

**Southwest Ohio Regional Council of Carpenters Pension Plan
Checklist Item #37**

Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements? See Section 7.07.

The required the required excerpts from the relevant collective bargaining agreements and side agreements are listed on Document 37.1.

**Southwest Ohio Regional Council of Carpenters Pension Plan
Document 37.1**

Excerpts from Collective Bargaining Agreements

1. 2014-2017 Southwest Ohio Carpenters' Agreement between West Central Ohio Division General and Forming Contractors Section of the Labor Relations Division Ohio Building Chapter, Inc. Associated General Contractors of America and Carpenters & Lather Employers Division of the Walls and Ceilings Contractors Association of Greater Cincinnati and Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America.

**ARTICLE XIII
HEALTH & WELFARE, ANNUITY, PENSION PLANS**

(95) **Pension Plan** – During the continuation of this Agreement, and subject to the limitations provided in Section 2.4 of the Pension Plan Agreement, each Employer shall pay to the Pension Trust Fund, for each hour such Employer compensates each Employees at his/her straight time or overtime hourly rate in the amount as stated and approved in the Appendixes of this Agreement.

(96) The contribution payments of the Employer shall be used exclusively to provide pension benefits to eligible employees in such form and amounts as the trustees of the pension fund may determine, including allowances for the organization and administration expenses of the Pension Fund.

(97) The Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives from the Association and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement, as though set forth here at length. The Pension Fund increases as stated in the Memorandum of Understanding relative to the Rehabilitation Plan are to be considered temporary increases. Once the Plan is 100% funded the Union agrees to limit the contribution rate to a maximum of 20% of the wage rate.

2. Agreement between Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and Cedar Fair Southwest, Incorporated d/b/a Kings Island – Effective date September 1, 2014.

"VI PENSION PLAN

The Employer hereby agrees to pay each month the per hour contribution amounts set forth in Appendix A, below, to a Pension Fund for each employee covered by this Agreement as follows:

The Employer shall pay to the Plan Trustees for credit to the Pension Fund, for each hour worked by the employees at the applicable straight or overtime rate established by the Master Agreement then in effect.

The Union shall give the Employer thirty (30) days written notification of the applicable rates and any changes therein.

The contribution payments of the Employer shall be used exclusively to provide pension benefits to eligible employees in such form and amounts as the Trustees of the Pension Fund may

determine, including allowances for the organization and administration expenses of the Pension Fund.

The Pension Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives from Employers and the Union, which agreement and declaration of trust, together with any amendments thereto, shall be considered as part of this Agreement, as though set forth here at length.

No contributions shall be accepted by the Trustees of the Funds unless a signed copy of this Agreement or other document binding the Employer to the obligations hereto is on file.

The monthly contribution period shall include the Employer's last full bi-weekly pay period of the month reported on report forms furnished by the Funds. Said report and contribution payments are due and payable on or before the twentieth (20th) day of each month for all amounts due for the preceding month(s) and forwarded in accordance with the instructions on the forms. Failure on the part of the Employer to pay the amounts due by him shall be deemed a breach of this Agreement by the Employer."

3. Southwest Ohio Residential Agreement 2014-2017 between West Central Ohio Division General and Forming Contractors Section of the Labor Relations Division Ohio Building Chapter, Inc. Associated General Contractors of America and Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America.

ARTICLE VI. WAGE RATES AND CONTRIBUTIONS

Section 2. The Employer agrees to participate in and make contributions towards the appropriate Fringe Benefit Funds as set forth in the attached Appendix, the contents of which are hereby incorporated herein.

Section 3. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Fringe Benefit Funds referenced in the attached Appendix. The audit or examination shall be performed by the appropriate Fringe Benefit Fund(s) auditor or by its/their agents; provided, however, at the Employer's request and own expense, such audit or examination shall be performed by an independent certified public account acceptable to the Fringe Benefit Fund(s). If, as a result of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) is discovered, the Trustees of the Funds may assess their costs in performing the audit or examination to the Employer, and said costs shall be collectible as any other amount due from the Employer of the Funds.

Section 4. The respective Trustees and their respective successors in office under each of the Agreements and Declarations of the Trust of the Fringe Benefit Funds referenced in the attached Appendix shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of the said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to use on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer.

The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.

Section 5. The contribution and deductions designated in the Appendix shall be due on the fifteenth (15th) day of each calendar month for the hours worked during the preceding calendar month and shall be sent with an appropriate reporting form to C.P.I., except as herein provided.

Section 6. Any Employer who is delinquent in making its payments as herein required or who fails to file an accurate and acceptable monthly report by the thirtieth (30th) day of the calendar month in which the report, contributions and deductions are due shall be subject to one (1) or more of the following:

- A. A liquidated damage assessment on behalf of the Funds based on the current interest rate charged by the Internal Revenue Service for late payments of Federal income taxes.
- B. The services of the Employees may be withheld from the Employer after the provision of at least five (5) days' notice to the Employer by telegram or certified mail of the Union's intention to do so because of the Employer's delinquency. No such work stoppage shall be considered a breach of this Agreement or any other Agreement.
- C. The Employer may be required to post a bond of double the delinquent amount of Ten Thousand Dollars (\$10,000.00), whichever is greater.
- D. The Employer may be required to remit the required report, contributions and deductions on a weekly, rather than monthly, basis.

4. Southwest Ohio Floorlayers Agreement 2014-2019 between the Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and the signatory employer that executes the agreement.

PENSION FUND

Section 1. The COMPANY agrees to contribute to the Southwest Ohio Regional Council of Carpenters Pension Plan, or its successor for each straight time and each overtime hour worked by Employees covered by this Agreement at the contribution rates then in effect as set forth in the Appendices which the UNION shall make available to the COMPANY.

Section 2. The COMPANY shall make its Pension Fund contributions to the Corporate Trustee.

Section 3. The COMPANY shall pay its contribution to the Corporate Trustee monthly on or before the 20th day of each calendar month on account of hours for which it compensates Employees during the preceding calendar month. With each such payment, the COMPANY shall deliver to the Corporate Trustee a schedule relating thereto in such form as the Board of Administration of such Plan requires. The Board of Administration of said Plan may require weekly contributions from the COMPANY to the extent provided in paragraph (b) of Section 2.3 of the Pension Plan Agreement.

Section 4. The COMPANY hereby adopts the Pension Fund's Agreement and Declaration of Trust and consent to the appointment of the current and all future management Trustees.

5. **Labor Management Agreement by and between the City of Cincinnati and the Cincinnati Building Trades Council (as agent for the Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America), effective August 1, 2015.**

**"ARTICLE 17
RETIREMENT SYSTEMS**

All Bargaining Unit employees may remain in their current retirement system, subject to the rules, regulations, and the requirements enacted by the appropriate governing body. All future new hires, who are not currently in a State of Ohio public retirement system, shall become members of the City of Cincinnati Retirement System."

6. **Millwrights Local No. 1090, Southwest Ohio, Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and the signatory employer that executes the agreement, effective date September 1, 2016.**

Section 10

Pension

The employer hereby agrees to pay each month the per hour contributions amounts set forth below to a pension fund for each employee covered by this agreement as follows; all pension contributions shall be paid as per hours worked as per wage sheet. The contributions payments of the employer shall be used exclusively to provide pension benefits to eligible employees in such form an amount as the trustees of the pension fund may determine, including allowances for the organization and administration expenses of the pension fund. The pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives from Employers and the union, which agreement and declaration of trust, together with any amendments thereto shall be considered as part of this agreement as through set forth here at length. No contributions shall be accepted by the trustees of the funds unless a signed copy of this agreement or other document binding the employer to the obligations hereto is on file. The monthly contributions period shall include the employers last full weekly pay period of the month reported on report forms, furnished by the fund. Said report and contributions payments are due and payable on or before the fifteenth (15) day of each month of all amounts due for the preceding months and forwarded in accordance with the instructions on the forms. Failure on part of the employer to pay the amounts due by him shall be deemed a breach of this agreement by such employer.

7. **Highway – Heavy Construction Agreement between the Labor Relations Division of the Ohio Contractors Association and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America, effective date May 1, 2016.**

**ARTICLE XVII
FRINGE BENEFITS**

17.1. **Health and Welfare Plan:** The Contract shall make contributions to the Health & Welfare fringe program as required under the schedule of Wages for the area covered as listed under Exhibit "A." The Contractor shall be bound by the Trust Agreement established for the appropriate Fund. It is agreed

that the provisions of the Trust fund as established by the Trustees, including rules of eligibility and all other terms and conditions, shall become a part of this Agreement as though fully written herein.

17.2. For the purpose of this provision, the rate of contribution to the Health & Welfare Fund and or the Pension Plan shall be established by this Agreement under Exhibit "A" and may only be changed upon a written notice from the Trustees to the parties to this Agreement at least forty-five (45) days in advance of any wage adjustment due under terms of this Agreement. Payments by the Contractor shall be made for all hours paid, including Reporting pay and/or Show Up Pay. The contractor shall make the payments required in a manner prescribed by the Trustees of said Welfare Fund on a form provided by the appropriate Union or Fund office.

17.3. The Contractor agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligation imposed by this Article.

17.4. The Contractor shall make payments to the appropriate Fringe Benefit Fund within fifteen (15) days from the end of the month during which the employment occurred. Any penalty for late payment shall be established by the Trustees of the affected Fund.

17.5. The Contractor, upon request to the Trustees, shall be given a copy of the Trust Agreement established for the Fund.

17.6. Pension Plan: The same rules as provided for Health & Welfare shall apply to Pension Fund payments required under terms of Exhibit "A" in this Agreement.

8. Middletown Energy Center, Middletown, Ohio, Community Development Agreement between Gemma Power Systems, LLC and the Butler County Building & Construction Trades Council.

ARTICLE X
WAGE AND BENEFITS

SECTION 2. The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A.