

AGREEMENT BETWEEN
INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL
OF CARPENTERS
OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
AND
OBERLIN COLLEGE

Effective
May 1, 2021 through April 30, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>Agreement</u>	<u>Page</u>
I	Geographical Area, Work Jurisdiction and Scope of Agreement	3
II	Special Provisions and Limitations	3
	Subcontracting	4
III	Hours of Work, Overtime and Pay Provisions, Holidays	5
	Wage Rates	7
	Jury Duty	8
	Vacation/Sick Leave/Bereavement	8
IV	Hiring and Union Security	9
V	Stewards	10
VI	Foreman	10
VII	Grievance and Arbitration Procedure	10
VIII	Apprentices	11
IX	Union Dues and Vacation Savings Deductions	11
X	Payment of Contributions and Deduction	12
XI	Savings and Severability	13
XII	Management's Rights	13
XIII	Duration and Modification	13
	 APPENDIX	
A	Memorandum of Agreement Regarding Tuition	15
B	Oberlin College Tuition Scholarship Plan Summary	16
C	Memorandum of Understanding Concerning Supplemental Seasonal Employees	17
D	Side letter concerning right to require outside contractors to employ apprentices	18
E	Side letter concerning de minimis bargaining until work	19
F	Joint Labor - Management Drug / Alcohol Abuse Program	20

AGREEMENT

Effective May 1, 2021 through April 30, 2024, this Agreement entered into between the Indiana/Kentucky/Ohio Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as the "Union") and Oberlin College (hereinafter referred to as the "Employer") covers all carpenters on the Employer's payroll who perform repair and maintenance work and new work.

ARTICLE I - Geographical Area, Work Jurisdiction & Scope of Agreement

1.1 The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal, metal lath, or fiber; the laying of all carpeting, cork and composition and all other resilient or fiber floor covering; setting of tile and marble; all shingles; the erecting and dismantling of machinery; and the manufacturing of all wood materials, where the skill, knowledge and training of a carpenter are required, either through the operation of machine or hand tools, and shall be within the jurisdiction of the Union.

1.2 The jurisdiction of the United Brotherhood of Carpenters and Joiners of America, therefore, extends over the following divisions and subdivisions of the trade and is within the work typically performed by Oberlin College employees and is within the work contemplated by this Agreement unless covered by separate agreement by this Union or subdivision of the United Brotherhood of Carpenters and Joiners of America.

1.3 Carpenters and Joiners, Railroad Carpenters, Bench Hands, Stair Builders, Millwrights, Furniture Workers, Shipwrights and Boat Builders, Reed and Rattan Workers, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Casket and Coffin Makers, Box Makers, Bridge, Dock and Wharf Carpenters, Car Builders, Floor Layers, Lathers, Tile and Marble Setter and Helpers, Underpinners and Timbermen, Plie Drivers, Sharers and House Movers, Loggers, Lumber and Sawmill Workers, and all those engaged in the running of woodworking machinery or engaged as helpers to any of the above divisions or subdivisions or the handling of material on any of the above divisions or subdivisions.

1.4 When the term "Carpenter or Joiner" is used, subject to the above exceptions, it shall mean all the subdivisions of the trade as herein specified, and shall also mean any employee subject to this Agreement.

1.5 Recognizing that staging and scaffolding is normally within the scope of the carpenters, the parties nonetheless agree that College carpenters only need to be utilized on staging and scaffolding that is owned, rented or leased by the College (excluding Central Heating Plant and Painters' minor scaffolding).

1.6 Except for new installation, and recognizing that the College carpenters do not necessarily do an of the work described below, all work in connection with non-warranty repair, erection and/or application of all materials and component parts of construction barricades, walls and partitions -regardless of their material composition, or method or manner of their installation, attachment or connection, including but not limited to the following items: all walk-in coolers (but excluding any electrical or plumbing work related thereto), all siding of wood, pressboard, vinyl, aluminum, porcelain enameled panels, or other materials, floor and ceiling runners, studs, Including metal and plastic, metal lath, stiffeners, cross bracings, fire-blocking resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, setting of tile and marble, gypsum drywall materials, laminated gypsum systems backing board, finish board, sound and thermal insulation materials, store fixtures and attachments Including all layout work, the mounting adjustment, or removal of all electric locks, door devices and door swipes (but excluding the wiring thereof), preparation of all openings for lighting, air vents or other purposes, and all tarps and/or plastic material used for temporary wind break on construction, and all other necessary or related work in connection therewith, shall be considered as being within the-jurisdiction of the Union. The College will not be obligated to utilize carpenters on residential buildings four units or less.

1.7 All framing and concrete forms except pre-engineered forms are to be fabricated and/or cut by construction carpenters as covered by this Agreement, and anchor bolts (when not part of an outside contractor's specs). All forms including pre-engineered forms are to be fitted and erected and dismantled by construction carpenters as covered by this Agreement.

ARTICLE II -Special Provisions and Limitations

2.1 The Employer shall be bound to make the health and welfare payments, pension payment, and apprenticeship fund payment required herein, for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payments established by this Agreement.

2.2 The Employer recognizes and acknowledges the Indiana/Kentucky/Ohio Regional Council of Carpenters as sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining. The Union likewise recognizes Oberlin College as the sole bargaining agent for its members for work as defined herein for the area outlined.

2.3 The Employer and its Prime Contractors (General Contractors, Construction Managers, Design/Building Contractors), insofar as practicable, will contract work within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America which is to be, or which historically has been performed on the job site to a trade contractor who holds an agreement with the United Brotherhood of Carpenters and Joiners of America or one of its subordinate bodies, or who agrees in writing, prior to or at the time of execution of the contract, to be bound by the terms of this Agreement. In order to assist the Employer and its Prime Contractors in reducing its construction costs by being able to secure multiple competitive bids from signatory trade contractors, the Union agrees that upon request of the Employer or Employer's Prime Contractors (specifying the nature of the work to be contracted), it will use its best efforts to encourage multiple qualified signatory trade contractors to submit bids to the Employer and its Prime Contractors. The College agrees to include the jurisdictional scope of work with its bid package and offer the union the opportunity to attend a pre-bid meeting. The parties further acknowledge that various additional alternative agreements exist which govern the performance of work falling within certain specialty trades, such as Floor-Laying work, Shingling, Demountable Partitions work, Light Gauge Metal Framing work, Trade Show work, Overhead Door work. Work within the trades for which special agreements exist may be performed in accordance with the terms of those special agreements.

2.4 In the case of fire, theft or accidental occurrence not caused by the employee's negligence on a job at any time, the Employer shall be responsible for the loss or damage of employees' tools or clothing not to exceed Five Hundred Dollars (\$500.00) for each individual's loss. Full financial compensation must be made (on presentation of a notarized statement) to each individual within thirty (30) calendar days after presenting such statement or at the time of discharge, whichever occurs first. Upon the request of the Employer, the affected employee(s) will file a police report. The Employer reserves the right at any time to provide the employees with all tools needed to perform their work and to thereafter prohibit the employees from bring their own tools to work. Should the Employer so elect, this provision shall cease to apply to the employee's personal tools.

2.5 Employees subject to this Agreement shall have adequate and proper sharp tools when starting to work on a new job. Employees will be given time to sharpen and dress tools as needed. The foreman shall be obligated to ensure that each employee has such rights.

2.6 An employee shall not be required to furnish, assign or rent to the Employer power tools or other tools or equipment. No employee shall in any event work as a subcontractor nor shall s/he furnish any equipment, tools or service as a subcontractor.

2.7 No limitation shall be placed upon the amount of work which an employee shall perform during the working day, nor shall there be any restriction against the use of machinery, tools or other labor-saving devices furnished by the Employer. Power or air activated tools normally used by carpenters, to be used only by authorized, trained personnel.

2.8 The Employer shall provide suitable parking facilities for all carpenter employees.

2.9 Prison-made materials will not be used. Materials manufactured under conditions that are fair to the United Brotherhood of Carpenters will be given preference.

2.10 The Employer agrees at all times to comply with all State and Federal Laws and Statutes pertaining to the Workers' Compensation Laws of Ohio, Unemployment Insurance, Withholding Tax, Federal, State and City, and State Safety requirement, currently IC-3. The Employer further agrees to provide Workers' Compensation and Unemployment Compensation for all employees covered by this Agreement, regardless of the number of employees employed. The Employer shall furnish this Council with a copy of their State Compensation Insurance if any reasonable question exists regarding it.

2.11 The Union and the Employer will cooperate in the establishment of a safety program. The Union and Employer shall abide by State Safety Code IC-3 and the Occupational Safety and Health Act of 1970. Employer will provide all necessary safety equipment as outlined herein. Employees shall be OSHA 30 certified at no expense to the Employer. The Union agrees that the Employer shall be free to implement the terms of the Uniform Drug / Alcohol Abuse Program attached hereto as Appendix F.

2.12 There shall be no deviation from the provisions contained herein except by waiver and consent of the Executive Secretary/Treasurer of the Indiana/Kentucky/Ohio Regional Council of Carpenters.

2.13 The authorized representative of the Union shall have access to the Job during working hours for the purpose of visiting individual members, adjusting grievances or disputes and such other duties as s/he may have to perform, provided the activities do not unnecessarily interfere with the progress of the Job. The Business Representative, when possible, will notify the Human Resources Office upon arrival.

2.14 When hard hats are required by the Employer, such Employer shall furnish the same and shall supply the initial liner, including harness, for the same of excellent quality without charge to the employee. The employee shall bear the cost for damage or loss because of employee's negligence. In like manner, rain gear and knee boots will be furnished when necessary due to Inclement weather or other adverse working conditions.

2.15 It is recognized between the parties hereto that the International Constitution of the United Brotherhood is a contract among its members and it is not the intent of the parties hereto that any provisions contained in this Agreement shall be construed to be of exception to such Constitution or to require any condition of employment whereby a member would be in violation of such Constitution.

2.16 In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer.

2.17 There is no requirement that carpenters use their personal vehicles to transport tools, materials, or supplies to the job site.

ARTICLE III - Hours of Work, Overtime and Pay Provisions

3.1 Eight (8) hours shall constitute a day's work, which shall be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, inclusive, with a one-half (1/2) hour lunch period. The starting and quitting time may be changed by mutual agreement of Employer and Union to between 7:00 a.m. and 4:30 p.m. Employees will be at the job site at starting time and shall remain at the job site until quitting time unless dismissed by the Employer. Employees shall punch in upon arrival and shall punch out when leaving the Employer's premises for any reason other than for conducting business of the Employer.

3.2 Work performed other than during employee's regular shift hours and work performed during employee's lunch time shall be paid for at the time and one-half (1-1/2) rate. Work performed on Holidays shall be paid for at double time rate. Whenever practical, all overtime shall be equally distributed. So long as an employee has been offered the opportunity to work a normal schedule Monday through Friday, the employee may be scheduled to work on Sunday of the same week and be paid for such time at the time and one-half (1-1/2) rate, unless Sunday is the employee's seventh (7th) consecutive work day, in which case the double time rate shall apply. In addition, during the period from June 1st through August 31st, an employee who is called in on a Sunday shall be paid at a double time rate for such call back, regardless of whether such employee was offered the opportunity to work a normal schedule Monday through Friday and regardless of whether Sunday is the employee's seventh (7th) consecutive day worked.

3.3 When shift work is being performed, the work week shall start at 8:00 a.m. or 7:00 a.m. on Monday - Friday. The work week may also start on Tuesday at 6:00 a.m. and end on Saturday.

3.4 The following holidays shall be regarded as paid holidays for the employees: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and three (3) days during the winter shutdown (December 24 through January 1, inclusive) as determined by mutual agreement between the Union and the Manager of Employee Relations. Beginning July 1, 2014, one additional paid holiday per year may be used as a floating holiday to be taken at a time that is convenient to both the employee and his or her department head. If the number of requests to have the day off exceeds the Employer's ability to grant such requests, those requests that can be granted will be granted on the basis of first asked, first granted. Any work performed on the above holidays shall be at double time unless provided otherwise in this Agreement. No work shall be performed on Labor Day except to save lives or property.

3.5 The Employer shall pay eight (8) hours at straight time combined hourly rate for all carpenters on the payroll for above holidays provided the employee meets the following qualifications.

- A. The carpenter must work the scheduled work day before the holiday and the scheduled work day after the holiday.
- B. The carpenter has been employed at least five (5) working days prior to the holiday.

3.6 Should a carpenter be laid-off within five (5) working days prior to a holiday or the day after the holiday, the carpenter will receive the holiday pay at the time of layoff.

3.7 If any carpenter meeting the eligibility requirements set forth in Sections 3.5A and 3.5B works on any of the listed holidays, s/he will receive the regular rate of pay of double time for time worked and in addition, will receive eight (8) hours' pay at the regular rate.

3.8 In situations where a day shift operation is beyond the control of the Employer and it is impossible to work a crew during the daytime hours, the Employer, with the consent of the Union, shall be permitted to work employees during the hours of the second shift at the rates specified for such second shift.

3.9 Any deviations from the hours of work as outlined herein must be by mutual agreement of the parties hereto.

3.10 All work performed outside of the employee's regular shift shall be paid for at the rate of time and one-half (1-1/2), except as provided herein.

3.11 Shift work: In the event that it is necessary to work two (2) or more shifts, it is agreed that the shift hours will be as follows:

- A. First Shift shall work 8:00 a.m. to 4:30 p.m. Monday through Friday -on the job eight and one-half (8-1/2) hours - 8:30 a.m. to 12:00 noon -Lunch 12:00 noon to 12:30 p.m. -12:30 p.m. to 4:30 p.m., paid for eight (8) hours.
- B. Second Shift on the Job seven and one-half (7-1/2) hours -4:30 p.m. to 12:00 midnight. One-half (1/2) hour lunch between 8:30 p.m. to 9:30 p.m., at a time designated by Employer. Paid for eight (8) hours. Shift differential shall be paid on the first hour worked, if released prior to end of shift.
- C. Third Shift on the job eight (8) hours -12:00 midnight to 8:00 a.m. One-half (1/2) hour lunch between 4:00 a.m. to 5:00 a.m., at a time designated by Employer. Paid for nine (9) hours. Shift differential shall be paid on the first hour worked, if released prior to end of shift.

3.12 Where more than one (1) shift is to be used and the first shift starts at 7:00 a.m. in accordance with provisions of this Agreement, the second and third shifts shall start and end one (1) hour earlier than is provided for herein.

3.13 Any carpenter injured on the job will be paid in full for the day of injury, if unable to return to work in the opinion of the attending physician.

3.14 Carpenters shall not leave the shop until starting time. Carpenters shall be given adequate time at the conclusion of the day's work to clean up and pick up their tools or any contractor's hand or power tools which have been assigned to them. Carpenters shall not leave the shop before quitting time.

3.15 Any employee who is discharged or quits of his/her own accord shall be paid on the regular pay day.

3.16 Any employee failing to receive wages in full on the regular pay day shall immediately notify the Union in writing. Waiting time will be charged until wages are received. Waiting time shall be charged at the regular rate of wages until wages are received, but not to exceed eight (8) hours per day. If the Union is convinced pay is short due to a clerical error, no waiting shall be charged and the Union shall strive to adjust same with the Employer.

3.17 When an employee is laid-off or discharged, s/he shall be given at least one (1) hours' notice.

3.18 An employee called out or back to work will be paid for a minimum of two (2) hours straight pay with overtime pay for any time worked during that call out after the first two (2) hours. All time worked over two (2) hours will be paid on the basis of time worked. This provision will not apply for time worked immediately following the end of the normal work day.

3.19 All employees working under the terms of this Agreement shall be paid bi-weekly on the job or in the shop on or before the end of their shift on the last day of the work week. Pay day may be changed providing such change is approved by the Union. Each employee shall receive a wage statement which must list the following items:

- 1. The name and address of the Employer.
- 2. The name of the employee or other identification.
- 3. The date the weekly pay period ends.
- 4. The number of regular and overtime hours paid during the pay period.
- 5. The gross amount of wages.
- 6. The amount of Federal, State and City Income Tax withheld.
- 7. The amount of Social Security Tax withheld.
- 8. Any other deductions.
- 9. The net amount of wages.

3.20 Any carpenter requested by the Employer or referred by the Union who reports to the location designated by the Employer at starting time and inclement weather makes it impractical to work or work is not provided, shall be paid one (1) hour show-up time,

provided the carpenter was not notified by the Employer before leaving home. When the carpenter works beyond the first one (1) hour, s/he shall receive four (4) hours' pay. If a carpenter continues work after lunch period, s/he shall receive six (6) hours' pay. If a carpenter continues work after six (6) hours, s/he shall receive eight (8) hours' pay. The carpenter must remain on the Job premises for the above-mentioned hours unless dismissed by the Employer.

3.21 Employees may carry a beverage with them on the job and drink coffee or any other non-alcoholic beverage at any time of their choosing at their work station provided it does not unjustly interfere with the progress of the job. In the event a catering service is available, the Carpenter Foreman shall determine the method of ordering and payment for the beverage.

3.22 Wage Rates: Wherever the term "combined hourly rate" is used in this Agreement, it shall mean a combination of the taxable and non-taxable rate. Such rates are subject to the additional overtime provisions as outlined in this Agreement.

3.23 The term "taxable hourly rate" as used herein shall be defined as meaning the hourly rate of wages paid to and/or on behalf of employees subject to Federal Income Tax for hourly employment which shall include Council Operating Fund Dues.

3.24 The "non-taxable rate" shall be that rate of pay added to the taxable rate as a payment for fringe benefits in addition to such taxable rate and includes those items such as pension, health & welfare, apprenticeship and any other rate of fringe not included in the employee's taxable hourly rate for the purposes of withholding and social security taxes.

3.25 All Carpenter Foremen shall receive One Dollar (\$1.00) over the combined Journeyman hourly rate for the duration of this Agreement.

3.26 All General Carpenter Foremen shall receive One Dollar and Fifty Cents (\$1.50) over the combined Journeyman hourly rate for the duration of this Agreement.

3.27 RATES OF PAY-Effective the first full pay after ratification:

\$27.26 Taxable Journeyman hourly rate -which includes the dues deduction.

\$15.11 Non-Taxable hourly rate (Employer Contribution) - which includes \$5.50 pension (which includes \$1.00 for the Recovery Plan), \$7.75 health & welfare, \$0.09 apprenticeship, \$0.02 LMCC, and \$1.75 annuity.

\$42.37 Combined Journeyman Hourly Rate.

3.28 From the gross taxable wages, the Employer shall deduct three and one-half percent (3.5%) for Council Working Dues, plus \$0.40/hour for the Target/Market Recovery Program, plus \$0.06/hour for various CITE programs. The Employer shall also deduct One Dollar (\$1.00) per hour for Vacation Savings, which shall be added to the non-taxable hourly rate and forwarded monthly to OVCFBF/KeyBank, PO Box 74293, Cleveland, Ohio 44194.

3.29 RATES OF PAY-Effective the first full pay period after 05/01/2021:

1.0% /hour increase in the taxable journeyman rate.

3.30 RATES OF PAY-Effective the first full pay period after 5/01/2022: (Union to supply allocation)

2.0% /hour increase in the taxable journeyman rate.

3.31 RATES OF PAY -Effective the first full pay period after 5/01/2023: (Union to supply allocation)

3.0% /hour increase in the taxable journeyman rate

3.32 Employees with at least two (2) years of continuous service at Oberlin College who lose time from their assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his/her hourly rate plus shift or special, schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Employer a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees s/he was eligible to receive for each day.

3.33 A full-time employee is entitled to ten (10) sick days per year. Beginning on and after July 1, 2014, a full-time employee will be entitled to thirteen (13) sick days per year. Sick leave hours for the benefit of an employee is accumulative and may be carried over from one year to the next. In the event of the death of the employee, the balance remaining is his or her sick leave accrual shall be paid to his or her spouse, designated beneficiary, or estate. Sick days may be broken down to a minimum of one (1) hour segments. It is understood that after being absent for three (3) days or more, the employee must provide an Oberlin College physician's statement to the Department of Human Resources upon his/her return work. Beginning on and after July 1, 2014, employees who retire at age 62 or older shall be paid for one hundred percent (100%) of their sick leave accrual; employees with twenty (20) or more years of service shall be paid at seventy-five percent (75%) of their sick leave accrual upon termination of employment for any reason other than death or retirement; and employees with ten (10) or more, but less than twenty (20) years of service shall be paid fifty percent (50%) of their sick leave accrual upon termination of employment for any reason other than death or retirement. Employees with less than ten (10) years of service shall not be eligible for payment of any accumulated sick leave upon termination of employment for any reason other than death or retirement.

3.34 Employees shall be eligible for paid vacations in accordance with the following schedule:

- a) First Year of Service: Employees with less than six months of continuous service as of June 30th of any year shall not be eligible for vacation during the following fiscal year.
- b) Employees who have less than one year, but more than six months, of continuous service as of June 30th of any year shall be eligible for five (5) days of vacation during the following fiscal year.
- c) More than One but Five or Less Years: Employees who have more than one but five (5) or less years of continuous service as of June 30th of any year shall be eligible for ten (10) days or vacation during the following fiscal year.
- d) More than Five Years of Service: Employees who have more than five (5) years of continuous service as of June 30th of any year shall be eligible for twenty (20) days of vacation during the following fiscal year.

Requests to use vacation days should be submitted to the Facilities Maintenance Manager with as much notice as possible; however, such requests must be made at least three (3) working days in advance.

Termination of employment for any reason shall not result in forfeiture of vacation benefits theretofore accrued, and such vacation benefits, if not already paid, shall be paid with the final paycheck. If an employee otherwise entitled to vacation benefits dies, his or her vacation benefits earned to the date of death shall be paid to his or her spouse, designated beneficiary, or estate.

3.35 The employees shall be granted up to three (3) days paid leave of absence when such leave is necessary due to a death in the employee's immediate family, which shall be extended to allow two (2) additional days off without pay in cases where the death or funeral occurs outside of the State of Ohio. Immediate family, for the purpose of this Section, is defined as: the employee's spouse/same-sex domestic partner, parents, grandparents, children, grandchildren, brothers and sisters and sisters and brothers-in-law, half-and step- brothers and sisters, as well as parents or children of the employee's spouse/partner. Employees must present documentation in order to be paid.

3.36 A Memorandum of Agreement pertaining to the Oberlin College Tuition Scholarship for Children which may be amended by the Board of Trustees of Oberlin College and a Summary of the Scholarship Plan are included within this contract. See Appendix A.

3.37 Employees who drive vehicles that are owned, leased or rented by the College will be subject to an annual Ohio Bureau of Motor Vehicles review by the College or Its designee. Given the requirements of their positions, any employee who fails to meet the

College's insurability standards may be subject to reassignment or other disposition.

3.38 FMLA: The College will comply with the provisions of the Family and Medical Leave Act of 1993 In accordance with the following provision:

Personal leaves of absence, short term disability leave, long-term disability leave, maternity, paternity and adoptive leaves and workers' comp which qualify under the FMLA will run concurrently with FMLA leave.

The employee must use paid sick/personal, followed by vacation time during the designated FMLA leave.

ARTICLE IV - Hiring and Union Security

4.1 The Employer agrees to call the Union which has the Jurisdiction over the area for any employees needed.

4.2 The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, religion, sex, national origin or ancestry, and shall not discriminate against any carpenter by reason of age. The Union agrees to furnish the Employer, upon request, any statement or data required by Federal or State Statutes relating to non-discrimination if reasonably available.

4.3 All employees who are members of the Union or who have elected "financial core" status on the signatory date of this Agreement shall be required to remain members in good standing of the Union (or "financial core" members) as a condition of employment during the term of the Agreement. New employees shall be required to become and remain members in good standing of the Union or elect "financial core" status as a condition of their employment from and after the eighth (8th) day of their employment, or the signatory date of this Agreement, whichever is later.

4.4 Apprentice carpenters or persons petitioning or making application to be apprentice carpenters shall be referred to the Ohio Carpenters Joint Apprenticeship and Training Committee.

4.5 Any applicant for employment as a carpenter apprentice within the age limits established by the Ohio Carpenters Joint Apprenticeship and Training Committee, under applicable law must be on the list of indentured apprentices of the Joint Apprenticeship Committee before any such applicant may be hired as an employee by an Employer.

4.6 Hiring: Referral of employees to the job by the Union or hiring of employees by the Employer shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations and constitutional provisions. It is mutually agreed that the Employer and the Union shall abide by all the laws of the United States and of the State of Ohio and lawful orders thereof in non-discrimination and fair employment practices.

4.7 The Employer has the right to accept or reject any employee referred by the Union.

4.8 The Employer may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety, and protection of the employees. However, no employee shall be discharged for defending the rights or any employee under the terms of this Agreement. This provision shall not deny a steward the rights as provided in Article V.

4.9 The consumption of, or being under the influence of Illegal drugs or alcohol while on the job shall be grounds for immediate disciplinary action, up to and including termination.

ARTICLE V - Stewards

5.1 The Union shall have the right to designate one (1) shop steward. If the Employer has a regularly scheduled second and/or third shift, the Union may designate a steward for such shifts. The Union shall, in writing, notify the Labor Relations Office of the Employer of the identity of the designated shop stewards. The shop steward shall have the right to receive complaints or differences and to discuss and assist in the adjustment of the same with the appropriate supervisor. The Employer will not discriminate against the shop stewards in the legal performance of their Union duties. They shall not leave their work stations without first notifying their appropriate supervisors of the reason therefore.

5.2 Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts; provided, the Union notifies all employees involved in the unauthorized acts that such acts are contrary to this Agreement and instructs such employees to return to work immediately.

5.3 When a steward is required by the Employer to attend a safety meeting, the steward shall not suffer loss of pay while attending such meeting.

ARTICLE VI - Foremen

6.1 On any Job where two (2) or more carpenters are employed, one (1) shall be designated foreman. A foreman shall be in charge of not more than ten (10) carpenters and when more than ten (10) carpenters are employed, an additional foreman shall be designated for each ten (10) carpenters or fraction thereof. Any exception hereto will be subject to agreement between the Employer and the Union.

6.2 Any carpenter appointed as a foreman must have been a member of the Indiana/Kentucky/Ohio Regional Council of Carpenters for one (1) year prior to such appointment. Any exception hereto will be subject to agreement between the Employer and the Union.

6.3 The Carpenter Foreman will be considered a representative of the Employer and directions to the carpenters will be given by the Carpenter Foreman.

6.4 Any employee, including foremen, using insulting or abusive language to other employees on the project shall be in violation of the Agreement.

6.5 A foreman assigning work within the jurisdiction trade autonomy of the Union to anyone other than an employee subject to this contract, shall be in violation of this Agreement.

ARTICLE VII -Grievance and Arbitration Procedures

Step 1. An employee who believes s/he has a specific justifiable request or complaint based upon specific language of this Agreement shall discuss the same with the immediate supervisor with a steward being present, in an attempt to settle the issue. Any issue not raised within five (5) calendar days (defined throughout this Article as M - F, exclusive of Holidays) of the union becoming aware of the issue shall be deemed waived or abandoned. If the issue is not settled within three (3) calendar days after its presentation to the supervisor, the employee or the steward may proceed to Step 2 of the Grievance Procedure.

Step 2. Any complaint not settled pursuant to Step I must be reduced to writing and presented to the employee's department head within five (5) calendar days from the date of the supervisor's decision under Step 1. The department head or the designated representative and the steward shall meet within three (3) calendar days after invocation of Step 2, in an attempt to settle the complaint. If a satisfactory solution is not arrived at within two (2) calendar days after the parties have met, Step 3 of the Grievance Procedure may be invoked, within seven (7) calendar days.

Step 3. Any grievance not settled in Step 2 shall be presented to the Labor Relations Office. The Labor Relations Representative and the Union Business Representative shall meet within three (3) calendar days to attempt to settle the same. The aggrieved employee and the Steward involved may also be present. If a satisfactory solution is not arrived at within five (5) calendar days after the parties have met, Step 4 of the Grievance Procedure may be invoked.

Step 4 (a) Should the parties fail to reach agreement within five (5) calendar days as provided for in Step 3, the Union may within ten (10) calendar days after failure to reach agreement in Step 3 [the ten (10) days to begin with the sixth (6th) day after the meeting set forth in Step 3 above], make a written demand for arbitration. The Union and Employer shall meet within five (5) working days after such timely demand has been served to select a mutually agreed upon arbitrator to hear and determine the specific grievance. Said arbitrator shall expeditiously meet to consider and singly decide the grievance in accordance with the provisions of Step 4.

In the event an arbitrator cannot be mutually agreed upon with five (5) calendar days after the written demand for arbitration has been served, then the aggrieved party must immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) names of arbitrators to the parties for the purpose of selection of an arbitrator; each party shall be entitled to strike two (2) names from the list of five (5) names and the remaining name shall be the sole arbitrator to hear and determine the matter. The selection of the sole arbitrator shall be made within five (5) calendar days after receipt of the names. The selected arbitrator shall expeditiously meet to consider the grievance and shall render the award in writing if practical, within ten (10) calendar days after the close of the hearing. The decision of the arbitrator shall be final and binding on the Employer, Union and aggrieved employee.

(b) The arbitrator shall have no authority to modify, add or take away any of the terms of this Agreement.

(c) All expenses and fees of the arbitrator shall be borne equally by both parties.

(d) Prior to any employee subject to the Grievance and Arbitration Procedures filing a charge, complaint, action, controversy, or proceeding before any board, agency, court, or administrative body seeking any determination, adjudication, ruling or administrative remedy arising as a result of this Collective Bargaining Agreement, the Grievance and Arbitration Procedures of this Agreement must be exhausted.

(e) Any grievance shall be deemed to be waived or abandoned unless all the steps and time limits are properly invoked within the periods specified, unless otherwise mutually agreed upon. Any grievance not answered within the time limits shall be considered denied and may be appealed to the next step.

(f) There shall be no stoppage of work, either by strike or lockout, because of any dispute over matters relative to the provisions herein. All such matters must be handled in the manner provided in this Section.

ARTICLE VIII - Apprentices

8.1 It is agreed the Ohio Carpenters Joint Apprenticeship and Training Committee Standards, as amended, are a part of this Agreement. It is agreed all future amendments to such Standards shall be a part of this Agreement.

8.2 The minimum compensation of apprentices for wages and fringe benefits shall be determined by the Joint Apprenticeship and Training Committee.

8.3 Employers signatory to this Agreement shall be entitled to apprentices on the following basis:

An Employer who employs two (2) Journeymen shall be entitled to one (1) Apprentice and one (1) additional Apprentice for each two (2) Journeymen.

ARTICLE IX - Union Dues and Vacation Savings Deductions

9.1 Union Dues Deductions: Effective as of the date of signature hereto, the Employer shall deduct from each employee, including apprentices, covered by this Agreement, who has signed an authorization card, an amount equal to the sum of three and one-half percent (3.5%) of the gross taxable wages (*Working Dues Assessment*), plus \$0.40/hour (*Markey Recovery Program*), plus \$0.06/hour (*CITE*), plus \$0.03 for COPE. (Union to supply allocation for CBA Yrs. 2 & 3)

9.2 Vacation Savings based on a deduction of One Dollar (\$1.00) per hour and Union dues deductions shall be paid at the above rates for all hours worked for each employee by the Employer under this Agreement. It is further agreed that should the Union, by vote of their membership, decide that additional monies are needed in to this fund, same shall be deducted from the taxable hourly rate. Such deductions shall be made payable to OVCFBF/KeyBank, PO Box 74293, Cleveland, Ohio 44194. (Union to supply allocation for CBA Yrs. 2 & 3)

ARTICLE X - Payment of Contributions and Deduction

10.1 It Is agreed payments of contributions and deductions for the Ohio Carpenters' Health Plan, the Ohio Carpenters Pension Fund, the Ohio Carpenters Joint Apprenticeship and Training Fund, and the Indiana/Kentucky/Ohio Regional Council of Carpenters working assessment for all hours worked in the geographical and trade jurisdiction of this Agreement shall be made payable to the Key Corp and forwarded monthly to OVCFBF/KeyBank, PO Box 74293, Cleveland, Ohio 44194.

10.2 The terms and provisions of the Agreement and Declaration of Trust establishing and regulating the conduct of the above listed fringe benefit funds, and the duly adopted rules and regulations of the funds, are by reference duly adopted and acknowledged by the parties to be binding upon them as though fully rewritten and expressly adopted here. Contributions to the several funds shall be made in the amounts specified elsewhere in this Agreement.

10.3 Health & Welfare. The Employer shall contribute to the Ohio Carpenters' Health Plan monthly at the rate as shown in the schedule of wages an hour for each hour worked for employees covered by this Agreement. For purposes of this provision, hours worked shall include reporting time, show-up time, or any other time for which employees receive compensation. In the event the Trustees determine at any time during the term of this Agreement that it is necessary to increase the rate of contributions, the Employer shall increase contributions up to One Dollar and Fifty Cents (\$1.50) per hour (but less any additional contributions to the Ohio Carpenters' Pension Plan absorbed by the Employer in accordance with Section 10.4, below) in order to maintain coverage then in effect. Any additional monies that may be required for maintenance of benefits will be deducted from the employee's taxable wage rate.

10.4 Pension Plan. The Employer shall contribute to the Ohio Carpenters' Pension Plan monthly at the rate as shown in the schedule of wages for each hour worked for employees covered by this Agreement. For purposes of this provision, hours worked shall include reporting time, show-up time, or any other time for which employees receive compensation. In the event the Trustees determine at any time during the term of this Agreement that it is necessary to increase the rate of contributions, the Employer shall increase contributions up to One Dollar and Fifty Cents (\$1.50) per hour (but less any additional contributions to the Ohio Carpenters' Health Plan absorbed by the Employer in accordance with Section 10.3, above) in order to maintain benefits then in effect. Any additional monies that may be required for maintenance of benefits will be deducted from the employee's taxable wage rate.

10.5 Reporting. Payment to the funds and all other deductions are due and shall be made no later than the fifteenth (15th) day of each calendar month for the preceding calendar month and shall be sent with a fully completed reporting form to OVCFBF/KeyBank, PO Box 74293, Cleveland, Ohio 44194. Should an Employer become delinquent by submitting the reporting forms together with accompanying payments with the postmark on the envelope later than the fifteenth (15th) day from the end of the month during which the employment occurred, the Employer shall be assessed a delinquency assessment of ten percent (10%) of the amount due. Such delinquency assessment shall be used to cover the additional cost of administration, bookkeeping, and other incidental expenses incurred by reason of delinquency.

10.6 A delinquent Employer shall be liable for and be assessed:

- A. The cost of legal action undertaken to recover delinquent payments, including attorney's fees and court costs;

- B. Payment of benefits from a fringe benefit fund for which an employee would have qualified but for such delinquency;
- C. The cost of an audit by the fringe benefit fund which its Trustees institute to determine the amount of monies due under the Collective Bargaining Agreement.

All delinquencies, penalties, and assessments must be paid in full in order for the Employer to retain standing as an eligible contributor to the above listed fringe benefit funds.

All penalty provisions are cumulative and shall not deprive the Union or affected employees of their other lawful rights and remedies including the right to strike against the delinquent Employer. Work stoppages conducted for the purpose of enforcing the terms of the Article shall not be considered a breach of any provision of this Agreement.

10.7 If as a result of Federal or State Legislation, contributions are discontinued to the Ohio Carpenters Health & Welfare Fund, the contribution rate in effect at such time shall be added to the employee's taxable hourly wage to the extent that such payments are not made into another program as a result of Federal or State Legislation.

ARTICLE XI - Savings and Severability

It is mutually agreed that if any clause, term or provisions of this Agreement is or is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other Board or agency having jurisdiction in the matter, such clause, term or provisions shall be or become inoperative and of no effect as of final court determination, without disturbing the other clauses, terms and provisions of this Agreement, and the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE XII - Management's Rights

It is agreed that the Employer will have the sole right to determine all matters not expressly restricted by this Agreement, its attachments, and the National Labor Relations Act, including, but not limited to, the right to plan, direct and control the affairs of the College, hire, suspend, transfer or discharge for just cause, increase or decrease the work force, determine the hours of operation and reasonable requirements of work, to require an employee to undergo drug and alcohol testing in accordance with Appendix F and otherwise operate the College in a manner that will enhance the goals of the institution.

ARTICLE XIII - Duration and Modification

13.1 The Agreement may be modified at any time by agreement between the Union and Oberlin College and such agreement as modified shall be final and binding.

13.2 This Agreement shall be and remain in effect from the 1st day of May 2021 until the 30th day of April 2024, inclusive and thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial or any subsequent annual period if either party gives written notice to the other party of its desire for termination, at least sixty (60) days before such annual date; and provided further that if this Agreement is not so terminated and either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such annual date, then this Agreement shall remain in full force and effect on a day-to-day basis after such annual date until a new Agreement is negotiated and signed or until either party gives the other five (5) additional days written notice of termination.


13.3 This Agreement expressly incorporates attached Appendices A through F. As with the other terms of the Agreement, therefore, the terms of the Appendices shall continue in effect unless terminated or modified by either or both parties in accordance with the procedures provided by this Agreement and/or applicable law.

The undersigned Employer does hereby agree to abide by all provisions of this Agreement, including payment of wages, fringe benefits, working conditions and all other provisions contained herein, and we, the authorized representatives of the Union, representing that we have the power and authority of such parties, hereto affix our hand at Oberlin, Ohio this 18th day of June 2021.

I, the undersigned Employer, a party to the original negotiations for this Agreement between Oberlin College and the Indiana/Kentucky/Ohio Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, for the period of May 1, 2021 through April 30, 2024 agree to be bound by all provisions of this Agreement, including payment of wages, fringe benefits, working conditions, conditions of employment, settlement of disputes, and all other provisions contained herein. We, the authorized representatives of Oberlin College and we, the authorized representatives of the Union, have the power and authority and do hereby affix our signature:


SIGNED THIS 18 DAY OF June 2021 AT OBERLIN, OHIO.


FOR THE COLLEGE



Signature- Deputy Human Resources Officer

FOR THE UNION


Donald T. Crane, Director


Signature- [Redacted] Human Resources Officer


Signature- Chief Facilities Officer


Ryan T. Smith (Legal Counsel)

APPENDIX A

MEMORANDUM OF AGREEMENT

The Oberlin College Tuition Scholarship for Children

July 1, 2018

Effective July 1, 2018, employees covered by this Agreement who have worked for Oberlin College for at least sixty (60) months (5 years) shall be eligible for the Oberlin College Tuition Scholarship Plan for Children of Employees. The Plan will pay qualifying institutions up to 20% of Oberlin College's tuition in effect at the time the invoice is received. All terms and conditions of the Plan shall apply. Provisions of the Tuition Scholarship Plan for Children of Employees are subject to approval and modification by the College's Board of Trustees.

Part-time, non-continuing Carpenters: After July 1, 2002, part-time work will accrue toward the sixty (60) month waiting period. For a Carpenter to be eligible for the benefit, the last twenty-four (24) months of the sixty (60) month waiting period must be worked as a full-time, continuing, twelve-month employee of Oberlin College. Leaving the College for any reason other than retirement or death terminates this benefit.

A summary of the Plan is attached.

7/19/02-DHR

FOR THE UNION

FOR OBERLIN COLLEGE

APPENDIX B

OBERLIN COLLEGE TUITION SCHOLARSHIP PLAN FOR CHILDREN OF FULL-TIME, CONTINUOUS APPOINTMENT CARPENTERS SUMMARY

ELIGIBILITY OF EMPLOYEE:

- Must be employed by Oberlin College as a Carpenter for 60 months, the last 24 of which must be on a full-time continuing appointment.

ELIGIBILITY OF CHILDREN:

- Must be natural or legally adopted child, under age 26.
- Must be listed currently as a dependent for tax purposes.
- Must be working toward first bachelor's degree.
- Must attend a regionally accredited institution of higher learning.

SCHOLARSHIP AMOUNTS:

- If child is accepted at Oberlin College: 100% tuition.
- For colleges belonging to the Great Lakes College Association (GLCA): Oberlin has a full tuition exchange program with these colleges, in effect as long as the tuition exchange program exists and Oberlin College remains a member of the program. The Department of Human Resources has a list of the participating private liberal arts colleges. Employees are responsible for the participation fee, which varies with each institution in the program.
- For eligible colleges other than Oberlin, 20% of Oberlin's current tuition or the tuition of the institution, whichever is less.
- Child is eligible for 8 semesters or 16 quarters; 12 quarters if attending only 3 quarters per year - the entire benefit for that year will be divided by 3.

OTHER INFORMATION:

Children are eligible if they are...

- Children of retirees who retired because of age, provided they were born or adopted before the date of retirement.
- Children of deceased employees who were employed by the College for at least five years and who died during such service, provided the children are dependents of the spouse of the deceased, and the spouse has not remarried.

Children are NOT eligible if their parent(s)...

- Left the employ of the College by ways other than retirement because of age or death while in service. (e.g. disability, termination, unpaid leave, etc.)
- Payment will be made to institutions only and only for tuition.
- Other scholarships and awards for tuition will be subtracted from invoice prior to calculating the amount Oberlin College will pay.
- If both parents are College employees, the scholarships may not be combined.

APPENDIX C

MEMORANDUM OF UNDERSTANDING CONCERNING SUPPLEMENTAL SEASONAL EMPLOYEES

THIS MEMORANDUM OF UNDERSTANDING CONCERNING SUPPLEMENTAL SEASONAL EMPLOYEES is made and entered into effective as of July 1, 2018, by and between the INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (the "Union") and OBERLIN COLLEGE (the "Employer"):

RECITALS:

- A. The Union and the Employer are parties to a certain collective bargaining agreement (the "CBA"), with a term of May 1, 2018 through April 30, 2021.
- B. During the negotiations that resulted in the CBA, the Employer expressed a desire to hire additional supplemental employees, including apprentices, to augment the existing "continuous" employees during the period of time between when classes end in May and when classes resume in September, and the Union expressed a willingness to accommodate the Employer's desires.

NOW, THEREFORE, the Union and the Employer agree as follows:

1. Anything in the CBA to the contrary notwithstanding, but provided the Employer has continued to employ at least three (3) full-time employees under the terms of the CBA, during the period between May 1st and September 30th of each year (the "Season") the Employer may hire additional supplemental employees ("Supplemental Employees") in accordance with the terms of this Memorandum.
2. The Supplemental Employees may be composed of a combination of journeypersons and apprentices on up to a 1-to-1 ratio (that is, up to one (1) apprentice may be hired for each journeyperson). The Union agrees to refer candidates for such Supplemental Employees to the Employer upon the Employer's request, but the Employer shall remain free to accept or reject any such candidate.
3. The Supplemental Employees shall be paid wages and benefits in accordance with the terms of the then current Northeast Ohio Carpenters' Agreement and shall not be entitled to any of the wages or benefits set forth in the CBA.
4. At or before the end of each Season, the Employer shall have the option of either laying-off the Supplemental Employees or (subject to the apprentice ratio contained in the CBA) converting all or some of them to "continuous" employees. Any such converted employee thereafter shall be employed under and pursuant to the terms of the CBA.
5. The term of this Memorandum of Understanding shall be coextensive with the term of the CBA and any proper notice issued by the Union or the Employer seeking to terminate or modify the CBA shall be deemed a notice to likewise terminate or modify this Memorandum of Understanding.

IN WITNESS WHEREOF, the Union and the Employer have caused their duly-authorized representatives to execute this Memorandum of Understanding Concerning Supplemental Seasonal Employees as of the day and year first-above written.

FOR THE EMPLOYER:
OBERLIN COLLEGE

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

By: 
Authorized Representative

By: 
Authorized Representative

APPENDIX D

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

MARK McGRIPP
EXECUTIVE SECRETARY-TREASURER
BUSINESS MANAGER

3615 CHESTER AVENUE
CLEVELAND, OH. 44114
PHONE: (216) 391-2828
FAX: (216)391-1029

July 1, 2018

Mr. Kim Wiggerly
Manager of Employee Relations
Oberlin College Department of Human Resources
173 West Lorain Street, Service Building
Oberlin, Ohio 44074-1073

Re: 2018-2021 Labor Agreement between Oberlin College
and the Indiana/Kentucky/Ohio Regional Council of Carpenters

Dear Kim:

The purpose of this letter is to confirm that Oberlin College, when acting as the owner/developer of a construction project, may request that contractors who are signatory with us employ apprentices on such projects to the maximum extent permitted by the contractors' contracts with us. If you have any questions or desire anything further, just let me know.

Sincerely,

Donald T. Crane

APPENDIX E

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

MARK McGRIPP
EXECUTIVE SECRETARY-TREASURER
BUSINESS MANAGER

3615 CHESTER AVENUE
CLEVELAND, OH. 44114
PHONE: (216) 391-2828
FAX: (216) 391-1029

July 1, 2018

Mr. Kim Wiggerly
Manager of Employee Relations
Oberlin College Department of Human Resources
173 West Lorain Street, Service Building
Oberlin, Ohio 44074-1073

Re: 2018-2021 Labor Agreement between Oberlin College
and the Indiana/Kentucky/Ohio Regional Council of Carpenters

Dear Kim:

The purpose of this letter is to confirm that so long as done in good faith and without the intention of displacing any of the College's fulltime carpenter employees, when a de minimis amount of work (such as removing a screw or two or replacing a half dozen or fewer carpet squares or minor electronic lock adjustments, i.e., batteries) is needed by the College, this work can be done by any employee of the College. If you have any questions or desire anything further, just let me know.

Sincerely,

Donald T. Crane

APPENDIX F

OBERLIN COLLEGE AND INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS JOINT LABOR- MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

INTRODUCTION: This Joint Labor -Management Uniform Drug / Alcohol Abuse Program is hereby adopted effect July 1, 2018 in accordance with Section 2.11 of the 2018-2021 Collective Bargaining Agreement (“CBA”) between Oberlin College (the “Company” and the Indiana/Kentucky/Ohio Regional Council of Carpenters (the "Union").

1. PROGRAM STATEMENT.

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the Union have a commitment to protect people and property and to provide a safe working environment. The purpose of the following Program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all employees.

2. DEFINITIONS.

- 2.1 Company Premises -The term "Company Premises" as used in this Program includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.
- 2.2 Prohibited Substances - Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by an employee on the job.
- 2.3 Employee - Individuals employed by the Company pursuant to the CBA.
- 2.4 Accident -Means an unplanned, unexpected or unintended event which occurs on Company Premises during the conduct of the Company's business; or during working hours; or which involves Company-supplied motor vehicles or motor vehicles used in conducting the Company's business; or within the scope of employment, and which results in any of the following:
- A. A fatality of anyone involved in the accident.
 - B. Bodily injury requiring off-site medical attention away from the Company Premises.
 - C. Vehicular damage in apparent excess of \$250.00.
 - D. Non-vehicular damage in apparent excess of \$500.00.
- 2.5 Reasonable Cause – Reasonable cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence and disorientation.
- 2.6 Retest -Testing required to re-enter the Program after a positive drug test and proper procedural steps have been taken. The retest is taken at the expense of the employee.
- 2.7 Re-Analyze -A challenge of a positive drug test can be requested. Split samples of the original test can be examined by a certified laboratory of the employee’s choice. If the re-analysis confirms the positive drug test, the employee must pay for the analysis. If the re-analysis reverses the result, the Program will absorb the cost.

- 2.8 Split Sample - A sample taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the employee's identification.
- 2.9 Positive Drug Test - A test which exceeds the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services or one that is tampered with in any way (adulterated specimen).
- 2.10 Negative Drug Test -A test acceptable for employment.
- 2.11 Adulterated Specimen -A urine screening which has been tampered with to cover the true results.
- 2.12 Diluted Samples -The Joint Labor -Management Uniform Drug / Alcohol Abuse Program will follow guidelines for diluted samples set by the Federal Government.
- 2.13 Collection Facility/ Site -Approved location where participants can provide a specimen for testing.
- 2.14 Substance Abuse and Mental Health Services Administration - SAMHSA.
- 2.15 Gas Chromatography/Mass Spectrometry - GC/MS.
- 2.16 Medical Review Officer - MRO.
- 2.17 Under the Influence of a Prohibited Substance -"Under the influence of a prohibited substance" as used by this Program, means the following:
 - A. Alcohol -Blood alcohol level of .08, as measured by blood or breath tests.
 - B. Other Prohibited Substances -Positive results based on the following thresholds for urine split sample testing.

		Initial Screen Threshold (ng/ml)	Confirmatory Test Threshold (ng/ml)
(I)	Marijuana	50	15
(II)	Cocaine	300	150
(III)	Opiates	2,000	2,000
(IV)	Phencyclidine	25	25
(V)	Amphetamines	1,000	500
(VI)	Barbiturates	300	200
(VII)	Benzodiazepines	300	300

(VIII)	Methadone	300	300
(IX)	Methaqualone	300	300
(X)	Propoxyphene	300	300
(XI)	Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the Federal Government Standards.		

3. DRUG/ ALCOHOLTESTING.

3.1 The parties to this Program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. Annual testing may be performed on a voluntary basis once between January 1st and December 31st of each year. The Company will pay all costs for the annual (once per 12- month period) drug screen. Records of such tests shall be maintained by the Independent Testing Laboratory and/or the Medical Review Officer. For all employees covered by the CBA, all costs for collection, analysis, reporting, maintenance of records -and notifications shall be borne by the Company, except as specified in Subsection 3.1.A. and Section 3.2. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time. It will be necessary to require testing under the following conditions:

- A. A pre-employment drug and alcohol test may be administered to all applicants for employment. The Company shall have the option of accepting the results of a verified negative test taken by the applicant within the prior 12 months in lieu of a pre-employment drug and alcohol test.
- B. A test may be administered in the event a trained supervisor has reasonable cause to believe that the employee has reported to work under the influence; or Is or has been under the Influence while on the job; or has violated this drug Program. During the process of establishing reasonable cause for testing, the employee has the right to request his/her on-site Union representative to be present. If on-site representation is not available, all efforts will be made to contact a representative from the Union.
- C. Testing may be required If an employee has caused or contributed to a workplace accident.
- D. Testing may be required as part of a follow-up to counselling or rehabilitation for substance abuse. Employees returning to work after successfully completing a rehabilitation program will be subject to up to four drug/alcohol tests without prior notice or as may be recommended by the testing medical health professional during the first 12 months after returning to work. The costs of such tests shall be paid by the employee. A positive drug test will result in disciplinary action.

3.2 The employee is responsible for retests for reactivation following a positive drug test.

3.3 Each employee to be tested will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy. The execution of the form shall not be deemed to be a waiver of any of the employee's rights under this Program.

3.4 Drug testing will be conducted by an independent Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory, which is jointly selected by the Company and the Union. The testing may consist of blood, breath or urine tests, as required. In the case of a positive drug test result, the employee shall have the opportunity to contest the result by having an appropriate portion of the split sample retested at a SAMHSA certified laboratory selected by the employee.

3.5 The Company will bear the costs of all testing procedures. The employee will pay the cost of any retest requested by the employee.

4 TESTING PROCEDURES.

4.1 All samples for testing will be taken by appropriately qualified personnel (e.g., medical personnel for drawing blood).

4.2 To the greatest extent possible, the privacy of the employee will be preserved while the samples to be tested are taken. However,

some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed.

- A. There shall be no visual observation of the act of urination.

- B. If the person at the collection site does not know the employee to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site.
- C. The person at the collection site will ask the employee to remove unnecessary outer garments such as coats and jackets and to leave personal belongings such as purses and bags with the other garments. The employee may retain his or her wallet.
- D. The employee shall be instructed to wash and dry his or her hands prior to urination.
- E. The employee may provide his or her specimen in the privacy of a stall or partitioned area.
- F. Bluing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available.
- G. The person at the collection site shall remain outside the stall until the employee hands that person the container with the specimen Inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination.

4.3 Regarding both urine and blood samples, the following procedures will be observed:

- A. The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of the employee. The label shall contain only an identification number and the date, and shall be initialed by the employee.
- B. A chain of custody form will be completed by the person at the collection site and initialed by the employee.
- C. The chain of custody form and the specimen should be immediately shipped to the laboratory.
- D. Appropriate security measures will be taken at the collection site.

4.4 Initial testing of the urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

4.5 Reports shall be made in writing and sent to the single person designated by the Company and designated by the Union. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the confirmatory test shall be reported as positive, pending Medical Review Officer (MRO) review and verification. The completed chain of custody form shall accompany any positive drug test report, and copies of analytical reports shall be available to the employee, the Company and the designated Union representative.

4.6 Samples shall be properly stored at all times. All samples reported as positive will be stored frozen for at least 365 days. If the employer or employee requests, the sample shall be stored for a longer period.

4.7 All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

5 CONFIDENTIALITY

5.1 All parties to this Program have only the interests of employees in mind. Therefore, they encourage any employee with a substance abuse problem to come forward and voluntarily accept assistance in dealing with the illness. An employee assistance program will provide guidance and direction during the recovery period. If an employee volunteers for help, the Company will make every reasonable effort to return him/her to work upon recovery. The Company will also take action to assure that the illness is handled in a confidential manner.

5.2 All actions taken under this Program will be strictly confidential and disclosed only to those with a "need to know."

5.3 No test results will be disclosed to persons outside the Company or the Union representatives except in response to a subpoena.

5.4 The persons with a "need to know" are designated as follows: _____

6 RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES.

6.1 Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient Manner. Employees shall not:

- A. Use, possess, dispense or receive prohibited substances on or at the job site.
- B. Report to work while under the influence of a prohibited substance.

6.2 Discipline. When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In other cases:

- A. Applicants testing positive for drug and/or alcohol use under Subsection 3.1.A will be suspended from consideration for a period of up to two months or as required by the customer or facility owner, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- B. Employees will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
- C. Employees found in possession of drugs on the work site may be subject to discipline as provided by Subsection E. (iii) of this Section 6.2.
- D. Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a Company vehicle shall be subject to discipline as provided by Subsection E of this Section 6.2.
- E. The following stages of discipline shall be imposed:
 - I. On the first violation of this Program, the employee shall be given a written reprimand; shall be required to demonstrate meaningful participation in a rehabilitation program; and shall provide the Company with a subsequent negative drug test and negative results on CGST testing up to four times over a one-year period as a condition of further employment. The Company may not use an employee's first violation of this Program as grounds for contesting the employee's right to receive unemployment compensation benefits and the Company hereby agrees not to contest any such employee's application for unemployment compensation.
 - II. On the second violation of this Program, the employee shall be suspended for up to six weeks without pay; shall be required to complete a further rehabilitation program; and shall provide the employer with a subsequent negative drug test and negative results on CGST testing up to four times over a one-year period as a condition of further employment.
 - III. On the third violation of this Program, the employee shall be terminated.
- F. Prescription Drugs. Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with the employee and his/her physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate the employee's needs by making an appropriate reassignment. However, if a reassignment is not possible, the employee may be placed on temporary medical leave until released as fit for duty by the prescribing physician.

- G. Sale and Distribution. Any sale and/or distribution of a prohibited substance on Company Premises is grounds for immediate termination.
- H. All aspects of this Program will be subject to the grievance procedure of the CBA.

7 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM.

- 7.1 Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company and/or Union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health and welfare insurance program.
- 7.2 If treatment necessitates time away from work, the Company shall provide the employee an unpaid leave of absence for purposes of participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program and provides a negative drug test shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.
- 7.3 Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive drug test will then result in disciplinary action as previously outlined in this Program.

8 EMPLOYEE AND EMPLOYER TRAINING.

Participants in this Program will be required to attend training annually.

A. Employee Training - Two hours annually.

- (I) The employees will receive a better understanding of the effects drugs and alcohol have on safety performance and in the workplace, at home and in the community.
- (II) Training Program Goals: At the end of the training sessions, participants should be able to better understand:
 - a. The Company's commitment to solving and resolving alcohol/drug-related problems.
 - b. Types of commonly used drugs that affect personal behavior.
 - c. Identifying substance abuse signs/symptoms.
 - d. Information about community resources where employees or family members may go for help.

B. Supervisor Training - Four hours annually.

- (I) Supervisors will receive a better understanding of the effects drugs and alcohol have on safety performance in the workplace, at home and in the community.
- (II) Training Program Goals: At the end of the training sessions, supervisors should be able to better understand:
 - a. A drug guide and employee assistance information for acquiring professional help solving and resolving alcohol/drug problems.
 - b. Behavior identification, professional approaches to substance abuse.
 - c. Methods for suspicion testing.
 - d. Assessment/assistance referrals.
 - e. Substance user follow-up.

9. NOTIFICATION.

- 9.1 This Program will go into effect on July 1, 2012. All employees will be informed of the Program.
- 9.2 This Joint Labor -Management Uniform Drug/ Alcohol Abuse Program will be reviewed periodically by a joint committee composed of an equal number of representatives of the Company and the Union.