

This Agreement is Provided by
The Construction Advancement Program
of
Eastern Ohio and Western Pennsylvania

P.O. Box 488
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For all work performed
in Crawford, Lawrence and Mercer Counties

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CONTRACT

between

**THE BUILDERS ASSOCIATION
OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

and

**EASTERN ATLANTIC STATES
REGIONAL COUNCIL
OF CARPENTERS**

In behalf of

LOCAL NO. 420

**JUNE 1, 2023
to
MAY 31, 2027**



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CONTRACT
JUNE 1, 2023 — MAY 31, 2027

This Contract entered into as of the 1st day of June, 2023 by and between the BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA, as negotiating agent for, and on behalf of, its regular and associate members, and other associations who have given power of attorney to the Builders Association of Eastern Ohio and Western Pennsylvania to bargain as their negotiating agent, hereinafter referred to as the Employers; and the EASTERN ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS for and in behalf of its affiliated Building Construction Local Unions hereinafter referred to as the Union; for the purpose of establishing the rate of wages, hours of work; conditions under which employees shall work for the Employers; to insure and define trade autonomy as set forth in the International Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO on all construction work in the geographical area covered by this Agreement, including but not limited to commercial, industrial, residential, and manufacturing projects and facilities, and all related work such as but not limited to airports and fields, athletic fields, swimming pools, sewers, water mains, grade separations, foundations, parking lots and areas, driveways, access roads, piers, abutments, retaining walls, viaducts, aqueducts, shafts, tunnels, drainage projects, sanitation projects, water projects, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development projects, hydroelectric development projects above grade, train and subway stations, round houses and maintenance and/or repair facilities, and any other work mutually agreed upon to facilitate, without resort to strikes, slowdowns or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the Employers and employees engaged in construction working the following County in Western Pennsylvania, and the Local Unions mentioned, by County, on whose behalf the Regional Council is authorized to negotiate this Agreement: Crawford, Lawrence and Mercer Counties — Local Union 420; and also for the purpose of preventing other waste and unnecessary and avoidable expense, annoyance or delays making costs as low, stable, and certain

as possible, consistent with fair wage rates, for the advancement of Labor and Management in skill and productivity.

It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any employee or member respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

ARTICLE I

Term of Contract

Section 1. The term of this Contract shall be from June 1, 2023 to and including May 31, 2027.

Section 2. Should the Employer or the Union desire to change or terminate this Contract on May 31, 2027, notification by the party requesting the same must be submitted in writing to the other party not less than ninety (90) days prior to May 31, 2027, otherwise this Contract shall continue in full force and effect until May 31, 2028 and annually thereafter in the absence of such notification.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the classification set forth in the General Working Rules of the Carpenters' Regional Council, as is more particularly described in Section One (1) of these rules, a copy of said Rules being incorporated herein by reference and made part of this Agreement as though fully set forth herein, and a receipt of a copy thereof is hereby acknowledged by the Employer.

The Employer and the Union agree to be bound by the terms and conditions of the Carpenters' Agreement in effect as of the date of the execution on this Agreement first written above by and between the Eastern Atlantic States Regional Council of Carpenters and the Builders Association of Eastern Ohio and Western Pennsylvania, and to that extent Carpenters' Agreement is hereby incorporated herein and made a part of this Agreement as though fully set forth herein, and the Employer hereby acknowledges that the signing hereof the receipt of a copy of said Agreement as aforesaid.

It is agreed by and between the Employer and the Union that both the Employer and the Union shall be bound by all the terms and conditions of each succeeding Carpenters' Agreement entered into between the Union and the Builders Association of Eastern Ohio and Western Pennsylvania unless either party shall give written notice to the other party ninety (90) days prior to expiration date of the present Carpenters' Agreement or of succeeding Carpenters' Agreements of its intention not to be bound by the next succeeding Carpenters' Agreement. Each succeeding Carpenters' Agreement upon execution, is hereby incorporated and made part of this Agreement as though fully set forth herein, and the Employers further agrees that it shall be the obligation of the Employer to request copies of successive Agreements for the Union. Should either party give its ninety (90) days notice of its intention not to be bound by the Association Agreement, negotiations shall begin immediately.

The Employer will pay all wage rates; contributions to the Carpenters' Welfare and Pension Plans of the Regional Council of Carpenters' Working Assessment Fund, the Carpenters' Savings Fund, Carpenters' Annuity Plan and the Industry Advancement Fund as set forth in the Carpenters' Agreement as aforesaid, and all succeeding Carpenters' Agreements unless written notice is given as is set forth above.

Section 3. Notification of all resignations from membership in the Builders Association of Eastern Ohio and Western Pennsylvania shall be given in writing to the Eastern Atlantic States Regional Council of Carpenters within thirty (30) days from the effective date of the resignation.

ARTICLE II

Declaration of Principles

Section 1. The Employers and the Union hereby adopt the following principles as an absolute basis for this Contract:

- (a) There shall be no limitation as to the amount of work a carpenter shall perform during the working day.
- (b) There shall be no restriction of the use of any safety approved machinery or tools (welding torch is considered a tool of the Trade) when furnished by the Employer.

- (c) No unauthorized person shall have the right to interfere with working members during working hours.
- (d) The Employer or his agents shall not use abusive language or employ excessive rushing tactics on jobs.
- (e) The foreman shall be selected by, and be the agent of Employer and shall be responsible for having this Contract carried out in full. All foremen shall be members of a Local Union affiliated with the Eastern Atlantic States Regional Council of Carpenters.
- (f) Carpenters shall be at liberty to work for any signatory contractor. They shall demand and receive the wages, fringe benefits and conditions agreed upon in this Contract.
- (g) Employers shall be at liberty to hire employees of their choice. The Employer may discharge for just cause, except for Union activities. Under no circumstances shall a shop steward be dismissed without first consulting with the Representative of the Union.
- (h) The parties hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.
- (i) The Employer shall make every reasonable effort to employ a majority of carpenters from the County in which the job is located.
- (j) All wood forms for use on projects will be fabricated and/or re-fabricated, either on or off the job site, with journeymen carpenters in accordance with the terms and conditions of this Contract. The above shall apply in connection with the use of specially designed forms as may be set forth in architect's specifications, plastic or fiberglass forms, or forms with metal components similar to Symons. The installation of plastic, removable metal and corrugated forming systems is the work of the Carpenters.
- (k) The employer shall have total portability of manpower within the geographic jurisdiction of the Eastern Atlantic States Regional Council of Carpenters. However, when additional carpenters are needed, every reasonable effort will be made to employ carpenters from the county in which the job is located. Also, employees will be paid according to the Agreement of the area in which they are working.

- (l) The use of personal (non-business) pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. In the event of family illness or pregnancy, employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above stated devices will be cause for one written or verbal reprimand and a second occurrence shall be cause for dismissal.
- (m) Union members holding cards in Local Union 420 shall be permitted/encouraged to solicit work opportunities with signatory contractors. However, Union members are not permitted to accept work on his/her own, solicit work for himself/herself to be done on regular or off time hours, or sell his/her labor to the public as a direct contractor of the trade unless he/ she is signatory to the local collective bargaining agreement.
- (n) If, during the life of this agreement, the union grants to a contractor any more favorable terms, conditions or wages from those contained in this Agreement, the union will notify the Association and if they are found to place the employers at a competitive disadvantage, the more favorable terms, conditions or wages automatically become a part of this Agreement.

ARTICLE III

Working Hours, Shifts, Overtime and Holidays

Section 1. The Employer may schedule all employees for the normal work day starting at the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., and 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay, except as noted in the Special Conditions Clause.

All work scheduled changing the above starting and quitting time shall be for cause. The Business manager or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the normal work schedule and the work schedule shall prevail for a minimum of five (5) working days. The

Employer must schedule all of the Employees for work at the same time on a particular project.

- a.) Lunch period shall be at the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Employee during the lunch recess shall be paid at the applicable overtime rate.

Section 2. Overtime Premium Pay. All time worked prior to the normal starting time and after the normal quitting time Monday through Friday, shall be paid at time and one-half (1 1/2) the normal rate of pay for the job performed. (All starting and quitting times which apply during the week shall also apply on Saturdays, Sundays, and Holidays.) All work performed on Saturday shall be paid at one and one-half (1 1/2) the normal rate of pay for the job performed (except for make-up dates and shift work). All time worked on Sundays or Holidays shall be paid at double the normal rate of pay for the job performed.

All work performed on Sundays and Holidays, or days observed as such, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, which is to be celebrated on the day after Thanksgiving, Thanksgiving Day and Christmas Day, shall be paid at the rate of double the regular straight time rate of wages. Any holiday, or day observed as such, which falls on a Sunday, shall be celebrated on the following Monday.

The Employer agrees they will secure written permits from the Union for all Saturday, Sunday, Holiday, Shift and Make- Up Days, and also to inform by telephone or in person, the Union of intentions to work overtime during the first three (3) days of the week, namely Monday through Friday.

It is agreed that all overtime work shall be pro-rated among those employed on the job, as far as practicable, and the job steward or his designated alternate shall be included among those working at all times.

In the event there is a grievance or the Employer violates the intent of the time and one half (1 1/2) provisions of this Agreement, the Union shall submit the dispute directly to the Joint Arbitration Committee, and follow the arbitration procedures outlined in this Agreement. If the Employer is found to be in violation, the employee shall be paid double the regular straight time rate of wages for the

hours worked, and the Employer shall be bound to institute shift work, hire additional employees, or cease overtime work. If the Employer refuses to comply with the decision of the Joint Arbitration Committee or the Arbitrator, the Union shall have the right to engage in a strike and such strike shall not be deemed a violation of this Agreement.

Section 3. When two (2) or more shifts are required on the same operation, the first shift shall work eight (8) hours between the hours established for that job or project; the second shift shall work seven and one half (7 1/2) hours and receive eight (8) hours pay; and the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven and one half (7 1/2) hours on the second shift, and seven (7) hours on the third shift, shall be paid for at the prescribed overtime rate. Second and third shift shall work Friday night in order to complete a full five (5) day week at the straight time rate wages prescribed in this Section (eight (8) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

When two ten (10) or twelve (12) hour shifts are necessary and being worked, then time will be split so that both shifts shall receive the same wage and worked in the following manner: All hours over and above the first seven and one half (7 1/2) hours worked shall be considered as overtime and paid in accordance with the overtime schedule. One half (1/2) hour for lunch without pay shall be observed after each five (5) hours worked.

A shift shall not be recognized as such unless it consists of two (2) or more carpenters, one of whom shall be designated as foreman, and shall work no less than three (3) consecutive nights, Saturdays, Sundays and Holidays excepted, otherwise premium time as specified herein shall be paid.

Section 4. Reporting Time. In the event of inclement weather at the start of work day or shift, employees reporting shall be assured of one (1) hour's work at the regular rate of pay, and remain on the job until 8:30 a.m. If he remains on the job after 8:30 a.m., he shall receive two (2) hours wages and fringes for so reporting.

Any Employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay. If more than four hours are worked in any one day, he shall receive not less than a full day's pay therefore.

The Employee shall be allowed up to a total of thirty (30) minutes in any eight (8) hour day in the shanty, with pay, when forced in, due to intermittent rain. Pay to be made to nearest fifteen minutes due to each rain stoppage, but not exceed (30) minutes in an eight (8) hour day.

Section 5. Employees working under this Contract shall not be transferred by the Employer from one job to another for the performance of overtime work without the consent of the Eastern Atlantic States Regional Council of Carpenters. Employees working on an overtime job will not be replaced by employees from another job for overtime work, unless the overtime work requires special skills which cannot be performed efficiently by employees working on any shift.

Special arrangements may be made to accommodate the working hours with respect to delivery service, shifts and/or emergencies.

Section 6. On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, and are three (3) or more days' duration, the Employer, with the consent of the Union, may institute a shift which will be paid in accordance with the Article governing shift work.

For "Owners' Special Conditions", the normal established work day will be:

1st Shift - 8:00 A.M. to 4:30 P.M. (8 hours for 8 hours pay).

2nd Shift - 4:30 P.M. to 12:30 A.M. (7 1/2 hours for 8 hours pay).

3rd Shift - 12:30 A.M. to 8:00 A.M. (7 hours for 8 hours pay).

When an odd shift is required, the shift schedule in which the majority of hours are worked shall apply. When an odd shift is required that splits the hours worked equally, the following shift schedule shall apply; If the third shift is scheduled and the majority of hours falls in the first shift, it is understood the third shift schedule shall apply.

MAKE-UP DAY

Section 7. It is agreed that when time is lost (four (4) hours or more) for the crew during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up by the entire crew on Saturday at the regular rate of wages. All Saturday work must be scheduled on an eight (8) hour basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer.

FOUR – TENS

Section 8. The contractors may institute a four-day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions.

Time and one-half (1 1/2) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per week, where due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day; however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled. If Saturday is used as the make-up day, the Regional Council office should be notified. Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday shall receive time and one-half (1 1/2) the regular rate of wages for Friday or Saturday. Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked. When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or

project or two (2) shifts of ten (10) hours per shift between the hours established for that job or project may be used. Any work in excess of eight (8) hours on an eight (8) hour shift operation for any work in excess of ten (10) hours on a ten hour shift operation shall be paid for the prescribed excess of ten (10) hours on a ten hour shift operation shall be paid for the prescribed overtime rate. When three (3) shifts are required the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours' pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable overtime rate of pay. Shifts will be paid on hours worked.

On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, the Employer with the consent of the union, may institute a shift which will be in accordance with the Article governing shift work. The work hours will be determined by the "Owner's Special Conditions."

ARTICLE IV

Wage Rates and Special Conditions

Section 1. Journeymen Carpenters, members of the Union, engaged in Commercial, Industrial, Residential and Institutional work in Crawford, Lawrence and Mercer Counties, shall be paid as is set forth in the Carpenter Progression of Wages/Benefits.

Section 2. Par. A. All foremen shall receive not less than \$2.50 per hour above the journeyman rates. All general foremen shall receive not less than \$3.25 above the journeyman rate. All foremen and general foremen shall be members of the United Brotherhood of Carpenters & Joiners of America.

On all jobs where two (2) or more journeymen are employed, one shall be the foreman. No foreman shall be in charge of more than ten men, and when more than ten journeymen are employed another foreman shall be employed. Any foreman who has eight journeymen under him shall not work with his tools. No general foremen or superintendent shall work with their tools.

When two (2) full ten (10) men crews and a partial crew are working for an employer a general foreman shall be hired. When four (4) crews of any size are employed by a contractor a general foreman shall be hired. Selection of the general foreman shall be made by the employer. This applies to employment on any one job.

No superintendent shall in any way interfere with carpenters on any work. All orders to the carpenters must come from the carpenters' foreman.

It shall be the duty of every foreman or general foreman to work in conjunction with the stewards on the job.

No foreman or general foreman shall use abusive or profane language in dealing with his carpenters.

Par. B. There shall be a steward placed by the Union on each job at all times during working hours, who shall assist in the coordination of efforts in behalf of the best interests of all concerned. He shall be the only authorized on-the-job representative of the Union and there shall be no discrimination against him because of his activities in behalf of the Union. He shall have the privilege during working hours of checking any and all persons doing carpenter work and the material on the job to be used. He shall conscientiously attempt at all time to eliminate any infraction of this agreement. He shall report any infraction of the agreement, City, State or Federal laws that may come to his attention. He shall take the proper action to avoid jurisdictional disputes. It is further agreed that the job steward shall always be included among those working overtime.

Par. C. On each job covered by this contract there shall be a carpenter foreman who may be placed on the job by the Employer. In the event an additional carpenter is required on any job, the Union Business Representative shall have the right to refer for placement on that job, the second individual and appoint him the job steward. The Employee designated as the job steward shall be a qualified journeyman and must fully perform his duties as directed. The

Employer may place the third carpenter; the Union the fourth and fifth carpenter; the Employer the sixth carpenter; and alternately thereafter.

Par. D. Under no circumstances shall a Union steward be laid off, dismissed, transferred or have his job classification changed for any reason without first consulting the Union, and then only for good and just cause shall the Employer dismiss a Union steward. The Union steward shall be the last person to be laid off, and the first journeyman called back on the restarting of jobs. Absolutely no carpenter work shall be performed in the absence of the steward unless the steward is absent from work because of illness, injury or other legitimate reasons.

Par. E. It is further agreed the job steward will be notified by an authorized agent or representative of the Employer in all instances involving layoff of employees, regardless of a temporary or permanent nature, at least two (2) hours before the scheduled or designated time for layoff. The steward shall then inform the employees designated for layoff of the Employer's decision at least two (2) hours before the time of the layoff so those Employees affected may gather and sharpen their tools before leaving the job and shall be paid in cash at least one half (1/2) hour before the usual scheduled quitting time.

APPRENTICES

Section 3. After two (2) journeymen carpenters are employed, the third (3rd) person to be employed shall be an apprentice. An additional apprentice shall be employed for each additional three (3) journeymen carpenters. Each apprentice shall work with and be under the supervision of a designated journeyman carpenter at all times.

The ratio of apprentices to journeymen will be determined by job basis or a contractor basis based on yearly average employment. Based on economical and working conditions, this ratio may be changed for the employment of apprentices and shall be at the discretion of the responsible Union member of the Carpenters' Joint Apprenticeship Committee.

Apprentices shall be jointly indentured to the Carpenters' Joint Apprenticeship Committee and the Employer, with the understanding that the Employer will provide reasonable and varied types of work throughout the indenture period.

Conditions and rules governing apprentices shall be those adopted by the Carpenters' Joint Apprenticeship Committee and a copy is incorporated by reference in this contract and made a part hereof.

IRRITATING MATERIALS

Section 4. Those employees required to handle irritant materials such as creosoted wood or other materials that have been treated with other preservatives, shall be paid at the rate of twenty five (\$.25) cents per hour over and above the regular wage rate.

The Employer shall provide rubber boots, proper gloves and protective materials to safeguard the employees. The Employer shall be responsible for the replacement of tools, shoes and clothing of the employees which are substantially damaged in the performance of their duties. This shall also prevail when employees are working in areas where the atmosphere contains excessive corrosive fumes.

ACCIDENT AND HAZARD PAY

It is agreed and understood that construction work generally is hazardous. It is the intent of both parties that every effort be made to protect the well-being of all employees. The Employer agrees that they shall assign adequate personnel to maintain safety compliance.

All provisions of the Occupational Safety, Health and Accident Law and the Pennsylvania State Safety Laws shall be strictly adhered to and complied with. The employee shall have the right to refuse to perform work in the areas where the full OSHA Standards and Pennsylvania Safety Laws are not adhered to and maintained.

Employees working on preparatory work to conform to all provisions of the Occupational Safety, Health and Accident Law and the Pennsylvania State Safety Laws and OSHA Standards, as

described in paragraphs (a) and (b) below, shall be paid twenty five (\$.25) cents per hour over and above the rate of pay as specified in this contract:

- (a) Preparatory work performed twenty-five (25) feet or more above grade or other safe horizontal plane below to conform in strict accordance with the Pennsylvania State Safety regulations and OSHA Standards.
- (b) Work performed ten (10) feet below grade, in caissons, tunnels, sumps, trenches, ditches and excavated areas for retaining walls and other structures so that banks can be braced in strict accordance with Pennsylvania State Safety Regulations and OSHA Standards.

The Employer shall furnish proof to the Union that he has properly provided for the employee under the Pennsylvania State Unemployment Compensation Law and the Pennsylvania Workers' State Compensation Law.

Any carpenter injured on a job-incurred accident during the shift and requiring emergency treatment by a physician or hospitalization, shall receive pay for the full shift. However, if the injured carpenter is released to return to work, and does not return to work, then he shall receive pay only for the actual time worked.

Should the employee be required to visit the Employer's designated doctor during a regular work day, the employee shall be paid for the time necessary for such visits. If the injured employee is employed by a contractor other than with whom the accident occurred, he shall not be paid for any time for treatments, other than the Compensation law or the Insurance laws allow.

TRAVEL REGULATIONS

Section 5. (A) The employer agrees to pay the parking charges at the actual job locations.

(B) When the majority of Carpenters are not from the Local Union in the County in which the work is being performed, the Employer shall pay two (\$2.00) dollars per day travel expense reimbursement for all employees on the job.

(C) When an employee is required to travel to a job outside Crawford, Lawrence and/or Mercer County, the employee shall receive two (\$2.00) dollars per day, plus IRS mileage allowance per mile, from the Crawford, Lawrence and/or Mercer County line to the job site both ways. Should the employee be required to spend the night at the job location, out-of town living expenses shall be paid on the regular pay day at the rate of one hundred twenty five (\$125.00) dollars per day, plus the mileage to and from the job locations from the Crawford, Lawrence and/or Mercer County line.

(D) In the event any employee is required to travel excessive distances either within the Crawford, Lawrence and/or Mercer Counties area, or outside the Crawford, Lawrence and/or Mercer Counties area, and is not paid reasonable travel expenses by the employer, he may refer the grievance to the Joint Travel Committee consisting of three (3) members of the Builders Association of Eastern Ohio and Western Pennsylvania and three (3) members from the Eastern Atlantic States Regional Council of Carpenters for adjudication. Their resolution shall be binding on all parties.

(E) The travel expenses and the out-of-town living expenses will not become a part of the employee's gross pay but shall be paid as an expense in excess of gross wages and shall be noted separately on the pay stub.

Section 6. Should the Union desire to allocate the wage increases to existing or mutually agreed fringe benefit plans, it shall have the right to do so upon thirty (30) days' written notice to the employer, requesting the allocation take effect on a specified date in a specified manner.

ARTICLE V

Jurisdiction

The employer and the union recognize jurisdiction as a serious problem in the Construction Industry.

In an attempt to assure continuation of work on all projects, in the event of a jurisdictional dispute, the employer agrees to abide by any agreement between the disputing parties at a local level. Those parties failing to reach an agreement, the employer will abide by any agreement reached between the International Union Representatives.

If there are no agreements of record, the employer will assign the work based on area practice or trade practice.

The union agrees not to institute work stoppages due to jurisdictional disputes. The employer recognizes the work jurisdiction as listed in Article V as being claimed by the carpenters and will assign work in accordance with Article V.

The employer insures and defines trade autonomy as set forth in the constitution and laws of the United Brotherhood of Carpenters and Joiners of America. The carpenter employees governed by this contract shall perform, but shall not be limited to, the work that is historically performed by carpenters. The employer further agrees that he shall accept and abide by the written recognized agreements of the Eastern Atlantic States Regional Council of Carpenters and the United Brotherhood of Carpenters and Joiners of America with other Building Trades' Unions. The employer agrees that on projects covered by this contract, work assignments by the employer and his subcontractors shall be governed by this work jurisdictional section.

CONCRETE FORMS

The fabrication and re-fabrication of all concrete forms and the dismantling when they are to be reused again shall be performed by the carpenters. This includes removable corrugated metal forming systems, i.e. Mulach Steel Forming Systems, and all other patented forming systems. When power rigging is used in the setting or dismantling of forms and the necessary false work, all handling, rigging and signaling shall be done by the Carpenters. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, etc., and the placing, leveling, bracing, burning and welding for all bolts is the work of the carpenters. The installation of embedded materials where attached to concrete forms and/ or embedded materials for machinery is the work of the carpenters. Framing in connection with the setting of bulk heads; fabrication of screeds and stakes for concrete floors and forms for concrete articles is the work of the carpenters. The handling of lumber, fabricated forms and form hardware shall be from the adjacent stockpile.

The building and moving of all scaffolding for runways and staging is the work of the carpenters. The cutting or framing of openings for pipes, conduit, ducts, etc., when they pass through floors, partitions or forms shall be performed by the carpenter.

The building and moving of all scaffolding, runways and staging where carpenters' tools are used, the building from the ground up of all scaffolds over 14 feet in height including metal and specially designed scaffolding. The building and construction of all hosts and derricks made of wood, the making of mortar boards, boxes and trestles; all shoring, razing, and moving of buildings.

Employer agrees that it shall be the work of the carpenters to maintain proper alignment and make adjustments during the pouring of concrete such as walls, decks, etc., and a sufficient number of carpenters shall be on the job during the pouring.

When setting up pre-cast concrete units, the Carpenters shall perform all rigging, setting, aligning and hand signaling necessary for the operation.

WALLS AND PARTITIONS

Excluding masonry and plaster, all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied by carpenters, laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith, shall be performed by employees covered by this contract.

The employer recognizes and acknowledges that all drywall work and all drywall components mentioned above, interior or exterior, or utilizing these components mentioned above, interior or exterior, or utilizing these components mentioned (studs, gypsum board or insulation) such as in cota, drivit or similar systems, is the jurisdiction of the Eastern Atlantic States Regional Council of Carpenters and that such work is the work of the carpenters.

The erection of exterior metal studs shall be performed by the carpenter employees of the employer. The installation of windows attached to metal studs and erected by the carpenters, shall be performed by the carpenter employees.

The installation of rockwool, cork, fiberglass, Styrofoam and other insulation material used for sound or weatherproofing. The renewal for caulking and replacing of staff bead, brick mould and all oakum, caulking, substitutes and all other caulking in connection with carpenter work.

The erection of Operable walls, toilet partitions and clad panel wall systems shall be performed by carpenter employees.

The installation of chalkboards, cork or tack boards.

POWER RIGGING AND MATERIAL PROCEDURE

The unloading, handling and erection of porcelain enameled panels and aluminum siding shall be performed by the carpenters. The unloading, handling and erection of elevated floors (floating floors) is the work of the carpenters.

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks is the work of the carpenters.

All power rigging and signaling of carpenters' materials shall be performed by the carpenters.

The operation and maintenance of small air compressors, generators, electric or gasoline power motors for the operation of woodworking machinery shall be the work of the carpenters operating the machinery.

The unloading, handling and distribution of materials erected and installed by the carpenters shall be performed by the carpenters. All prefabricated, manufactured and finished materials regardless of packaging, shall be unloaded, distributed and installed by the carpenters. This shall include, but not be limited to, concrete forms, templates, bolts, cabinets and all materials normally installed by the carpenters.

The unloading, distribution by hand and/or rigging of all materials installed by the carpenters shall be performed by the carpenters including all tools and accessories needed for the performance of such work.

DOORS

Carpenter employees shall unload, distribute and install all pre-finished wooden doors, hollow metal doors, whether steel, aluminum or plastic. The carpenters shall install all hollow metal jambs and hardware on doors whether they be interior or exterior.

RAILINGS

The installation of all construction of temporary guard rails, barricades and/or safety devices is the work of the carpenters. This shall also include the backing necessary. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guard rails shall be performed by the carpenters.

ROOFING

Wood shingles, cedar shakes, asphalt shingles, roll shingles and the underlayment are the work of the carpenters. The erection of tectum type plank, gyp type planking, concrete type planking, fiberboard or similar materials shall be installed by the carpenters.

RETAIL STORES

The unloading, handling, distribution and erection of all store fixtures, display cases, shelving and displays are the work of the carpenters.

WEATHER AND SPRAY PROTECTION

The fabrication and erection of frames, enclosures of buildings or scaffoldings, the draping of tarps, visqueen or similar coverings, when secured by wire, nailing, bolting or clamps shall be the work of the carpenters.

The handling and setting up of Kelley type enclosures shall be the work of the carpenters.

SINK TOPS AND CABINETS

The unloading, distribution and installation of all sink tops, cabinets, hoods, laboratory furniture, base and wall units, is the work of the carpenters.

ACOUSTIC CEILINGS

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method or manner of their installation, attachment or connection, including, but not limited to the following items is the work of the Carpenters: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or method of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

SCAFFOLDING

All scaffolds necessary for the Carpenters and Multi- Trade scaffolding shall be erected and dismantled by the carpenters. All scaffolding in excess of fourteen (14) feet in height shall be erected by the carpenters including all weather protection and safety protection necessary for the performance of the construction work.

SURVEY and LAYOUT

The use of any instrument or tool, including transit and level, for layout work incidental to the Trade, shall be the work of the Carpenters. This is to include layout men and party chief (to be paid at the foreman rate), instrument man (to be paid at the journeyman Carpenter rate), rodman and/or chainman (to be paid at the appropriate apprentice rate).

FLOOR COVERERS

For a contractor electing to execute this Floor Coverers & Decorators Addendum "A" only, the following provisions shall apply, in addition to those as set forth in the main agreement. In cases where this Addendum and the main agreement differ, the terms of this Addendum shall apply.

Section 1. There shall be no restriction of the use of any safety approved machinery or tools when furnished by the Employer. The following tools will be supplied by the contractors: All power tools will be supplied by the contractor; all welding tools for seam welded floors; power stretches; tile cutter; and propane gas

Section 2. The unloading, handling and distribution of materials installed by Floor Coverers shall be performed by the Floor Coverers. All materials, regardless of packaging, shall be unloaded, distributed and installed by the Floor Coverers. The unloading, distribution by hand and/or rigging of all materials installed by the Floor Coverers shall be performed by the Floor Coverers including all tools and accessories needed for the performance of such work.

Section 3. Resilient Floor Jurisdiction - Resilient floors, consisting of and including the laying of all cork, linoleum, asphalt, mastic, plastic, fritz

tile, rubber tile laid in with linopaste, glue, mastic or substitute materials is under the jurisdiction of the Floor Coverers & Decorators Local Union 251, an affiliate of the Eastern Atlantic States Regional Council of Carpenters. All wood flooring, whether nailed or laid in mastic is the work of the Floor Coverer. All necessary preparatory work including the scraping, filling of holes, nailing, laying of paper or other underlayments are the work of the Floor Coverer. The wood floors, either by hand or power machine is the work of the Floor Coverers.

Section 4. All carpeting and carpet pad, whether stretch and glued down will be the work of the Floor Coverer & Decorators Local Union 251.

Section 5. All window treatments and rods will be the work of the Floor Coverers & Decorators Local Union 251.

ARTICLE VI

Fringe Benefits Pension, Medical, Annuity and Savings Funds

Section 1. During the term of this contract and any extension thereof, the employer shall pay into the Greater Pennsylvania Carpenters Medical Plan, Greater Pennsylvania Carpenters Pension Plan, and the Greater Pennsylvania Carpenters Annuity & Savings Fund, the percentage of gross wages of each employee covered by this contract as specified in the Carpenters-Progression of Wage/Benefits of this contract in the manner provided in Article IX.

Payments shall be made not later than the last day of the month following the month for which payments are being made.

Section 2. All of the terms and provisions of the Agreements and Declarations of Trust creating the above said funds are hereby accepted by the parties hereto, and copies of said Agreements and Declarations of Trust are incorporated by reference in this contract and made a part hereof.

Section 3. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable.

Section 4. Penalties shall be in accordance with the terms of the above said Trust Agreement.

ARTICLE VII

Joint Carpenter Study Committee

Section 1. The parties hereto agree to establish a Joint Carpenters Study Committee, which shall consist of four (4) members appointed by the Union and four (4) members appointed by the Builders Association of Eastern Ohio and Western Pennsylvania.

Section 2. The committee shall meet quarterly.

Section 3. The purpose of the committee shall be to facilitate and expedite exchange of ideas and information on problems of mutual concern, with the hope that such exchange may suggest solutions and avoid unnecessary misunderstandings.

Section 4. In the event the committee desires to do so, it may submit a report and recommendation to the parties concerning any matter. Any such report or recommendation shall be confidential and shall not be made public unless both the union officials of the Builders Association of Eastern Ohio and Western Pennsylvania, who are authorized to execute agreements, mutually agree to make it public. The committee shall have no authorization to negotiate or conclude agreements or to handle grievances. Such matters shall be handled under the other appropriate provisions of this agreement.

ARTICLE VIII

Industry Advancement Program

Section 1. There has been established a Trust known as “The Construction Industry Advancement Program of Eastern Ohio and Western Pennsylvania Fund.” The fund shall be administered solely and exclusively by the trustees appointed pursuant to the provisions of the trust instrument, and the activities of the fund shall be financed as set forth in Section 2 of the Article.

Section 2. The employer shall pay the Construction Industry Advancement Program of Eastern Ohio and Western Pennsylvania Fund, twenty two (\$0.22) cents per hour worked by each employee covered by this contract, said payments to be made in the manner provided in Article IX. PNC, N.A., or the designated depository, shall distribute to the designated agent for the Industry Advancement

Fund the monies due the fund. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased by up to a maximum of an additional four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the employer.

Section 3. The monies collected by the designated agent for the Industry Advancement Program shall be paid over to the Construction Industry Advancement Program of Eastern Ohio and Western Pennsylvania Fund, as received by him, and the trustees of the fund shall deposit said monies in a separate bank account for the purposes hereinafter set forth.

Section 4. The Construction Industry Advancement Program of Eastern Ohio and Western Pennsylvania Fund will be used by its trustees for the following purposes:

United Way one (\$.01) cent per hour.

The promotion of safety and accident prevention in the Industry; educational programs such as schools for superintendents of construction and other advisory personnel; the cost of standardizing contracts and specifications setting up machinery to bring about cooperation between architects, engineers and contractors to eliminate disputes and disagreements; research into new materials for use in the Building and Construction Industry; the expenses involved in conducting a public relations program for the benefit of contractors engaged in the Building and Construction Industry in Western Pennsylvania; the expenses attendant to the promotion of stability of

relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the building and construction contractors engaged in commercial and building construction in the Western Pennsylvania area; the expenses required to maintain facilities for arbitration of disputes and the adjustment of grievances; the expenses incurred in the collection of contributions for the fund; management's expenses for administering jointly with representatives of labor,

health and welfare programs for the various trades and crafts employees in the Building and Construction Industry; management's expenses of administering jointly with representatives of labor, apprenticeship training programs to insure a sufficiency of skilled workers and crafts for all contractors in the Western Pennsylvania area; providing contributors with the information and data relating to the Industry in the matters mentioned herein; administration of the fund; and such other industry- wide endeavors of like character or kind as may be desirable from time to time.

Section 5. The fund shall not be used for the payment of dues of the Builders Association of Eastern Ohio and Western Pennsylvania or any of its members in the Associated General Contractors of America or in the Pennsylvania State Council of Contractors; lobbying in support of anti-labor legislation; to subsidize contractors during a period or periods of work stoppage or strikes; to pay the cost of litigation before a court or administrative body against the union or any of its affiliated locals, or for any activity injurious to the union or any of the affiliated locals.

Section 6. Payment to the fund and monies in the fund shall be used only for the purposes indicated in Section 4. The Pension Fund, the Greater Pennsylvania Regional Council of Carpenters Medical Plan, the Union, individuals employers, and their employees shall have no right, title or interest in any of the payments to or monies in the fund; nor shall they, or any of them be entitled to receive, directly or indirectly, any portion thereof.

Section 7. As part of the administration of the fund, there shall be an annual audit of the fund, a statement of the results of which shall be furnished to the Union annually at the offices of the Builders Association of Eastern Ohio and Western Pennsylvania.

Section 8. In the event the union alleges that the fund is being used for one of the purposes specifically forbidden in Section 5, the dispute shall be subject to the arbitration provisions of the agreement.

Section 9. The fund and the trust established pursuant to this provision are contingent upon and subject to obtaining such approval of the Commissioner of Internal Revenue as the Builders Association of Eastern Ohio and Western Pennsylvania may find necessary to establish the deductibility for income tax purposes or contributions made by the employers for the fund as being tax exempt under the

applicable provisions of the Internal Revenue Code. In the event that the Commissioner of Internal Revenue requires any modification of this provision or of the trust, such modification shall be made in order to qualify payments for the Industry Advancement Program as being tax exempt.

ARTICLE IX

Consolidated Report and Check

Section 1. In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Medical, Pension, Industry Advancement Fund and the Annuity & Savings Fund, and in sending reports and check-off dues to the Eastern Atlantic States Regional Council of Carpenters as required under the terms of this Contract, it is agreed that the Employer shall consolidate all monthly payments due to any of the foregoing Funds and the Eastern Atlantic States Regional Council of Carpenters in a single check made payable to PNC, N.A., or other depository as stipulated by the Union; and sent to the Administrator. In lieu of sending separate report forms to each fund and the Eastern Atlantic States Regional Council of Carpenters, the Employer shall prepare and send along with the single check, a consolidated report form on or before the last day of the month following the month for which the report is made. The PNC, N.A., or the designated depository, shall act as a distribution agent for the Employer in distributing the Employer's contributions to the respective funds and the check-off dues to the Eastern Atlantic States Regional Council of Carpenters, and shall forward to each fund and the Eastern Atlantic States Regional Council of

Carpenters, along with the monies due that fund or the Eastern Atlantic States Regional Council of Carpenters, a copy of that portion of the consolidated report form applicable to the fund or the Council. The Employer shall file a report monthly even though the report may be a negative one.

Section 2. During the term of this contract, the Employer shall remit to the collection agent, under the single check system, the percentage of gross wages of each employee covered by this contract as specified in the appendix.

ARTICLE X
Carpenters' Joint Apprenticeship and
Advanced Training Program

There is in existence the Carpenters' Joint Apprenticeship Program jointly administered and operating for the training of individuals for the journeyman carpenter trade. The rules and regulations of the Apprenticeship Program are set forth in a separate agreement which, by reference, becomes a part of this contract.

There has been created a Carpenters' Joint Advanced Training Program for the purpose of training Carpenters in subjects related to the trade.

In order to finance this educational program for carpenters, as outlined by appendix, per hour worked shall be remitted to the Carpenters' Joint Apprenticeship Program and allocated at least quarterly to the jointly administered fund.

ARTICLE XI
Recognition, Union Security and Dues Check-Off

Section 1. This contract is negotiated by the Builders Association of Eastern Ohio and Western Pennsylvania acting as agents only for its present and future members and those referred to above, hereinafter referred to as the Employers.

For any breach of this contract, the liability of the Builders Association of Eastern Ohio and Western Pennsylvania shall be only that of negotiating agent acting without liability for the acts of its individual members.

It is further understood that no liability shall arise on the part of the employer or the union by reason of any unauthorized act by any employer or member respectively unless and until such unauthorized act is brought to the attention of the employer or the union and that party is given a reasonable opportunity to correct said act or ratify same.

The employer recognizes and acknowledges that the union represents a majority of its employees in an appropriate unit for purposes of collective bargaining. The employer recognizes the union as the exclusive bargaining agent for all employees performing work

within the union's trade jurisdiction on all present and future job sites within the union's geographic jurisdiction.

Section 2. It shall be a condition of the employment that all employees of the employer covered by this contract who are members of the union in good standing on the execution date of this contract shall remain paid up members in good standing, and those who are not members on the execution date of this contract, shall on or after the eighth (8th) day following the beginning of employment, become and remain paid up members in good standing in the union.

Section 3. Commencing June 1, 2023 and continuing thereafter during the term of this contract, or any renewal of extension thereof, upon written authorization, the employer shall deduct from the pay of each employee the authorized amount of gross wages as working dues.

All monies deducted as working dues by the employer shall be remitted to the collection agent in the manner and method provided for in Article IX entitled Consolidated Report and Check.

Section 4. The employer shall make every reasonable effort to make available the authorization cards to the employee for signature. Each employee signing an authorization card shall sign two (2) copies, one of which shall be retained by the employer, and the second of which shall be mailed to the Keystone Mountain Lakes Regional Council of Carpenters.

Section 5. The employer shall have the right to transfer or assign employees to their various projects.

Section 5-A. When new employees are required, the employer shall give first consideration in hiring to the unemployed area carpenters who reside in the counties listed in the preamble. Hiring will be on a non-discriminatory basis. The employer shall have the right to request or select journeymen carpenters from the unemployed whom they consider qualified and satisfactory to perform the necessary work.

Section 5-B. In the event the union fails to furnish carpenters within forty eight (48) hours, the employer may secure employees from other sources.

ARTICLE XII

Eastern Atlantic States Regional Council of Carpenters Training/Legislative Program

Section 1. The employer agrees to deduct five (\$.05) cents per hour paid from the wages of the carpenter employees. This money shall be designated as an employee deduction and made payable to the Carpenters' Combined Funds.

Section 2. The Carpenters' Combined Funds shall allocate the five (\$.05) cents per hour deducted from the employee's pay, to the Carpenters' Apprentice and Training Fund.

Section 3. If the employee, by written authorization, so authorizes the aforesaid five (\$.05) cents per hour deduction, these monies shall be paid to the Eastern Atlantic States Regional Council of Carpenters Training/Legislative Program. The written authorization card shall be maintained by the Eastern Atlantic States Regional Council of Carpenters.

Section 4. The Eastern Atlantic States Regional Council of Carpenters shall maintain copies of all authorization cards and shall transfer the five (\$.05) cents per hour deducted from the employee's pay either to the Carpenters' Apprentice and Journeyman Training Fund, or into the Eastern Atlantic States Regional Council of Carpenters Training/Legislative Program Fund.

ARTICLE XIII

Grievance and Arbitration Clause

Section 1. In the interest of maintaining harmonious labor relations and with the objective of resolving differences that arise between the parties hereto, in an orderly and expeditious manner, the employer and the union agree to the following grievance and arbitration provisions. Should no resolution be achieved within fourteen (14) days from the initial occurrence, either side may submit the dispute directly to arbitration.

Section 2. Disputes which are clearly covered by the contract shall be submitted by way of grievance and processed through the steps listed below in Section 5 with the exception of those disputes specifically set forth in Section 4 below, which are not subject to the grievance and arbitration provisions and over which the union

specifically reserves the right to take corrective action.

Section 3. On disputes over which there is a question with respect to arbitrability, the courts and not arbitrators shall decide the question of arbitrability in the first instance.

Section 4. Disputes concerning (1) nonpayment of wages, (2) nonpayment of fringe benefits, (3) job conditions, (4) safety, are not subject to the grievance and arbitration provision of this contract and the union expressly reserves the right to strike over these specified areas of dispute.

Section 5. On all other disputes which arise between the parties under this contract, the following procedure shall be followed:

- (a) The job foreman and the union steward shall discuss the grievance and render a decision within two (2) hours from the time said grievance is brought to their attention; if no agreement is reached in settling the grievance, then the second step shall be:
- (b) The business representative and the job superintendent or his assistant shall meet on the grievance and render a decision within forty-eight (48) hours from the time of the decision of the job foreman and union steward. If no agreement is reached in settling the grievance, then the owner of the company or his designated representative and

the executive business manager of the Eastern Atlantic States Regional Council of Carpenters or his designated representative, shall meet and render a decision on the grievance within forty-eight (48) hours from the time of the decision of the job superintendent or his assistant and the business representative of the union.

- (c) Upon failure to resolve the dispute under steps (a) and (b) above, the dispute shall then be submitted to arbitration within five (5) days from the date of the decision under step (a). Each party shall submit a request to the Federal Mediation and Conciliation Service, Washington, DC, for a panel of arbitrators. The rules and regulations of the service shall apply and be binding on both parties.

Each party shall pay one half (1/2) of the cost of arbitration. The arbitrator shall render his decision within thirty (30) days from

the date of the close of the hearing. The arbitrator shall not have authority in his or her decision and award to alter, modify or change the express terms and conditions of this contract.

ARTICLE XIV

Responsibilities of the Parties

Section 1. During the term of this contract, there shall be no strike, work stoppage, slowdown, lockout or any other interference with or impeding of work, except as hereinafter expressly provided.

Section 1-A. The union, however, reserves the right to withhold services for improper payment of wages and/or fringe benefits. The union agrees to follow the procedure as outlined in the Memorandum of Understanding governing this section.

Section 2. No employee shall participate in any such activity, and the union will not authorize, investigate, aid or condone any such activity. Upon notification by the employer that a violation of the article exists or is threatened, the union shall take necessary action to prevent or terminate such action or conduct in violation of this article.

Section 3. If an employer shall have been found by the parties in Step “c”, the Joint Arbitration Committee, an Arbitrator, or a court to be in violation of this contract, and shall not have taken necessary corrective action within ten (10) days following such award, then the union may strike such employer until such time as the violation is corrected.

Section 4. Assignments on work shall be made based on Decisions of Records and/or historical or area practice of the trade. Should a dispute arise pertaining to jurisdiction of work, both parties agree to be governed by the provisions of the plan for the Settlement of Jurisdictional Disputes by the Impartial Jurisdictional Disputes Board for the construction industry, or its successor.

Section 4-A. In the event that the Union has cause to believe that a contractor has improperly assigned work to individuals not covered by the agreement and/ or that the contractor is violating the union’s traditional work jurisdiction, the union shall immediately advise the contractor of its claim.

Section 4-B. The contractor, within twenty-four (24) hours of receipt of the union’s claim, must deliver to the union a written

response to the claim. If the contractor fails to grant the claim or fails to respond within the twenty-four (24) hour period referred to above, the union may immediately appeal to binding arbitration any response that it believes is unsatisfactory.

Section 4-C. If the union appeals to arbitration in accordance with Section 4-B above, the contractor and the union shall, within two (2) working days after the matter was appealed, select an arbitrator. The arbitrator, so selected, shall, as expeditiously as possible, hear and decide the merits of the union's claim. The arbitrator's decision shall be final and binding and shall take into account those provisions of Article XIV, Section 4.

Section 4-D. If the arbitrator upholds the union's claim, the arbitrator shall be empowered to make whole, in all respects, those employees or potential employees who were adversely affected by the contractor's improper action. The arbitrator shall also be empowered to make the union whole for lost dues that would have been collected, but for the contractor's action. Furthermore, the arbitrator is expressly authorized to order the contractors to cease and desist in the present case.

Section 4-E. This provision is intended to provide for bipartite resolutions of disputes. The failure of any other party, including other labor organizations, to be bound by these provisions shall not affect the validity and/or enforceability of these provisions as between the contractor and the union.

Section 5. The contractor or employer agrees to make every effort to prevent job shutdowns because of anticipated demonstrations by civil rights organizations or any other persons or organizations at the site of construction.

ARTICLE XV

Employer Authorization for Release of Records

Section 1. The employer authorizes the Eastern Atlantic States Regional Council of Carpenters or its designated agent to obtain any and all necessary information from their carpenter payroll accounts for the specific purpose of determining if the wage rates as specified in this contract are being adhered to. Reasonable notice shall be given the employer for a mutually convenient time for inspection.

Section 2. Upon request of the Eastern Atlantic States Regional

Council of Carpenters, the employer will issue certified copies of the necessary Carpenter Payroll Records and Reports files by the employer with the Pennsylvania Unemployment Compensation Bureau for ascertaining what payments are due and owing the various funds mentioned in this contract. The employer further grants the Eastern Atlantic States Regional Council of Carpenters the right to forward these copies to the State for verification.

ARTICLE XVI

Bonding, Damages and Delinquencies

Section 1. Should the employer become delinquent in the payments of monetary obligations under this contract, the union may require the employer to post security for such payments in the form of a cash or corporate surety bond in the amount of three (3) times his normal monthly payments or twenty thousand (\$20,000) dollars, whichever amount is greater, provided that the Administrator of such fund or funds, or the Joint Arbitrator shall have first communicated with the said employer in writing, apprising him of the delinquency and the amount thereof, and have given him ten (10) days to satisfy the said delinquency.

Section 1-A. An employer may be required to post a cash bond or other form of security to cover wages and/or other monetary fringe benefits under this contract, including the amount of wage increase which might be subject to prior approval by the Federal Government.

The amount and the form of the bond posted and the surety posting same shall be subject to the approval of the union. The union specifically reserves the right to decide when the bond shall be posted on the previous delinquency records of the employer or those employers having no experience in the funds.

Section 2. The union may require a new employer having no experience with the fringe benefit funds and/or wage rates to post security for the payment of any amount due to said funds or employees in the form of a cash or a corporate surety bond in the amount set forth herein; provided that if within six (6) months from the date the first payment is due to the funds or the employees, the new employer has not been delinquent, the bond will no longer be required except as provided in Section 1 of this article.

Section 3. In the event that the employer is unable or unwilling

to post security in accordance with Sections 1 and 2 above within fourteen (14) days from the date of the union's request, the union shall have the right to engage in a strike against such employer and such strike shall not be deemed to be a violation of this contract.

Section 4. The union may demand of any new employer, or an employer who has a history of delinquency in the remittance of fringe benefit payments, that the employer be required to make weekly payments which shall be remitted no later than the seventh (7th) day following the week which the report covers. Substantiation of the payments shall be furnished the steward or authorized representative of the union. Should the employer create and maintain a prompt record of contributions, the union may return the company to the status of making payments on a monthly basis.

Section 5. Should the employer willfully fail to pay any of the monetary requirements of the terms of this contract, he shall then pay one and one half (1 1/4%) percent per month of the unpaid balance plus liquidated damages of fifteen (10%) percent of the amount of the delinquency as shall be determined by audit of the employer's records.

Section 6. In order to facilitate the collection of delinquent monetary payments of the various funds mentioned herein, it is mutually agreed that a suit for the collection of any and all said monies may be brought in one action by the union for the use and benefits of the above various funds and entities.

ARTICLE XVII

Union Representatives

Section 1. Union Business Representatives shall have access to all jobs on which the employer is performing a part of, or all of its work. Where the employer does not have control of entry to the job, the employer will not interfere with the union's obtaining the right of entry from the responsible party.

Section 2. Under no circumstances shall the union steward be laid off, dismissed, transferred or have his job classification changed for any reason without first consulting the union, and then only for good and just cause shall the employer dismiss a union steward. The union steward shall be the last journeyman to be laid off, and the first journeyman called back on the restarting of jobs. Absolutely no carpenter work shall be performed in the absence of the steward; this

shall not apply if the steward is absent from work.

Section 3. Employers are to permit job stewards to attend meetings called by the union at the job site.

Section 4. An employer, qualified designated person or the steward shall accompany any seriously ill or injured member to the hospital or physician's office. The employer shall insure the proper care of the injured employee's tools, clothing and personal property on the job. The steward shall be paid for the regular scheduled work day, and any scheduled overtime work.

Section 5. It is further agreed that the job steward will be notified by an authorized agent of the employer in all instances of layoffs, whether of a permanent or temporary nature, two (2) hours prior to the scheduled quitting time. The employer will notify and will pay the employee(s) to be laid off one (1) hour prior to quitting time so that the employee(s) may sharpen his tools before leaving the job.

ARTICLE XVIII

Pay Period

Section 1. Par. A. All carpenters, apprentices, foremen, and general foremen shall be paid every week on the job or in the shop. Employers whose payroll is from a bank outside the council's jurisdiction shall pay by 3:30 p.m. Employers whose payroll is from a bank within the council's jurisdiction shall pay by 4:30 p.m. If not paid on the job, employees shall take sufficient time in the regular working day to go to the shop or job office to receive their pay. No more than two (2) days shall be held back from the regular weekly pay. Any changes in the weekly pay day shall be by mutual consent.

Section 2. All contractors signatory to the collective bargaining agreement are permitted to pay employees with a payroll check. Such payroll checks shall have a stub attached to the check, which will bear the name and business address of the employer. The check and the stub shall both bear the same serial number, the employee's name and date of pay period.

Section 3. The stub will indicate the regular hours worked, the time and one-half hours worked, if any, the double time hours worked, if any, and the gross amount of money earned. Itemized deductions

will be shown for Federal Income Tax, State Income Tax, City Income Tax, Social Security Tax, Vacation Fund Savings, Dues Deductions, and any other monies properly or lawfully deducted.

Section 4. An employer may pay in cash with prior consent from the union. Cash payrolls shall be accompanied by a printed statement of earnings and deductions which rigidly conforms to the requirements of a check stub.

Par. B. Any employee working for any employer and failing to receive his week's wages on the regular pay day shall immediately notify the business representative, and he shall proceed at once to collect the same, waiting time to be charged at the applicable premium time rate.

Section 5. An employer may elect to pay employees through the use of direct deposit. If direct deposit is utilized by the employer, pay stubs must be provided to the employee with the same information required for pay stubs that accompany a payroll check contained in Section 2 above.

Section 1. Par. C. When the employer lays off a carpenter or apprentice he shall notify the steward on the job two (2) hours prior and the carpenter or apprentice one (1) hour prior to termination of his employment. The employee shall be allowed one (1) hour to gather and sharpen tools, etc., and be off the company property by the regular quitting time provided he has been employed at least 20 hours prior to layoff.

Section 2. Employees discharged or temporarily laid off shall be paid in full at the time of discharge, or temporary layoff, but an employee quitting on his own accord may be paid on regular pay day.

Par. D. It shall be lawful for the steward or business representative to examine the pay envelopes or check after such has been given to the carpenter or apprentices to ascertain if any or all carpenter or apprentices are receiving the full scale of wages.

ARTICLE XIX

Subcontracting

The employer agrees not to sublet or subcontract any field erection, construction work or alteration work under the jurisdiction of the employer or the Eastern Atlantic States Regional Council of

Carpenters to any person, firm or corporation not in contractual relationship with the Eastern Atlantic States Regional Council of Carpenters.

Relative to subletting of work, it is agreed the prime contractor (employer) shall stipulate that all subcontractors and/ or specialty contractors shall make proper work jurisdiction assignments.

In any case where the contractor has the right to control work which has traditionally been performed on the job site and which is defined in this agreement, it is understood the failure or refusal of the contractor to perform the said work on the job site shall be deemed a breach of this agreement. It is further agreed that the employers and their subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, save and except that every reasonable effort shall be made by the aforesaid to refrain from the use of any materials which use shall tend to cause any discord or disturbance on the job.

ARTICLE XX

Pre-Job Conference

For the specific purpose of maintaining and furthering the general wellbeing of the building construction industry and those directly engaged therein, namely the employer and the employee, it is agreed that representatives of each shall meet in quarterly sessions, or more often if found necessary, for the discussion and resolution of problems that may arise. In conjunction therewith, the employer shall notify the Eastern Atlantic States Regional Council of Carpenters and/or the responsible business representative promptly on securing a job and before starting work (excluding emergency and work of two (2) man days or less) for the purpose of scheduling a pre-job conference to assure amicable relations and avoid tribulations.

The employer shall furnish to the union a list of all subcontractors when requested by the union, regarding work jurisdiction of the carpenters.

ARTICLE XXI

Safety Measures

Section 1. Employers are subject to Federal, State and Local Safety Laws. Employers covered by this contract agree to enforce reasonable precautionary measures to protect the safety and general

wellbeing of their employees in compliance with State and Local Safety Laws, that the hazards of construction work be at least maintained at a minimum.

When a subcontractor of any tier agrees to perform any part of the contract, he also assumes responsibility for complying with the OSHA Standards, and the prime contractor assumes the entire responsibility under the contract and the subcontractor assumes responsibility with respect to his portion of the work, with respect to subcontracted work, the prime contractor and any subcontractor or subcontractors shall be deemed to have joint responsibility.

Section 2. Radiation Exposure. All State and Federal Laws and Regulations governing radiation exposure shall be applicable under this contract.

Showers shall be provided by the employer for the daily use of the employees exposed to radioactive contamination.

If an employee reaches his maximum exposure in any one quarter, he shall be offered employment in a cold or non-radiation or non-contaminated area for the balance of such quarter or the duration of the job, whichever is longer.

If an employee receives his maximum radiation exposure as set down by State and Federal Regulations per quarter and he loses employment for this reason, the work lost or time lost for the duration of said job shall be reimbursed, providing said employee cannot gain employment elsewhere.

The employer is responsible for proper scheduling of radiation exposure for each and every employee to comply with State and Federal Regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

Section 3. Rigging will be done and hand signaling will be given by the carpenters on all work which is installed by the carpenters and is under the carpenters' jurisdiction.

Section 4. All special equipment, including safety equipment, shall be furnished by the employer, and must comply with all Local, State and Federal regulations.

Section 5. The employers covered by this contract agree to abide by and enforce the Building Construction Industry Advancement

Program and the Building Trades Joint Safety Committee, and OSHA regulations.

Section 6. When a carpenter is performing welding or burning operations, another carpenter shall assist and act as a safety man when the situation warrants and is mutually agreed to by both parties.

ARTICLE XXII

General Conditions

Section 1. A suitable tool shed or room shall be furnished for the exclusive use of the carpenters for safekeeping of tools and clothing, and shall be properly heated, and light shall be furnished when necessary, and under no circumstances shall materials be stored therein. The steward shall be furnished with a key. In case of fire or theft of the tools and clothing placed within said shed or room for safekeeping, the employer shall be held responsible for such loss which shall not exceed a maximum of three hundred fifty (\$350.00) dollars for tools and for personal effects in each individual case. Settlement of any loss to be made within ten (10) working days and the employee, if requested, shall furnish receipts for items purchased.

- (a) Loss by theft must take place outside working hours.
- (b) When required by the employer, all tools must be listed with the employer and marked for individual identification.
- (c) The employer shall not require the employee(s) to furnish, rent, lease, or sell any power-operated tools, machinery, equipment or trucks to an employer, to be used on any work performed by the employer.

Section 2. Pure clean drinking water shall be accessible at all times with sanitary paper cups available. Ice water shall be provided in warm weather.

Section 3. Suitable and sanitary toilet facilities shall be provided.

Section 4. All rubber boots necessary to the performance of the job shall be disinfected and in sanitary condition before being issued by the contractor to the individual on each and every occasion.

Section 5. In the event of foul weather and it is necessary that work proceed, the employer agrees to supply those so involved with parka-type rain gear.

Section 6. The employee(s) shall be permitted to drink coffee at their assigned work locations, usually at mid-point between starting time and lunch period, so as not to unduly interfere with operations.

Section 7. All employees directly employed by the employer will maintain the same quitting time unless otherwise specifically provided by the contract of such other employees.

Section 8. It is mutually agreed that the employer will assign an employee(s) to observe the stability of forms while concrete is being poured, such employee(s) shall be a qualified carpenter(s). This shall apply to structural floors, beams, columns, retaining walls, etc.

When concrete is poured before, during and after regular working hours, a carpenter shall remain on the job to perform his regular work and be available in case the forms need adjustment.

Section 9. The employer shall not transfer or loan an employee(s) to another employer on the job not in signed agreement with the Eastern Atlantic States Carpenters' Regional Council, without the consent from the Council.

ARTICLE XXIII

Acceptance of Agreements

The employer expressly agrees that on any work performed outside of the geographical area covered by this contract, and coming under the geographical jurisdiction of the Eastern Atlantic States Regional Council of Carpenters, they will perform such work under and subject to the terms and conditions of the Carpenters' Union Labor Contract in effect in the area.

The employer hereby agrees that the union herein represents the majority of said employees doing work under the terms and conditions of this agreement.

The terms of this agreement shall apply to work covered by it and to be performed at a construction job site within the geographic area covered by it; the parties agree the terms of this agreement shall also apply to any firm, corporation, partnership or other entity, engaged primarily in construction work, if the employer signatory to this agreement exercises control over, or maintains ownership in such firm, corporation, partnership or other entity. This contract shall not apply to any holding company or parent of an employer signatory

to this agreement nor any related company which is not engaged in construction work covered by this agreement. The employer further agrees that in all counties under the geographical jurisdiction of the Eastern Atlantic States Regional Council of Carpenters, they shall abide by the wages, fringe benefits and conditions as stipulated in the applicable local agreement as negotiated between the Eastern Atlantic States Regional Council of Carpenters with the Building Contractors Associations. All other conditions of this contract shall apply.

The employer shall be furnished with a copy of any such contracts by the union upon request.

ARTICLE XXIV

Separability and Savings Clause

If any article or section of the agreement should be held invalid by Federal Law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations upon the request of the union, for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration. Any provision of this agreement that is prevented from being put into effect, because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by law at any time during the life of this agreement or any extension thereof.

The undersigned, desiring to become additional parties to the Collective Bargaining Agreement between the above noted Builders Association of Eastern Ohio and Western Pennsylvania and the Eastern Atlantic States Regional Council of Carpenters, which is dated June 1, 2019, hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

Keystone + Mountain + Lakes Regional Council of Carpenters
Local 420 Contract 2023 to 2027

Executed on this _____ day of _____, 20_____

EMPLOYER:

Company Name _____

Check: Corporation _____ Partnership _____

Sole Proprietorship _____ Joint Venture _____

Signature _____

Please Print Name _____

Title _____

Witness _____

List Names/Titles of Other Officers/Owners _____

Address _____

City _____ State Zip Code _____

County _____

Phone Number () _____ Fax () _____

Federal Identification No. _____

Workers' Comp Insurance Carrier No. _____

Unemployment Comp. Acct. No. _____

UNION:

Eastern Atlantic States

Regional Council of Carpenters

650 Ridge Road, Suite 200, Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature _____

Printed Name _____

Title _____

Witness _____

Date _____

**Keystone + Mountain + Lakes Regional Council of Carpenters
Local 420 Contract 2023 to 2027**

Executed on this _____ day of _____, 20____

EMPLOYER:

Company Name _____

Check: Corporation _____ Partnership _____

Sole Proprietorship _____ Joint Venture _____

Signature _____

Please Print Name _____

Title _____

Witness _____

List Names/Titles of Other Officers/Owners _____

Address _____

City _____ State _____ Zip Code _____

County _____

Phone Number () _____ Fax () _____

Federal Identification No. _____

Workers' Comp Insurance Carrier No. _____

Unemployment Comp. Acct. No. _____

UNION:

Eastern Atlantic States

Regional Council of Carpenters

650 Ridge Road, Suite 200, Pittsburgh, PA 15205

Phone: (412) 922-6200

Signature _____

Printed Name _____

Title _____

Witness _____

Date _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS
AND
THE BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN PENNSYLVANIA
EFFECTIVE SINCE JUNE 1, 1982**

This memorandum is jointly agreed to as a positive solution to promote the proper and timely payment of wages and fringes by all employers signatory to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and the Eastern Atlantic States Regional Council of Carpenters. This memorandum specifically applies to Article IX, Section 1-A of that agreement.

It is not the intent of the parties to have multi-employer projects shut down because of the non-payment of wages or fringes by an employer on the project. Both parties agree to take immediate positive action to prevent such a shift down and prevent the employer from violating the monetary obligations under this agreement. Such positive action shall include the following:

1. The trustees of the trust funds, through their administrator, shall furnish each Contractors' Association and the union with a list of delinquent contractors each month.
2. The contractor agrees that he will not subcontract any portion of his job to any contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various trust funds.
3. If a subcontractor becomes delinquent after commencing work for the contractor, the union shall notify by telegram the prime or general contractor and the violating employer of the non-payment and/ or delinquency of the violating employer.
4. The union shall have the right to withhold the employees of the violating employer after twenty-four (24) hours of the notice in (3) above, if the violation has not been corrected.

5. Within five (5) working days of notice in (3) above, the prime or general contractor will attempt to schedule a meeting with the violating employer and the union to discuss and resolve the non-payment issue. If this cannot be done, and the general contractor refuses to satisfy the subcontractor's liability to the proper funds, the union shall have the right to engage in a strike, and such strike shall not be deemed to be a violation of this agreement.

**ADDENDUM TO THE CONTRACT
BETWEEN
THE BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN PENNSYLVANIA
AND
THE EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS
JUNE 1, 2023 — MAY 31, 2027**

The Eastern Atlantic States Regional Council of Carpenters and the Builders Association of Eastern Ohio and Western Pennsylvania have agreed to create a light commercial carpenter wage to create greater employment opportunities in Crawford, Lawrence and Mercer Counties. The light commercial wage rate shall be utilized on private commercial projects which do not include industrial work. The light commercial wage rate shall be effective if the general contract is \$750,000.00 or less.

The general contract excludes the site work, mechanical and electrical work on the project. This wage rate shall remain in effect until May 31, 2023. The addendum may be approved from year to year from that time or modified by agreement of both parties.

The employer and the union mutually agree to increase the ratio of apprentices to journeymen who effectively reduce construction costs and aid in the training of apprentices. All of the conditions of the contract shall apply.

The employer and the union further agree that the union will be notified in writing on the forms supplied by the union of all jobs worked under the light commercial wage rate. The business representative shall be notified at the start of all light commercial projects.

Agreed to this _____ day of _____, 20_____.

**BUILDERS ASSOCIATION OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

Kevin M. Reilly

**EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS**

William Sproule

**ADDENDUM TO THE CONTRACT
BETWEEN
THE BUILDERS ASSOCIATION OF
EASTERN OHIO AND WESTERN PENNSYLVANIA
AND
THE EASTERN ATLANTIC STATES
REGIONAL COUNCIL OF CARPENTERS**

JUNE 1, 2023 – MAY 31, 2027

There are specific jobs within the scope of this Contract for which all of the wages and conditions contained herein may not be appropriate due to competition and other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. It is agreed that the adjustments contained in this Addendum will apply to projects identified by the Union and the Association. The adjustments shall include but are not limited to the following:

The Employer will pay overtime for all hours over ten (10) in one day and all hours over forty (40) in one week Monday through Friday. The Employer may schedule a minimum of eight (8) hours and a maximum of ten (10) hours in any day at straight time, Monday through Friday.

All fringe benefits will be paid on a straight time basis for the number of hours worked only.

The Union shall reimburse the Employer, up to a maximum of \$10.00 per hour, for benefits paid by the Employer.

Holidays falling on a weekday can be made up during that week (Monday through Saturday) at the straight time rate of pay. If a make-up day is scheduled, it shall be a mandatory work day for all carpenters.

When a shift operation is required, whether it be eight (8) hours or ten (10) hours, employees shall be paid for actual hours worked. No shift shall be scheduled for less than eight (8) hours of working time. If two (2) ten (10) hour shifts are requested by the owner or deemed more feasible for the job operations, it is agreed that both shifts will work the full ten (10) hours of the shift, Monday through Friday with no premium time until after forty (40) hours have been worked.

If forty (40) hours have been reached by Thursday, notification to work Friday, Saturday or Sunday will be given at the end of the shift Thursday. Agreed to this _____ day of _____, 20 .

PRE-APPRENTICES

- a. This pre-apprentice article may remain in effect for the life of this agreement; however, the Union reserves the right to revoke this pre-apprentice article after a one (1) year trial period.
- b. Employment of a pre-apprentice does not in any way alter or change the craft jurisdiction of the carpenter or carpenter apprentice.
- c. The official starting date for all Apprentices, for purposes of determining appropriate wage rate (i.e., first year, second year, third year or fourth year apprentices) shall be determined by the JATC and the wage increase would be given as specified in the Contract. The hiring of pre-apprentices will be at the discretion of the Employer and the Union and they shall be paid the first year rate and benefits.
- d. At no time will the hiring of a pre-apprentice result in the layoff of any journeyman or apprentice.
- e. The pre-apprentice shall, within eight (8) days of employment, become and remain a member in good standing of the Union as a condition of continued employment.
- f. Only after six (6) journeymen and two (2) apprentices are on said job, can a pre-apprentice be hired (and a 6:2:1 ratio to be continued throughout the job).
- g. Pre-apprentices shall work under the supervision of the carpenter foreman and the work they perform will be incidental to the work normally performed by carpenter journeymen or apprentices.
- h. After a minimum of 1,000 hours of “on the job training” and upon meeting the apprenticeship requirements, a pre-apprentice may become an apprentice. This requirement may be waived at the discretion of the JATC.
- i. The employer shall notify the apprenticeship office no later than the 10th day of each month of the number of hours worked by the pre-apprentice in the previous month.

ADDENDUM TO THE CONTRACT SUBSTANCE ABUSE PROGRAM

The SIGNATORY PARTIES OF THIS PROGRAM recognize that the use of illegal drugs, unauthorized drugs, and alcohol abuse are serious problems which may endanger our participants and others in the workplace. The parties also recognize that in order to eradicate the problem, efforts must include a focus on treatment and restoring participants with substance abuse problems to productive lives.

As a commitment to safeguarding the health of workers, providing a safe workplace, and supplying the customer with the highest quality of service possible, the parties have established a substance abuse testing program to prevent the use and / or presence of drugs and alcohol in the workplace. In implementing the program, the parties agree that effective June 1, 2003, union members will be encouraged to become eligible in the program by voluntarily participating in the terms and conditions of the Substance Abuse Testing Program. Effective September 1, 2003 contractor members of the Builders Association of Eastern Ohio and Western Pennsylvania will designate their firms and all of their projects as Drug Free and only participants that possess a Drug Free card.

TESTING REQUIREMENTS

The substance abuse program will be conducted within the established guidelines developed by the United States Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988 and any subsequent amendments thereto. The laboratory will be licensed or certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the College of American Pathologists (CAP) and shall participate in the proficiency testing programs required by each of those respective organizations.

The initial screening shall be by immunoassay and require Gas Chromatography / Mass Spectrometry (GC/MS) for confirmation.

The panel shall include the following 10 categories of drugs and cutoff limits:

Drug Class	Initial Screening Cut-Off Limit	Confirmation Cut-Off Limit
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	00 ng/ml
Benzoyllecognine (Cocaine Metabolite)	300 ng/ml	150 ng/ml
Cannabinoids (THC)	50 ng/ml	15 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Methadone	300 ng/ml	300 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Alcohol, Ethyl (For Cause ONLY)	0.04% BAC	0.04% BAC

The panel is subject to change as conditions or owner requirements warrant. These conditions or requirements must be submitted to the Parties prior to implementation.

ANNUAL TESTING

Effective June 1, 2003, all individual who wish to become a participant shall submit to a substance abuse test at least one time every year. In order to remain an eligible participant, each participant must continue to submit to a test each and every year. Subsequent annual testing shall occur during the anniversary period of the annual test. A dated Drug Free Certification Card will be issued to a participant testing negative.

A participant refusing to submit or electing not to submit to testing will not be issued a Drug Free Certification Card.

Participants will be notified between 60 days prior to their testing anniversary date and their anniversary date that they must renew their certification. Upon receipt, the participant will have 48 hours to report for testing for renewal.

RANDOM TESTING

All participants will be subject to unannounced screening for illegal drugs and controlled substances based on random selection. The Parties will test a minimum of twenty-five (25%) of total participants every twelve (12) months. A person may be randomly picked more than once or not at all during each annual period. To assure that the selection process is random, all participating contractors will have their projects placed into a random pool. Furthermore, owner / customers wishing to subject their project(s) to random drug testing may do so by notifying the program administrator.

At the time of notification an owner / customer will provide the program administrator with a listing of all participating project employees. The administrator will randomly select a minimum of 25% of the employees for random testing. Testing will be performed on-site during normal working hours.

All costs associated with the owner / customer requested random testing will be the responsibility of the owner or his designated contractor. **(Refer to Random Drug Testing Selection Procedures)**

FOR CAUSE TESTING

A participant (or participants) may be asked to submit to a drug and alcohol test if cause exists which indicates that his / her health and safety or inability to perform work is observed by a supervisor and / or customer representative. A participant may be tested For Cause under any of the following circumstances:

- 1.) Involvement in, or cause of, an incident, accident, or near miss, which causes or could have caused injury to the participant or another individual.
- 2.) Involvement in, or cause of, and incident, accident, or near miss, which causes or could have caused damaged or destruction to contractor and / or owner property.
- 3.) Tardiness, excessive absenteeism, erratic behavior such as noticeable imbalance, incoherence, and disorientation.

Testing For Cause shall be performed at the time the incident is reported and shall be the responsibility of the contractor.

If the test result is positive, the participant will become inactive in the Program and removed from the jobsite immediately.

To re-establish eligibility, the participant must comply with all requirements of the Program prior to retesting and obtaining a new Drug Free Certification Card.

If the test result is negative, the participant will receive his normal compensation for the time spent away from the job.

RANDOM DRUG TESTING SELECTION PROCEDURES

1. Program Administration
 - a. The random drug testing program will be administered by Mobile Medical Corporation who will administer the selection process in concert with the standing Medical Review Offices.

2. Selection Process

- a. The goal of the Program is to test a minimum of twenty-five percent (25%) of participants every twelve (12) months. Additionally, the Program goal is to perform random testing for owners who elect to have random testing performed at their sites on a minimum of twenty-five percent (25%) of contractor employees. A person may be selected more than once or not at all during the annual testing period.

A list of all known projects will be maintained by the Program Administrator for selection on a monthly basis. The listing will include the project name and address. All participants will be eligible to be selected for the testing to be conducted during each random testing period. Upon selection the third party administrator will contact the selected firm's designated representative. The contractor will provide the third party administrator with a list of individuals, by name and social security number, currently working on site. The parties will then schedule a mutually agreeable time and schedule the random tests to be conducted on the project.

Upon completion of each random the third party administrator will determine if the program's twenty-five percent (25%) goal minimum has been met. If the goal has been met, no more program randoms will be scheduled that month. If not, additional random testing will be performed at randomly selected projects.

The Program Administrator will utilize a double blind sampling process to select the projects for the testing.

Additionally, owners may elect to subject their projects to random testing each month. An owner may exercise this option by notifying the Program Administrator and providing a listing of all employees' social security numbers to the Program Administrator. The Program Administrator will then randomly select a minimum of twenty-five (25%) of the employees for testing. Participants will be screened at the job-sites during normal working hours.

Random testing may only take place on individual job sites provided the selection of participants meets the random requirements.

The participant shall surrender his / her Drug Free Certification Card at the time of the random test.

Any participant who does not report / submit for random testing will be considered positive, except for those participants with legitimate verifiable excuses.

If the participants test result is positive, he / she will become inactive in the Program. The participant's current employer and / or the apprenticeship coordinator will be notified immediately that the participant is no longer active in the program. If he / she is employed on a Drug Free jobsite, he / she will be removed immediately. To re-establish eligibility, the participant must comply with all requirements of the Program prior to retesting and obtaining a new Drug Free Certification Card.

ELIGIBILITY REQUIREMENTS

All covered individuals will be required to establish eligibility in the program within one (1) year of the effective date by submitting to a drug screen. Contractors may require a drug free certification card as a condition of employment beginning September 1, 2003.

When the results of the testing have been determined to be negative, the individual will be designated a participant in the Program and will receive a Drug Free Certification Card. The participant will maintain his /her eligibility in the Program provided he / she complies and successfully passes all future tests in accordance with the previously defined testing provisions of this Program.

Should an individual test positive for substances as listed in this Program, the individual will not be issued a Drug Free Certification Card. Should an existing participant test positive for substances as listed in this Program during future testing as defined in the previously defined testing provision, his / her Drug Free Certification Card will be rescinded and he / she will be suspended from the program immediately.

Individuals and / or participants who have tested positive (failed) during any testing for illegal drugs, controlled substances or alcohol or refused testing within the program will not be eligible to participate in the Program until:

1. A period of thirty (30) calendar days have elapsed since the drug screen results were received. And;
2. The individual/participant has completed an approved and certified rehabilitation program and evidence of it is provided to the Program Coordinator. And,
3. The individual/participant passes a subsequent drug screen in accordance with this Program.

After meeting the conditions specified above, the participant will be subject to unannounced follow-up periodic testing for a period of one (1) year commencing on the date of their negative retest.

The Substance Abuse Professional (SAP) and / or the MRO will determine periodic unannounced testing. A journeyman participant testing positive two (2) times will be excluded from the Program for a period of one (1) year and must re-establish eligibility as outlined above.

A journeyman participant testing positive three (3) times will be excluded from the program permanently.

An apprentice testing positive one (1) time will be removed from the program permanently.

TESTING PROCESS

1. The specimen is collected according to the established protocol. The collector will remain with the participant at all times until collection procedure is complete.

- ~ Participant must remove all outer garments except one dress shirt and one pair of trousers;
- ~ Participant must roll pant legs above sock;
- ~ Participant must empty all pockets;
- ~ Participant must wash hands before entering the rest room;
- ~ Rest room is secured: no running water, no soap, luing agent in toilet water.
- ~ Specimen temperature must be between 90 and 100 degrees;
- ~ Participant complete the chain-of-custody form;
- ~ Specimen is sealed and initialed by the participant;

- ~ Specimen is identified with the bar code label provided on the chain-of-custody form;
 - ~ Specimen is packaged with chain-of-custody form;
 - ~ Participant initials package.
2. If specimen temperature is not in range, the participant will remain in the testing area and provide a new specimen within three (3) hours.
 3. A copy of the chain-of-custody form is mailed to the Medical Review Officer.
 4. A copy of the chain-of-custody form is mailed to the Program Coordinator.
 5. The specimen is shipped via overnight courier service to the certified laboratory for analysis.
 6. Every participant reported as negative to the Program Coordinator will be issued a Drug Free Certification Card. Cards should be received approximately ten (10) days from the date of collection.

In case of a positive result of any test, the participant shall:

- ~ Have the right to have the original sample independently analyzed at their expense, by a laboratory certified by the College of American Pathologists (CAP) or SAMHSA of their choice. The laboratory must meet the qualifications of the program as specified. If the independent analysis is negative, the participant shall be allowed to begin work immediately.
- ~ Have the right to secure a copy of all data relating to the test procedures and results, providing the costs are paid in advance to the Program Administrator.

In keeping with DOT guidelines, an adulterated specimen will be considered a positive drug screen and the participant submitting the adulterated specimen will be required to re-establish eligibility prior to further testing.

MEDICAL REVIEW OFFICER

All test results shall be treated in a confidential manner. Accordingly, the testing facility will disclose results only to the participant and / or Program Coordinator via the Medical Review Officer (MRO).

The MRO shall be responsible for:

- ~ Reviewing and verifying a confirmed positive result;
- ~ Notifying the tested participant of a positive result;
- ~ Providing the participant with an opportunity to discuss why the test result might be positive;
- ~ Reviewing the medical records as provided by or at the arrangement of the tested participant.
- ~ Verifying the laboratory result;
- ~ Notifying the Program Coordinator of all test results, positive and negative;
- ~ Processing re-test requests.
- ~ Participating in return-to-duty decisions as required;
- ~ Referring the participant testing positive to the Substance Abuse Professional (SAP) designated by the union.

The laboratory sends confirmed positive results to the MRO for processing. The MRO will then notify the participant.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive result, the MRO will take no further action and report the test as negative.

If the MRO verifies that a confirmed positive test is scientifically sufficient and there is no legitimate medical explanation, the MRO shall immediately contact the Program Coordinator and report the test as positive.

If the MRO attempts to contact a tested participant and they do not respond in five (5) working days, the MRO shall report the test as positive.

The MRO shall refer any participant testing positive to the Unions approved Substance Abuse Professional (SAP). If treatment is recommended or required, the participant may apply for these benefits, if eligible, under his/her health care plan.

GENERAL

This Program may be superseded or supplemented by a customer's program, which may be in effect where program participants are working or visiting. Additionally, this policy may be superseded or supplemented by specific customer contractual stipulations, owner site specific programs, or applicable government regulations.

All testing results included in this Program shall be considered medical records and shall be held confidential except to the extent necessary to administer this Program or where compelled by law. However, this information may be divulged pursuant to an enforceable subpoena for grievances, arbitration, litigation with respect to these matters, and/or other parties with a need to know.

It is understood that the Union, whose members are covered by these procedures, shall not be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any participant in this Program.

The Parties agree to establish a committee comprised of an equal number of representatives from Labor and Management whose function will be to periodically review the program and, when necessary, recommend changes.

The Parties reserve the right to change, alter, or amend the content and provisions of this Policy at any time with mutual agreement.

GLOSSARY OF TERMS

BREATH ALCOHOL CONTENT (BAC): Breath alcohol concentration expressed as grams of alcohol per 210 liters of breath.

CHAIN OF CUSTODY: The procedures established by SAMHSA and DOT to track specimen handling and storage from point of collection to final disposition. Stringent chain of custody procedures ensure the integrity of each specimen collected.

CONFIRMED POSITIVE RESULT: The final result of a specimen which has been first screen tested to detect the presence of a substance above the established cut-off limit and then confirmed by a more precise quantitative method based on the Gas Chromatography/Mass Spectrometry (GC/ MS) technique which specifically identifies the substance and the amount.

CUT-OFF-LIMIT: The lowest level at which a substance can be detected and reported as positive.

DESIGNATED CONTRACTOR REPRESENTATIVE: The designated representative from a contractor's organization who will be notified if a participant tests positive.

DRUG CLASS: The type of drugs included in the test panel.

DRUG FREE CERTIFICATION CARD: The certificate issued to a participant meeting all program requirements.

GAS CHROMATOGRAPHY / MASS SPECTROMETRY (GC/MS): A sensitive, specific and accurate analytical procedure used to confirm a positive result of an initial test. GC/MS is absolute quantitative confirmation when you know the drug you are looking for.

INITIAL SCREENING TEST: A quick immunoassay test which proves or disproves the presence of substances in excess of the established cut-off limit. Positive results on an initial screen are considered presumptive until confirmed by GC/MS.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) trained to interpret and evaluate confirmed positive test results. The MRO is responsible for receiving the laboratory results generated by the testing program.

NEGATIVE TEST: The final result of tested specimen in which no substance has been detected or a confirmed positive test that the MRO determines to be legitimate.

NG/ML: Nanograms per milliliter are the unit of concentration used for quantitative drug test results.

PARTICIPANTS: The members of each party of the program voluntarily taking part in the program, and executing the informed consent attached as exhibit A.

PROGRAM ADMINISTRATOR: Third Party selected by the parties to perform the administration functions of the program.

PROGRAM COORDINATOR: Person designated by the parties to communicate with the Medical Review Officer and the Participants.

SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA): A federal organization which recommends substance abuse testing procedures and which certified substance abuse testing laboratories.

SUBSTANCE ABUSE PROFESSIONAL (SAP): Individual trained to recognize and evaluate substance abuse disorders in participants testing positive.

CARPENTERS – PROGRESSION OF WAGES/BENEFITS

BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA PROGRESSION OF WAGES/BENEFITS

JOURNEYMEN - COMMERCIAL, INDUSTRIAL

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$35.94
BENEFITS:	
MEDICAL PLAN	20.45%
PENSION FUND	20.00%
ANNUITY & SAVINGS FUND	11.00%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$19.25
TOTAL HOURLY COST	\$55.19

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

FOREMAN - COMMERCIAL, INDUSTRIAL

JOURNEYMAN + \$1.50

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$37.59
BENEFITS:	
MEDICAL PLAN	20.45%
PENSION FUND	20.00%
ANNUITY & SAVINGS FUND	11.00%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$20.10
TOTAL HOURLY COST	\$57.69

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

GENERAL FOREMAN - COMMERCIAL, INDUSTRIAL

JOURNEYMAN + \$2.00

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$38.08
BENEFITS:	
MEDICAL PLAN	20.45%
PENSION FUND	20.00%
ANNUITY & SAVINGS FUND	11.00%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$20.36
TOTAL HOURLY COST	\$58.44

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

JOURNEYMEN - LIGHT COMMERCIAL, DUPLEXES, APTS 90% JOURNEYMEN WAGE/100% FRINGE

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$32.35
BENEFITS:	
MEDICAL PLAN	22.72%
PENSION FUND	22.22%
ANNUITY & SAVINGS FUND	12.20%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$19.25
TOTAL HOURLY COST	\$51.60

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

FIRST YEAR APPRENTICE - COMMERCIAL, INDUSTRIAL

55% OF JOURNEYMAN

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$19.77
BENEFITS:	
MEDICAL PLAN	36.33%
PENSION FUND	14.65%
ANNUITY & SAVINGS FUND	0.00%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$10.84
TOTAL HOURLY COST	\$30.61

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

SECOND YEAR APPRENTICE - COMMERCIAL, INDUSTRIAL

65% OF JOURNEYMAN

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$23.36
BENEFITS:	
MEDICAL PLAN	31.45%
PENSION FUND	20.00%
ANNUITY & SAVINGS FUND	5.53%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$14.07
TOTAL HOURLY COST	\$37.43

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

THIRD YEAR APPRENTICE - COMMERCIAL, INDUSTRIAL

75% OF JOURNEYMAN

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$26.96
BENEFITS:	
MEDICAL PLAN	27.26%
PENSION FUND	19.18%
ANNUITY & SAVINGS FUND	5.01%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$14.63
TOTAL HOURLY COST	\$41.59

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

FOURTH YEAR APPRENTICE - COMMERCIAL, INDUSTRIAL

90% OF JOURNEYMAN

	EFFECTIVE DATE
	<u>6/1/23</u>
BASE HOURLY RATE	\$32.35
BENEFITS:	
MEDICAL PLAN	22.72%
PENSION FUND	20.00%
ANNUITY & SAVINGS FUND	8.73%
APPRENTICE & TRAINING	\$0.40
CONSTRUCTION ADVANCEMENT PROGRAM	\$0.23
UBC INTL FUND	\$0.13
TOTAL BENEFIT HOURLY COST	\$17.40
TOTAL HOURLY COST	\$49.75

*4.9%(OR THE AUTHORIZED PERCENTAGE) OF THE GROSS WAGES SHALL BE DEDUCTED AS WORKING DUES AND FIVE (\$.05) CENTS SHALL ALSO BE DEDUCTED AND SUBMITTED WITH THE ABOVE FRINGES.

**Eastern Atlantic States Regional Council of Carpenters
NOTICE TO CARPENTERS COMBINED FUNDS**

650 Ridge Road, Pittsburgh, PA 15205
Contract No. 20490 • Carpenters Local 420

By Employer of Agreement with Union
Federal Identification with Union

Federal Identification No. _____

Firm Name _____

Street Address _____

City _____ County _____

State _____ Zip Code _____ Phone _____

Ownership: ☐ Proprietorship ☐ Partnership
 ☐ Corporation ☐ Joint Venture

Date of Agreement: Made a part hereof by reference _____

Local Union _____

Period of Agreement: June 1, 2023 through May 31, 2027.

This Agreement includes provisions for Employer
Contribution/Remittances in Crawford, Lawrence and Mercer
Counties in accordance with appropriate wage chart:

Authorized Signature _____

Title _____

Date _____