Union to pursue its case in either situation will be paid by the Employer, if found guilty.

**ARTICLE XX  
HOURS OF WORK/  
OVERTIME/HOLIDAYS/SHIFTS**

- (57) Eight (8) consecutive hours shall constitute a workday and the basic day or first shift shall be from 8:00 a.m. to 4:30 p.m. Forty (40) hours shall constitute a week's work, Monday through Friday inclusive, with Saturday provided as a make up day in accordance with paragraph (63). All millwrights / pile drivers shall have thirty (30) minutes undisturbed lunch period in the middle of each shift. When employees are required to work through their lunch period, they shall be paid at one and one-half (1-1/2) times the established shift rate for such lunch period. The Employer may schedule an eight (8) hour workday between the hours of 6:30 a.m. and 5:00 p.m. provided notice is given to the Union prior to commencement of work.
- (58) Four-Tens - An Employer, at his option, may schedule four (4) ten (10) hour days at straight pay provided the Employer gives notice to the employees and the steward the Friday before a four-ten (4-10) schedule is implemented. The four-ten schedule is to be used from Monday through Thursday, with Friday (not Saturday) utilized as a make up day in accordance with make up day requirements. Any work over ten (10) hours a day will be paid at the appropriate overtime rate. All millwrights / pile drivers shall have thirty (30) minutes undisturbed lunch period in the middle of each shift. All shift rates are to be recognized in accordance with paragraph (65) of this Agreement. 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 the hours of 6:00 a.m. and 8:00 a.m.
- (59) Flexible 40 – An Employer may at his option, schedule five eight hour days, Monday through Friday. The employer may request employees, who have been scheduled to work the full week, to work up to ten hours in a day 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 shall suspend the contractor's ability to employ this provision.
- (60) Overtime - All work outside the regular workday or over forty (40) hours per week shall be paid at the overtime rate of pay. All overtime, Monday through Saturday, shall be paid at time and one-half (1-1/2X). All work performed on Sundays or holidays shall be paid at double time (2X). After ten (10) hours of work, the employee shall be allowed sufficient time to eat on the job if work is to continue.
- (61) Make Up Day - In accordance with paragraphs (60) and (61), a make up day may be scheduled during a week when work was cancelled due to weather conditions. Such work shall be paid at the rate applicable if the work had been performed during the regular workweek in the Agreement and shall be voluntary on the part of the employees. Employees declining such work shall do so without penalty or recrimination. Preference for make up day work shall be given to employees affected by the cancellation. The Union will be notified prior to a make up day being worked. Make up day shall be scheduled for a full workday, with overtime being paid after forty (40) hours has been worked for the week.
- (62) 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.
- (63) Shift Work - When two or more shifts are required, the first shift shall be scheduled during the hours called for in a regular workday. Second and third shifts shall be scheduled in conjunction with the end of the proceeding shift. The shift rate of pay for second and third shifts shall be the applicable base rate times eight divided by seven [(base rate x 8)/7]. All work on a shift over eight (8) hours or work before or after the scheduled starting time or quitting time of a shift shall be paid at the applicable overtime rate.

- (64) When an employee works through two (2) consecutive shifts, he shall remain on overtime until he reaches a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift.
- (65) A 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.

**ARTICLE XXI  
PAY DAY**

- (66) Pay day shall be a specific day of every week not later than four (4) days after the close of the payroll. If the pay day falls on a holiday, the Employer shall pay on the last regularly scheduled workday prior to the holiday. Itemized deductions and hours worked will be shown on pay stubs. The Union shall have the right to inspect the payroll stubs of employees at the job site.
- (67) Payment shall be made on the job site in cash or by payroll check only. Payroll checks may be mailed to the employee's current address or directly deposited in an account identified by the member if the following conditions are met: (1) The Employee agrees in writing. (2) The Union receives a copy of the written authorization. Mailed checks not received by the employee within four (4) days after close of payroll: the Employer will pay one (1) hour's wages for waiting. After seven (7) days, the Employer will void the mailed check and pay the employee at the job site, or Employer's office, in full plus two (2) hours' pay for waiting.

**ARTICLE XXII  
DISCHARGE OR LAYOFF**

- (68) When a man is discharged for cause or laid off during construction of a project, he shall be notified one (1) hour before termination of employment to clean tools but must remain on the job site and work if his tools do not need attention.
- (69) When a man is discharged or laid off, he shall be paid in full on the job in cash or certified check, or receive pay for waiting time. He shall receive a severance slip from the Employer or his representative showing cause for severance.
- (70) The above conditions shall apply except that those Employers who have an established record of payment of fringe benefits to a designated depository for a period of 24 months shall have the privilege of paying off an employee who has been laid off or discharged within 24 hours, excluding Saturday, Sunday or holidays, and then by the first working day following, at a place designated by the employee from the following alternatives: in the mail to the home of the employee, to the Union Hall, or at the office of the Employer.

**ARTICLE XXIII  
WORKER CLASSIFICATIONS**

- (71) An employee performing collective bargaining unit work as defined in this Agreement shall be recognized as one of the following classifications: Apprentice, Journeyman, Foreman or General Foreman. All persons performing bargaining unit work regardless of their title, e.g. superintendent, shall be compensated in accordance with the terms of this Agreement for such work performed and shall be subject to the requirements of Article IV.

**ARTICLE XXIV  
SUBCONTRACTING**

- (72) The Contractor shall not sublet, piece out, lump out or subcontract millwright/pile driver labor, nor shall any employee work for any Contractor or be a partner or associated with others under any type of arrangement which permits wages or conditions different from any provision of this Agreement.
- (73) It is specifically agreed that no workman (hourly employee) shall do any work in competition with an Employer signing this Agreement.



**ARTICLE XXV  
HARDSHIP ALLOWANCE**

(74) In particular situations where circumstances will invoke a hardship on employees engaged in field construction, an agreement may be worked out between the business agent and Employer whereby the employees will be compensated for such hardships by travel time, transportation and/or subsistence allowance. If the Employer and business agent cannot agree within twenty-four (24) hours, then the matter shall be referred to the Joint Labor Relations Board and settlement of the final decision shall be binding on both parties.

**ARTICLE XXVI  
REPORTING / SHOW-UP TIME**

(75) 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, 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. The foreman and steward shall make the determination as to weather conditions in its application to this paragraph. Any employee who of his own choosing absents himself from work without notifying his Employer, or leaves work of his own choosing before quitting time without notifying his Employer, shall not be entitled to reporting time.

(76) Notwithstanding the foregoing, an employee must remain on the job if so requested in order to be entitled to the pay as provided above; an employee shall be paid only for the actual time worked if he stops work of his own volition.

(77) The wearing of foul weather gear shall not be mandatory.

(78) It is agreed where weather conditions do not permit all the millwright/pile drivers or apprentices on the job to be put to work, but there is work for part of the crew under shelter, that part of the crew may be worked.

(79) It is also agreed where only part of the crew can work or where overtime is worked, such work will be equitably distributed on a day by day basis among the millwright/pile drivers and apprentices on the job. When an employee is discharged for the day, the employee shall not work until the following workday.

**ARTICLE XXVII  
MILLWRIGHT/PILE DRIVER FOREMAN**

(80) On any job where two (2) or more men are employed, one (1) must act as foreman and receive foreman's scale of wages. On any job where nine (9) or more men are employed, one (1) must act as a nonworking foreman and receive foreman's scale of wages. There shall be at least one millwright/pile drivers foreman for every ten (10) millwright/pile drivers. A foreman shall be added as every additional ten (10) employees are added to the payroll. After twenty-two (22) men, a general foreman shall be employed.

(81) The millwright/pile driver foreman and/or steward will be consulted on the discharge or layoff of millwrights/pile drivers under his supervision.

(82) The millwright/pile driver foreman must have been a member in good standing in Millwrights & Pile drivers Local Union No. 1090 ("Local 1090") for a period of one year immediately preceding the start of a job.

(83) The foreman or general foreman shall not be required to violate any part of this Agreement as a condition of his employment as foreman or general foreman.

**ARTICLE XXVIII  
STEWARDS**

(84) Any steward(s) required by this Article shall be appointed by the business agent. All stewards shall be individuals who have been members in good standing of the Union for at least one (1) year.

- (85) A steward is required on all jobs and/or all shifts where work within the trade autonomy (jurisdiction) of the Union is performed. The steward shall be present at all times during working hours, including overtime hours, for the purpose of seeing that the terms and conditions of this Agreement are being complied with and representing the members of the bargaining unit, and the steward shall remain with or work with the main body of bargaining unit employees at all times. Under no conditions will bargaining unit employees be required to and/or work without a steward being present.
- (86) Where two (2) or more shifts are employed, a steward shall be appointed for each shift. On jobs of unusual size, the business agent may appoint more than one (1) steward per shift, and these stewards shall be known as assistant stewards and account to the steward.
- (87) Union stewards are to work except on jobs of unusual size and then shall not work only after agreement between the Contractor and the business agent involved.
- (88) The steward(s) shall be the only authorized representative(s) of the Union on the job and there shall be no discrimination against the steward(s) because of activities on behalf of the Union. The authority of the steward(s) shall be limited to, and shall not exceed, the following duties and activities which may be performed during working hours without any loss of pay and/or benefits:
- (a) checking any and/or all individuals doing bargaining unit work and checking the materials on the job to be used;
  - (b) conscientiously attempting to eliminate any and/or all infraction(s) of the Agreement;
  - (c) checking the pay stub of any person performing bargaining unit work to ascertain if any and/or all such individuals are receiving the wages and benefits required by this Agreement;
  - (d) the investigation and presentation of grievances with the designated Contractor representative in accordance with the provisions of this Agreement;
  - (e) the transmission of such messages and information which shall originate with and are authorized by the officers of the Union, provided such messages and information have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods or any other interference with the Contractor's business;
  - (f) the investigation and reporting of any accident occurring on the job site.
  - (g) It shall be the duty of the steward to see that the coffee break language in Article XX be observed.
- (89) Stewards shall have no authority to take strike action or any other action interrupting the Contractor's business, except as authorized by an official of the Union.
- (90) The steward shall be permitted to leave his or her work to investigate and adjust grievances of any bargaining unit employee, provided the steward notified his supervisor when leaving his work station.
- (91) The steward(s) shall not be transferred from a job and/or a shift while employees remain on the job and/or shift without the consent of the Union. When all employees are transferred from the job and/or shift on a temporary basis, the steward must be retained with the employees and shall be the first employee to return to the original job and/or shift. The steward shall be one (1) of the last two (2) employees of this trade to be laid off. In case of a temporary layoff, the steward will be the first employee called back when work resumes. If a job and/or shift is restarted, the steward shall be one (1) of the first two (2) employees to be recalled, and in no event shall there be more than one (1) other employee on a job and/or shift without the steward being recalled.
- (92) In the case of trouble on the job or in the shop where bargaining unit employees are employed, the steward shall immediately notify the business agent and remain on the job for instructions from the business agent.

**ARTICLE XXIX  
FACILITIES, EQUIPMENT, SAFETY  
MILLWRIGHTS/PILE DRIVERS**

- (93) Any employee working in the water or inclement weather will be provided by the Employer with suitable wearing apparel to keep dry. All rubber sock boots shall be new upon issue; all rubber shoe boots necessary on the job shall be disinfected and in a sanitary condition before being issued when they have been used by another employee. On all hard hat jobs, hard hats and new liners shall be furnished by the Employer and the employee shall be responsible to the Employer for their return in good conditions.
- (94) The Employer shall furnish a heated dressing room large enough to accommodate all employees working on the jobsite where personal belongings can be locked up. The dressing room must not be used for the storage of company tools or equipment. The Employer will furnish water in clean closed containers and sanitary cups and dispenser. The Employer shall furnish an adequate toilet with proper toilet facilities and waterless hand soap. In the case of a fire, theft, flood or windstorm, or by forcible entry on a job at any time, the Employer shall be responsible for the loss of tools and clothing if the claim is supported by a notarized statement of loss. Proof of the loss must be furnished in all cases.
- (95) The Safety Code of Ohio shall be observed as the minimum safety requirements on all work performed under this Agreement.
- (96) When an employee is burning or welding under hazardous conditions, he shall be provided a member (attendant) of Local 1090 for his safety. Employers shall be required to furnish all burning and welding equipment, including hoods, gloves, goggles, sleeves and colored and/or clear glass.
- (97) Millwrights shall not be required to furnish drills, taps, dies, files or reamers, nor shall they be required to furnish wrenches over 1-1/8" either adjustable, socket or box end; micrometers not over 1"; calipers not over 8"; dial indicators, master levels, nor any power driven tools.
- (98) 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.
- (99) 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.
- (100) The NWOGLCA Code of Excellence shall be in effect for both the employers and employees working under this agreement.

**ARTICLE XXX  
SAFETY AND RULES  
GOVERNING PILE DRIVERS**

- (101) All casing for the protection of the men shall be steel, minimum 3/8" thickness, and shall extend completely to the bottom of the drilled shaft.
- (102) Rules Governing Divers: All divers and tenders are governed by this Agreement and come within the jurisdiction of the Union. Divers (including scuba divers) wages shall be \$250.00 per day. Overtime pay for divers shall be \$50.00 per hour. Divers are to be paid for eight (8) hours of work regardless of time actually under water. No hourly rate in this classification except where tank time is necessary. On all standby time for diver and tender, when through no fault of the diver and tender, pile driver wages shall prevail. Where diving is necessary, all topside work in connection with diving shall be done by pile drivers. Divers shall be governed by Navy Rules on Decompression. The tender shall receive journeyman wages and be governed by the same hours as the diver. Diver's tank time

required shall be continuous from time he is removed from the water until he releases from the tank. Oxygen equipment shall be on the job at all times. All time to be paid by Contractors where tank is used.

**ARTICLE XXXI  
LAND AND WATER WORK  
PILE DRIVERS**

- (103) On all piledriving jobs, except those listed in (105) (106) (107) and (108) there shall be no less than three (3) pile drivers, foreman included. This minimum number of pile drivers shall not be used by the Contractor to circumvent the trade autonomy, or the safety, of the pile drivers on the job. In the event Pile Driver work is preformed by another craft, the Pile Driver crew size shall be a minimum of one (1) foreman and four (4) journeymen,
- (104) When an Employer elects to transport the employees by tug or launch from the dock to their equipment or return trip outside regular shift hours, employees shall be paid actual time spent on each transport up to one (1) hour straight time pay for each trip.
- (105) On tows between ports, one (1) journeyman pile driver shall be employed. Pay shall be continuous from port of departure to clearance port and shall include, in addition, expenses to compensate the men for food and return fare to part of departure.
- (106) There shall be no less than two (2) pile driver men on each drilling or drilled in pile and caissons. When casings are used with a service crane, one (1) pile driver will be added. All drill rigs on water shall have one (1) journeyman and a foreman. Where two drill rigs are used, each shall have two (2) pile drivers (one of these two men shall be a foreman). The employees shall not enter uncased drilled shafts under any circumstances and the steward must report any attempts to do so to the proper authorities.
- (107) Contractors shall be required to place at least one (1) pile driver on each test of each shift being performed. If more than one test is being performed at the same time, additional pile drivers shall be placed on each individual test. Each member shall work according to shift schedule.
- (108) On land or water, small and light work, the crew size can be reduced by consent of the business agent.

**ARTICLE XXXII  
TRADE AUTONOMY – MILLWRIGHTS**

- (109) The Employer and Union agree that all jurisdictional claims are subject to the rules and procedures of the Impartial Jurisdictional Disputes Board for the Settlement of Jurisdictional Disputes for the Building & Construction Industry, or its successor, and further agree to be bound by the decisions of same. The term “millwright” shall include all work in connection with the setting of all engine motors, dynamo, generators, air compressors, fans blowers & pumps, putting on all pulleys, sheaves & flywheels on same, nuclear powerhouse, optical tooling, plastic welding and power rigging.
- (110) Pumps; self-contained, having all the essential working parts connected by a bed plate or framework or contained in a case so that the mutual relation of the parts does not depend upon fastenings outside the machine itself.
- (111) The rebabbiting of all machinery, all cutting, welding, burning, bottle package hoist and all supports connected therewith.
- (112) The repairing of all hand trucks, overhead chain conveyors, power-driven conveyors.
- (113) The description of type of conveyor is a machine which after being assembled will perform work the same as any other mechanical machine or equipment.

- (114) All fabrication, installation, dismantling and maintaining of all conveyors, including screw, belt, bucket, roller and skate, spiral chutes and all channel type free trolley I-beams, and all types of monorail and tram rails, including conveyors built of wood, steel, pipe or fibre, riveted, bolted, welded and all supports & adjuncts connected therewith.
- (115) All fabrication, installation, dismantling and maintaining of all conveyors, including all other supports and adjuncts connected therewith.
- (116) All grain handling devices, all scales, all grain mills, crushers and beaters.
- (117) All drives such as rope, belt, chain, friction, gears and raw hides.
- (118) All driver screens, dodge belts and gears, extractors and expellers, all agitators, barrel hoping machines, sewing machines and case sealing machines.
- (119) Setting and maintaining of rock wood drives, setting and lining of all assembled motors.
- (120) Setting and maintaining of all portuos mixers, and making and setting of all templates for all machinery requiring foundations and bolts.
- (121) All coal handling machinery, driver crushers and conveyors of steel or wood, pipe or fibre.
- (122) Framing and setting of all bridge trees of wood, all foundation beams or timbers used from the reception of machinery.
- (123) The erection of all bridge trees of wooden derricks and the installation and dismantling of machinery in flour, cereal, cotton, wood, twine, paper, steel, saw, cement, powerhouses, sugar refineries, disposal plants, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills and other factories where shafting and machinery is used, and any other work where millwright tools are used.
- (124) The unloading and handling of the machinery described herein when moved by hand or skids or rollers comes within the jurisdiction of the millwrights affiliated with the United Brotherhood of Carpenters and Joiners of America.
- (125) Robotics and all handling, installing, assembling and maintenance thereof shall be performed exclusively by Millwrights Local No. 1090.
- (126) Millwrights shall use or operate any tools or equipment of the trade necessary to perform the above stated work.
- (127) The cleaning of all machinery and equipment installed by millwrights.

**ARTICLE XXXIII  
TRADE AUTONOMY – PILE DRIVERS**

- (128) Subject to the Rules and Procedures of the National Joint Board for the Settlement of Jurisdictional Disputes for the Building and Construction Industry, the following is the work performed.
- (129) All yard and shop work done within the geographical jurisdiction of this Union in connection with the piledriving craft; repairing, rebuilding drill tables, gear boxes, cranes, barges, derricks, caisson equipment, tubes, drills, replacing teeth, welding burning, laying out, hard surface welding, etc. shall be done by pile drivers.
- (130) Pile drivers shall assemble and disassemble all of their equipment on the job for land or water.
- (131) The uses of soldier beams and lagging shall be the work of the pile driver.
- (132) The construction and repair of all wharves, docks, piers, bridges, viaducts or trestles, caissons, cofferdams and retaining walls, including the bracing of same, regardless of material used. All foundation work where piles are

driven or caissons are sunk. The wrecking, dismantling and salvaging of all such structures where power is used. The placing of wood decking in connection therewith.

- (133) The driving, bracing, plumbing, cutting off and capping of all piling, whether wood, metal, concrete, composite or salvaging of any such piling shall be governed by the agreement between the Carpenters and Pile drivers, approved by the General Office, United Brotherhood of Carpenters & Joiners of America.
- (134) The placing of all waling, bumper guards of wood or metal material. The framing, boring, drilling or burning of all holes in same; all tie and hog rods in connection with our work.
- (135) The heading and splicing of woodpiling; the making of woodsheet piling; the welding, cutting or burning of any metal piling in connection with pile driver work.
- (136) The heading and splicing of all piling and other materials used in connection with our work.
- (137) The loading, unloading of all piling and other materials used in our work. The loading, and unloading, erecting, framing, dismantling, moving and handling of all drivers, derricks, cranes and other piledriving equipment used in our work. Drill rigs on land or water.
- (138) All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as winchmen. All drill rigs and maintenance of same, on land or water.
- (139) The taking of soundings or test boring for bridges, water lines and building either temporary or permanent.
- (140) The moving, shoring and underpinning of all houses, buildings and bridges.
- (141) The erection of all sea walls, breakwater and piers, all shore erosions and riprap work, regardless of material used.
- (142) The agreement between the Carpenters and Pile drivers approved by the General Office, UBC & J of A, shall govern in the construction and erection of concrete forms pertaining to bridge work on highway construction, all cofferdam work, the capping of pile and bridges over water.
- (143) The installation, maintenance and removal of all well points in connection with our work.
- (144) All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed, nuclear powerhouse, optical tooling and plastic welding.
- (145) The jurisdiction of Local 1090 shall cover all piledriving work whether wood, steel, pipe, pile, composite concrete or moulded in place of wood, and steel sheeting, cofferdam work, trestle work, dock work whether old or new, all crib work, all pipeline works, all submarine work, all claiming work that is done by floating derricks, cutting of all wood pile, whether by machine or hand; pulling of all wood pile, all steel sheeting and all wood sheeting, erecting and dismantling of all piledriving rigs; also derricks whether on land or water; also the moving, shoring and underpinning of all buildings.
- (146) Rule #4121-3 of the Safety Code of Ohio shall be observed as the minimum safety requirement on all work performed under this Agreement. In case of any injury, the steward or the company safety man must accompany the injured to the doctor's office or the hospital when the man is incapable of caring for himself.
- (147) Pile drivers shall use or operate any tools or equipment of the trade necessary to perform the above stated work.
- (148) Effective May 1, 2023 the Northern Ohio Carpenters' Heavy-Highway Agreement between The Construction Employers Association, Associated General Contractors of Northwest Ohio, Builders Association of Eastern Ohio and Western Pennsylvania and the IKORCC chartered by The United Brotherhood of Carpenters, and Joiners of America ("Northern Ohio Heavy-Highway Millwright and Piledrivers Agreement" shall govern all "Heavy-Highway

Construction” work as defined therein; and this Agreement shall cover all other covered work. Employers signatory to this Agreement also agree to be bound by the Northern Ohio Heavy-Highway Millwright and Piledrivers Agreement.

**ARTICLE XXXIV  
WAGE RATES**

(149) Changes in 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. Fringe benefits are based on hours **PAID**. For the purpose of wages and benefits the area covered under this agreement will be broke up into two zones.

- A) Zone #1: counties of Lucas, Wood, Henry, Fulton, Williams, Hancock, Defiance, Paulding, Ottawa, Sandusky, Seneca, and Crawford 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) 3875 Reservoir Road, Lima, Allen County, Ohio 45801, commonly known as the “Procter & Gamble Lima Plant.”
  
- B) Zone #2: counties of Allen, Auglaize, Hardin, Mercer, Putnam, Van Wert and Wyandot.

Shift Base Rate:

To calculate shift base rate, see paragraph (63).

For a specific break down of wages and benefits refer to the wage addendum and the Zone that covered 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.

Future Wage Increases:

5/1/2023	\$2.64	5/1/2024	\$2.11	5/1/2025	\$ 2.05
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MAINTENANCE AGREEMENTS – The parties agree to incorporate, by reference, the terms and conditions of the Toledo Area Maintenance Agreement for all maintenance, repair, renovation or retrofit construction. Wage rates to be paid under the Toledo Maintenance Agreement shall be those called for in this Agreement. Whenever any form of national maintenance agreement refers to applicable wage rates in the local labor agreement, it shall mean the standard base rate herein.

**ARTICLE XXXV  
SPECIAL WORK RATES**

(150) Employer agrees that whenever millwrights or apprentices are required to work on stacks, silos, water coolers, towers, or build or dismantle scaffolding or catwalks, build, dismantle or work on swinging or outriggered scaffolding or from a bosun’s chair, where such work is subject to a free fall, the following rates will be paid:

to 40-foot free fall –Standard scale / 40-100 ft. free fall-\$.50 per hr. above scale / Over 100 ft. free fall-\$1.00 per hr. above scale

(151) This section shall not apply on work covered by the National Stack and Cooling Tower Agreement for Employers signatory to that agreement

**ARTICLE XXXVI  
SPECIAL SHIFT**

(152) When for reasons beyond the control of the Contractor it is impossible to work a crew in the daytime, namely work on occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to figure such work at second or third shift wage rates; provided, however, that he first notifies the business representative in whose territory the work shall be done and the secretary of the Contractor's Association in the area in which the work is being done, with his reasons therefore; and further, provided that his reasons are acceptable to both above named parties.

**ARTICLE XXXVII  
TERM OF AGREEMENT - SIGNATURES**

(153) The provisions of any agreement between the Union and any Contractor or association of contractors which are more favorable to the Contractor in any of its terms, wages or conditions than those contained in this Agreement may be followed by the signatories to this Agreement and to the parties whom they represent.

(154) All members of the Contractors Association shall comply with this Agreement and the Union agrees that other Contractors in the Union's jurisdiction doing such work shall be requested to sign this Agreement or a similar agreement and comply with the terms thereof; the Union shall retain resources to enforce the terms of this Agreement including its right to refuse to service the Employer with employees.

(155) This Agreement shall become effective on May 1, 2023 and shall be continued in full force and effect from the aforementioned date to and including the 30th day of April, 2026, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter.

(156) IN WITNESS WHEREOF, we the undersigned have executed this Agreement on this 1st day of May, 2023 at Toledo, Ohio.

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

INDIANA / KENTUCKY / OHIO REGIONAL  
COUNCIL OF CARPENTERS

\_\_\_\_\_  
Joshua M. Hughes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Kwiatkowski

\_\_\_\_\_  
Date