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Building Contract Agreement
between Laborers' Local 894
and Akron Division of the
A. G. C. of Ohio, Inc. has been
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Laborers-Employers Cooperation and Education Trust
152 Dorchester Sq • Westerville, Ohio 43081



BUILDING AGREEMENT

Between
LABORERS' LOCAL 894
AKRON, OHIO

Laborers' District Council of Ohio
Laborers' International Union
of North America

2016 - 2020



and
Akron Division
Associated General Contractors
of Ohio, Inc.

June 1, 2016 through May 31, 2020

Geographical Jurisdiction of
Summit, Portage & Medina Counties

Laborers' Local 894
Affiliate of
Laborers' International Union of North America



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TABLE OF CONTENTS

Item	Page
PARTIES TO AGREEMENT	L-1-2
ARTICLE I Geographical Area and Work Jurisdiction	L-2
Pre-Job Conference	L-3
Par. 1: Wage Rates, Fringe Benefits and Classifications of Laborers	L-4-5
Deductions, Watchmen, and Prevailing Rate Provisions	L-6
Toxic/Hazardous Waste Laborers	L-6-8
Apprenticeship Program	L-8-10
Work Definitions	L-11-19
ARTICLE II Fringe Benefits and Dues Assessments Check-Off, and District Council Fees (D.C.)	
Par. 1: Contributions to Fringe Benefit Programs	L-20
Par. 2: Health and Welfare Insurance, Pension, and LECET	L-21
Par. 3: Dues Assessments Check-Off and District Council Fees	L-21
Par. 4: Reporting, Non-Payment Fringes	L-22
Par. 5: Enforcement	L-22
Par. 6: Parties to Health and Welfare	L-22
Par. 7: Hard Dollar Political Contributions	L-23
ARTICLE III Construction Industry Development Board, Inc. (CIDB)	
Par. 1: Condition of Employment	L-23
Par. 2: CIDB's purpose to advance the Construction Industry	L-23
Par. 3: Monthly Reporting Form	L-23
Par. 4: Representation	L-24
ARTICLE IV Working Conditions	
Par. 1: Regular Work Day and Week	L-24
Par. 2: Shift Work	L-24
Par. 2a: Four-Day Work Week	L-24
Par. 3: Holiday Work	L-25
Par. 4: Job Site Injuries	L-25
Par. 5: Morning Break	L-25
Par. 6: Lunch Break	L-25
Par. 7: Show-Up Time	L-25
Par. 8: Election Day	L-25
ARTICLE V	
Par. 1: Pay Day	L-26
ARTICLE VI Union Security	
Par. 1: Union Membership	L-26
Par. 2: Failure to Comply, Termination	L-26
Par. 3: Employers' Rights	L-27
Par. 4: Proof of Compliance	L-27
ARTICLE VII Employer Security	
Par. 1: Union Recognition	L-27
Par. 2: More Favorable Rates & Conditions Clause	L-27
Par. 3: Management Rights	L-28

TABLE OF CONTENTS

(continued)

Item	Page
ARTICLE VIII	Industry Security L-28
ARTICLE IX	Grievance and Arbitration Procedure
Par. 1:	Filing Grievance L-29
Par. 1a:	Procedure L-29
Par. 1b:	Joint Arbitration Board L-29
Par. 2:	Fees and Expenses L-30
ARTICLE X	Mutually Agreed Conditions of Work
Par. 1:	Definition of Mutually Agreed Conditions of Work L-31
Par. 2:	Violation of Mutually Agreed Conditions of Work..... L-31
Par. 3:	Beverages – On Job L-31
Par. 4:	Parking L-32
ARTICLE XI	
Par. 1:	Safety and Hygiene L-32
Par. 2:	OSHA L-32
ARTICLE XII	
Par. 1:	Drug and Alcohol Abuse Programs..... L-33-35
ARTICLE XIII	Hiring Procedure
Par. 1:	Recall of Former Employees L-35
Par. 2:	Hiring of New Employees L-35
Par. 3:	Union Function Regarding Hiring L-36
Par. 4:	Non-Discrimination Clause L-36
ARTICLE XIV	
Par. 1:	Stewards L-36
Par. 2:	Steward Certification L-37
ARTICLE XV	
Par. 1:	Future Fringes L-37
ARTICLE XVI	Subcontracting L-38
ARTICLE XVII	Bond L-38
ARTICLE XVIII	Duration and Notification L-39
ARTICLE XIX	Acceptance of Agreement
	Signature of Parties to Agreement L-40
ADDENDUM A	Laborer’s Code of Performance Model Hiring Clause L-41-42
	Acknowledgement Form..... L-43
	Notice of Termination Form L-45

2016

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2017

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2018

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2019

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2020

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BUILDING AGREEMENT

This Agreement is made and entered into by and between Laborers' International Union of North America and Laborers' District Council of Ohio, Local Union No. 894 (hereinafter called the **"Union"**) and Akron Division A.G.C. of Ohio, Inc. (hereinafter referred to as **"Representative"**) and each member thereof who has assigned to it their bargaining rights, subcontractor or agent thereof and any other contractor, who becomes signatory to this Agreement (hereinafter called the **"Employer or Contractor"**), is entered into this first (1st) day of June, 2016, and this Agreement shall remain in effect through May 31, 2020.

WHEREAS, the purpose of the Representative, the Union and Employer or Contractor in entering into this Labor Agreement is to set forth an Agreement on rates of pay, hours of work and other conditions of employment so as to promote orderly and peaceful relations between the Employer and the Employees represented by the Union and to achieve the highest level of performance consistent with safety, good health and sustained effort; and

WHEREAS, the parties hereto desire to enter into an Agreement to accomplish the aforesaid and prevent strikes and lockouts and to bring about peaceful adjustment of any disputes which may arise from time to time between the parties hereto;

NOW THEREFORE, the parties hereto acknowledge the following, agreeing to be bound thereby:

This Agreement shall be binding on the parties hereto, their respective successors and assigns, and it is the intent of the parties that this Agreement shall remain in effect for its full term.

The Representative shall immediately notify the Union as soon as it contemplates or enters into any Agreement, either written or oral, delegating, assigning, or transferring, in any manner, the ownership or control of its function or business, and shall provide the Union with all relevant information pertaining to the transfer. The Representative acknowledges and agrees that any instrument of assignment or transfer shall require the succeeding party in interest to execute and assume all obligations contained in this Agreement.

The Union shall notify the Representative as soon as it contemplates transferring, in any way, its collective bargaining rights to another labor organization and shall provide the employer with all relevant information pertaining to the transfer. The Union agrees that any instrument of transfer shall require the succeeding labor organization to execute and assume all obligations contained in this Agreement.

ARTICLE I Geographical Area and Work Jurisdiction


Geographical Area: This Agreement shall be binding upon both parties on all building construction work in **Summit, Portage and Medina Counties, Ohio.**

All work performed under the terms of this Agreement within the geographical jurisdiction of Local 894 shall be performed by members of Local 894 with the exception of "Key Person". Key Person shall mean those employees who are regularly and customarily employed by the Employer whenever they have work and who have been employed by them sometime during the past twelve (12) months. Key person have special knowledge, skills and experience with the Employer's operations and with regards to the work being done under this Agreement. Employers who wish to use Key Person under this agreement shall put the request in writing to Local 894 and present at the pre-job meeting, it shall include the job name, location, and Key Person being requested. Local 894 may grant approval after the pre-job meeting.




The jurisdiction of this Agreement covers all Laborers' work performed on building construction as given by charter grant to the Laborers' International Union from the American Federation of Labor-CIO.

Jurisdiction: The jurisdiction of this Agreement covers all employees employed by the Akron Division, Associated General Contractors of Ohio, Inc., members who have assigned to it their bargaining rights, and any person, firm or corporation who as a Contractor becomes signatory to this Agreement performing work in building construction as given by charter grant to the Laborers' International Union from the American Federation of Labor-CIO.



Par. 1: The agreed rates and classifications shall apply uniformly to all Employees covered by this Agreement in each County of Summit, Portage and Medina for Building class of work. Rates and classifications shall apply to all Employees performing work within the jurisdiction of Laborers' International Union of North America, Local Union No. 894, AFL-CIO, as awarded by the Laborers' International Union of North America, AFL-CIO and the Building Trades Department of the AFL-CIO.



Pre-job Meeting: All Contractors: A pre-job meeting is mandatory for all contractors. All requests for specialty training, certification, key person and/or project requirements shall be made known at the pre-job meeting.

Laborers' Local Union No. 894

Jurisdiction for Summit, Portage & Medina Counties

Wages and Fringe Benefits of Laborers

Commercial and Industrial – New Construction

Effective June 1, 2016 through May 31, 2020

Rates of Pay

	<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>	<u>6/1/2019</u>
Increase	\$ 1.00	\$ 1.05	\$ 1.05	\$ 1.05
GROUP A	\$29.57	\$30.62	\$31.67	\$32.72
GROUP B	\$29.72	\$30.77	\$31.82	\$32.87
GROUP C	\$29.77	\$30.82	\$31.87	\$32.92
GROUP D	\$30.07	\$31.12	\$32.17	\$33.22
GROUP E	\$24.60	\$25.65	\$26.70	\$27.75

Foreman: \$1.00 minimum above the highest classification working under him. All Labor Foremen will be paid \$1.00 above rate when three (3) or more individuals are on a project. When a project consists of ten (10) or more Laborers there will be a General Foreman and Labor Foreman, one (1) of which will be a member in good standing of Local Union No. 894 for more than one (1) year.

Fringes Paid on all hours worked

(in addition to the hourly rate of pay)

	<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>	<u>6/1/2019</u>
H& W	\$6.70	\$6.70	\$6.70	\$6.70
PENSION	\$3.20	\$3.20	\$3.20	\$3.20
T & A	\$.40	\$.40	\$.40	\$.40
CIDB (GC)	\$.33	\$.35	\$.37	\$.39
LECET	\$.10	\$.10	\$.10	\$.10

Deductions: Four per cent (4%) of gross wages for working dues assessments and thirty-five cents (\$.35) for every hour worked for District Council and DEROC.

CLASSIFICATIONS

- Group A Building and Construction Laborer, Welder's Helper, Carpenter's Tender, Landscape Laborer, Concrete Bucket Tender, Concrete and Construction Specialist, Asbestos Laborer, Toxic / Hazardous Waste & Lead Abatement Laborer - Level D.
- Group B Air Driven Boring Machine, Tamper Operator, Asphalt Raker, Paving Bed Maker, Concrete Puddler on Building Work, Concrete Batch Dumper, Mason Tender, Materials Batch Mixer, Wire Mesh Handler, Hook-Up on Demolition Work, Scaffold Erector, Structural, Precast Erector, Power Tools—Air, Gas or Electric, Toxic / Hazardous Waste & Lead Abatement Laborer - Level C.
- Group C Pipe Layer, Rock Driller, Mucker-Tunnel, Burner, Form Setter, Power Saw, Jackhammer, Bottom Man, Hod Carrier, Power Buggy or Power Wheelbarrow, Bob Cat, Skid Steer Work and or similar, Telehandler / Forklift, Toxic / Hazardous Waste & Lead Abatement Laborer - Level B.
- Group D Guniting Nozzle Man, Tunnel Miner, Water Link Caulker, Dynamite Man, Structural Precast Welder and Layout, Pump Hose Nozzle Man, Toxic / Hazardous Waste & Lead Abatement Laborer - Level A.
- Group E Watchman

OTHER WAGE PROVISIONS

Deductions

Deductions are four percent (4%) of gross wage for working dues assessments and thirty-five cents (\$.35) for every hour worked for District Council Dues Assessments.

Watchmen

Straight time shall be paid Watchmen for work performed in any Monday through Friday. Overtime shall be construed and paid in accordance with the overtime provisions of **Article IV**.


Prevailing Rate Applicable

When a Laborer is employed by a Contractor who employs other trades that have market recovery rates and the prevailing rate is paid to the other trade, then the prevailing rate shall also be paid to the Laborers.

WAGE GROUPINGS for Toxic / Hazardous Waste and Lead Abatement Laborer


For Laborers working in an exclusive or “hot” area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All three of the ensembles increase physical and mental stress, as well as increase the risk of certain types of worker-related injuries.

Level A (Wage Group D) protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or Immediately Dangerous to Life and Health (IDLH). This ensemble includes a Fully



Encapsulated Chemical Suit (moon suit), Self-Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves; cool vests and voice-activated radios are optional equipment sometimes worn. Level A ensembles provide the highest level of protection from contaminants, but place the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increase the risk of normal job-related injuries; i.e., slips, falls, caught between, etc.

Level B (Wage Group C) protective equipment includes a Chemically Resistent Splash Suit and a SCBA or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level A situation.



The Level B ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of normal job-related injuries is greatly increased.

Level C (Wage Group B) protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available.

This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to the suit, and respiration is more difficult due to the inherent restrictions to breathing in an APR. Also, normal job-related injury risk will be nearly as high as for Level B equipment.

Level D (Wage Group A) to be worn only in established “safe zones” may consist of, from normal work clothes to normal skin protection such as gloves, face shields, goggles, coveralls and occasionally respiratory protection.

APPRENTICESHIP PROGRAM

Par. 1: The Association and the Union hereby adopt an apprenticeship program to be administered by the Ohio Laborers’ Training and Apprenticeship Fund (formerly, Ohio Laborers’ Training and Upgrading Fund) (“**Fund**”) which will establish a program for the training and utilization of registered apprentices on construction sites. The program and contributions to it shall be in compliance with the Labor Management Relations Act and the federal and state requirements for approved apprenticeship programs. The trust agreement provisions and the rules for eligibility and regulations created by the Trustees overseeing the Laborers’ Training and Apprenticeship Fund are incorporated by reference and will be made available upon request by any contributing Employer.

Par. 2: All registered apprentices shall be under the direction and control of the Board of Trustees of the Laborers’ Training and Apprenticeship Trust Fund, which will administer the Apprenticeship Program and serve as the Joint Apprenticeship and Training Committee (“**JATC**”) with full power and authority to promulgate standards of apprenticeship applicable to this Agreement.

Par. 3: The Employer contribution to the amended Fund shall remain unchanged and be in the amount of contributions required for the Fund set forth in the Agreement.

Par. 4: The ratio of apprentices to Laborers shall be no less than one competent and qualified Laborer to one apprentice for the first apprentice on the job, and four competent and qualified Laborers to one apprentice thereafter. There shall

be no commingling of apprentices onto one or more specific job sites, as the ratio must be maintained for each project.

Par. 5: Every employee of a Employer who comes within the scope of the Agreement shall be considered a Laborer unless registered as an apprentice under the Laborers' Training and Apprenticeship Fund.


Par. 6: Apprentices shall work under the supervision of competent and qualified workers on the job. Instruction in safety and safe work practices will be part of job instruction, in addition to that included in related off-job instruction.

Par. 7: Any person entering but failing to maintain and complete his or her apprenticeship, as determined by the JATC shall not be employed by the Employer as a journeyworker under this Agreement for the duration of the remaining apprenticeship period.



Par. 8: The amount of wages to be paid the apprentice shall be at a percentage or graduated wage scale of the Laborer for the class of work and work location set forth in the Agreement, as follows:

Apprenticeship Hours Accumulated	Percentage of Wage Scale
0 – 1000	60 percent
1001 – 2000	70 percent
2001 – 3000	80 percent
3001 – 4000	90 percent
4000+	100 percent

The above percentages are calculated on the base wage rate only. The apprentice shall receive full payment on his or her behalf into the fringe benefit programs at the rate called for in the Agreement. In no instance shall the starting rate be less than the hourly minimum of the Fair Labor Standards Act.



Par. 9: The Ohio Laborers' Training and Apprenticeship Trust Fund shall formulate rules and regulations necessary to administer the apprenticeship program to govern eligibility, registration and education to meet the needs and requirements of the program and in compliance with federal and state apprentice guidelines. The purpose of the program is to supply apprentices to Employers signatory to the Agreement and the program will require apprentices trained under the program to continue in the employ of signatory Contractors during and after completion of the program. Any registered apprentice who goes to work for a non-signatory employer shall no longer be eligible for the program and shall repay to the Ohio Laborers' Training and Apprenticeship Fund the cost of any schooling or training in an amount established by the Fund. The cost of training shall be repaid to the Fund if the individual who completes apprentice training goes to work for a non- signatory contractor within the number of years following completion of training as established by the Ohio Laborers' Training and Apprenticeship Trust Fund.



Par. 10: A signatory Employer to this Agreement may refer applicants to the Ohio Laborers' Training and Apprenticeship Trust Fund for proposed inclusion in the apprentice program, provided it has no registered apprentice on layoff. Unless and until accepted, the referred applicant shall not be eligible for an apprentice rate.

Par. 11. A signatory Employee may request the local union having jurisdiction over the work area covered by the specific project for apprentice referrals who, if referred, will serve as the employee hired through the local union.

Work Definitions

It is further agreed that the following definitions apply to the classifications as outlined in classification Groups A through E.

Parking: A Laborer will be used when the Contractor requires an employee to spot cars for parking purposes.


Scaffolding: Staging, building, raising, moving and dismantling of all scaffolding for Laborers, Cement Masons, Brick Masons, Plasterers, or when used for underpinning or shoring, regardless of height shall be performed by Laborers.

All other building, raising, moving and dismantling of scaffolding for other trades, and/or overhead protection/canopies, up to 14' in height shall be performed by the Laborers. Staging of all scaffolding for other trades and/or overhead protection/canopies regardless of height shall be performed by the Laborers.

It is further agreed that Laborers working on swinging scaffolds and stacks shall receive thirty cents (\$.30) per hour premium.

Excavating and Foundations: Excavating for buildings and all other construction, including airport construction, filtration plants, sewage disposal plants and waterworks, digging of trenches, pier foundation and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, wells, cylinders, dams, dikes, subways, grading, pitman, driving sheeting by maul or jack hammer, also the signaling of all work described herein, including direction of traffic and flagger on the job site. Handling and installation of well points or any other dewatering system.



Shafts and Tunnels, Subways and Sewers: Construction of sewer shafts, tunnels, subways, culverts, all underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of materials from the tunnels and shafts. The cutting,




drilling and installation of material used for timbering or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumcreteing or guniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. All concrete work as described above in addition, the hooking on, signaling and dumping of concrete and material. Installation of well points or any other dewatering system.

General Excavating and Grading: All clearing of sites, trees, brush and disposal of same; tamping, filling, back filling, grading and landscaping. Landscaping consists of preparing the soil, digging of holes, planting of trees, shrubs, seed, straw and fertilizer where unskilled or semi-skilled Laborers are connected therewith.


Concrete, Bituminous Concrete and Aggregates: Concrete, bituminous concrete and aggregates for walls, foundations, floors, or any other construction. Mixing, handling, conveying, grouting, rough grading, pouring in, piling, vibrating, guniting and otherwise applying concrete, whether done by hand or any other operation of motorized wheelbarrows or buggies, or machines of similar character, whether run by gas, diesel or electric power; cutting of nails, wallties, carrying reinforced rods and mesh, chipping and roughing by hand or any other process; wrecking, stripping, dismantling and handling of concrete forms; pouring, repairing of sidewalks, driveways, filling stations, parking lots, preparing and grading, tamping of earth and excavating of all floors, sidewalks, etc. Placing of concrete aggregates, whether poured, pumped, guniting or placed by any other process. The assembly, bracing, propping, uncoupling of all connections and parts of, or to, equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning up of such equipment, parts and/or connections. The aging, curing, of compounds and sprinkling of foundations of buildings and structures. This includes temporary protective covering of all kinds, before and after any concrete pours.






The building of all runways, ramps required to convey and place concrete or other aggregates shall be the work of the Laborers. The cleaning of tools, machinery, equipment and the mixing of dry shake after the pour shall be the work of the Laborers. When conveyors are being used for placing concrete and are being handled by hand, a sufficient number of Laborers will be used. All concrete work as described, above and in addition to the hooking on, the unhooking of the bucket, placing, signaling, of all concrete and other aggregates shall be the work of the Laborer.

Utilities and Pipelines: All sewer, gas, water, electric, steam and drainage, excavating, digging pipe-laying (nonmetallic) filling, backfilling, when done by hand. Distribution of materials used on above work, also concreting and grouting. In no event will any Laborer be permitted to work in depth that is considered hazardous without being properly sheeted, braced and made safe to work.




Drilling and Blasting: All work of drilling, jack hammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying out of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges.



Mason Tender: Distribution of all materials used by a brick mason by any method including distribution by motorized wheelbarrows, power pulleys, walk along forklift trucks or other machines of similar or like characteristics, whether driven by gas, diesel, or electric power, including the hooking on and signaling for the same, shall be the work of the Mason Tender. This includes brick, mortar, tile, block, stone, ringing signal bells on elevator hoists.


The pouring, puddling and vibrating of all masonry walls with concrete, grout, vermiculite, sand, insulation or any other materials, saw cutting and placement of large stones shall be the work of the Laborer.




Plasterer Tender: Distribution of all materials used by a plasterer by any method shall be the work of a Plasterer Tender. When pumped, the assembly, uncoupling, bracing, propping of all connections and parts of or to equipment used in mixing or conveying, also, operation of equipment used. Tending salamander, cleaning of plaster debris, which includes scraping, sweeping and any necessary washing of floors, walls and windows and ringing signal bells on elevator hoists.

Cement Mason Tender: All distribution of all materials used by a Cement Mason by any method shall be the work of the Cement Mason Tender; excavating, tamping and finished grading of all driveways, sidewalks, basement, floors, aprons.

All concrete work for walls, foundations, floors, or any other construction; mixing, handling, conveying, grouting, and otherwise applying concrete whether done by hand or any other process; cutting of nails, wires, wallties, raising reinforced rods, mesh, chipping, and roughing by hand or any other process and ringing of signal bells in elevator hoists.




Temporary Heat: When temporary heat is required for concrete work, plaster work, masonry work or to supply protection to workers or to heat shanties, the tending of these salamanders, or propane heaters, shall be the work of the Laborers.




Carpenter Tender: When stripping in its entirety of all deck forms, Ceco pans or similar type pans, panel forms, plastic, fiberglass or paper forms, plywood decks, beam bottoms, beam sides and column forms, the Laborer shall be equally represented. The stripping of concrete forms that are wrecked or are not to be reused shall be the work of the Laborer. The moving, cleaning, pulling of nails, oiling and carrying of forms to the nearest point of erection or to a stockpile or stockpiles as designated by the Contractor shall be the work of the Laborer.

Where power is used in the moving, loading or unloading of concrete forms and other materials as assigned, the handling, rigging and signaling to a stockpile or stockpiles shall be the




work of the Laborer. Hand lines used to raise or lower concrete forms or other materials as assigned to a stockpile or stockpiles shall be manned by the Laborer.

All owner furnished and installed items are to be excluded from this agreement, unless being installed by a Local 894 Signatory Contractor. When furniture that is assembled arrives on the jobsite, it shall be unloaded by the Laborer. All crated, boxed, cartoned or wrapped items that are to be used or installed by the Carpenter shall be unloaded to a stockpile or stockpiles at the nearest point of erection as designated by the Contractor by the Laborer. These items shall include, but are not limited to, cabinets, fixtures, trim materials, hardware, paneling, molding doors, metal door bucks, door jambs, etc. All trim materials not crated, boxed, cartoned or wrapped such as cabinets, fixtures, hardware, paneling, molding, doors, door jambs, etc., shall not be unloaded by the Laborer. When a mixed load arrives the Laborer shall be equally represented during unloading.




Planking, shoring, scaffolding, beaming materials, runways, concrete forms, plywood not used for trim and drywall shall be unloaded to a stockpile or stockpiles as designated by the Contractor by the Laborer.



The Laborer shall carry material to a stockpile in or near saw shed and after being processed the Laborer will then carry to a stockpile at the nearest point of installation.


The placement, pick-up and storage of portable generators and extension cords shall be the work of the Laborer.

On temporary enclosures, protection, canopies or windbreaks, the covering materials such as tarps or visqueen shall be placed in position by the Laborer. On temporary removals or relocations of such enclosures, the Laborer shall remove coverings and replace when in new position. On final removal of such enclosures and when frame work is reduced to material, all dismantling and removals shall be the work of the Laborer.




Cleaning: Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction areas. The general clean-up, including sweeping, cleaning of fixtures, washdown and wiping on construction facility, equipment and furnishings including crates, boxes, package waste material. Clean-up mopping, washing, waxing and polishing or dusting of all floors or areas. The cleaning of windows, whether interior or exterior, on all buildings prior to the acceptance of the building by the owner, shall be the work of the Laborer. All of the above work shall apply, not only to general contractors, but to all subcontractors whose work comes within this jurisdiction, whether mechanical or otherwise.

Vacuuming: The manning and operation of all motor driven vacuum systems (wet or dry) shall be the work of the Laborer.



Watchmen: When Watchmen are required on any construction site, excluding security watchmen, they shall be members of Local 894, and they shall not be engaged in, or required to do any work covered by other classifications or sections in this Agreement. They shall not be required to carry sidearms or any other type of weapons.



Wrecking: The wrecking or dismantling of partial or complete buildings and all structures, including all demolition and alterations in industrial plants, commercial and noncommercial work. Breaking away roof materials, homes of all kinds, with use of cutting or other wrecking tools, as necessary. Burning, or otherwise cutting, all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning,

backfilling and renovating, the wrecking and partial wrecking of all fixtures, counters, partitions, walls, floors, shelves, asbestos removal and hazardous waste removal, etc., when not salvageable, shall be done by the Laborer.

Toxic/Hazardous Waste: All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

When dangerous atmospheres are present so that an employee is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, that employee shall receive the Group A hourly rate. Reasonable dress-up time and clean-up time allowed. The first bargaining unit employee on the job will be designated the steward, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered “safe zone” area shall be provided. There shall be wash-up facilities on all toxic/ hazardous waste sites.

Lead Abatement: Demolition, removal and disposal of any lead contaminated materials shall be the work of the Laborer.

Radiation Workers: Any Laborer who has satisfied all applicable security laws and security rules established by the owner, who is otherwise eligible to wear dosimetry or any other radiation monitoring device, shall upon hire, be paid at the rate specified for Special Hazards Laborers.


Asbestos Abatement and Toxic Waste: Asbestos Abatement—All asbestos abatement will be done in accordance with OSHA Construction Standards 29. CFR 1926.58 Asbestos, Tremolite, Anthophyllite, and Actionolite, and applicable Ohio state standards and laws for asbestos abatement. This is to include respirators, protective clothing, showers and towels, lunchrooms, training and physicals and enclosures and whatever else is covered under these laws.

All work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos and or toxic waste will be assigned to the Laborers. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment normally used in the handling, control, removal or disposal of asbestos and toxic waste: the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

Hazardous Waste Laborers' Job Classification: The duties would include clearing brush and trees, installing fence and erosion curtains, building dikes with sandbags and/or soil and lining with plastic materials, site cleaning such as removal of steel, wood, trash, etc. In addition they would be involved in locating buried lines, sewer, and drums, and establishing their condition, overpacking, applying absorbants to leaking material, handling and rigging of all materials and general clean-up of leaked materials and chemicals. Also with the proper training the Laborer would open sample drums, label and pump liquids from drums into other containers. The Laborer would be responsible for the decontamination of all tools, equipment, and personnel on site. Lining truck beds with plastic, operating pumps and equipment necessary to drain or fill ponds, lagoons, and slurry walls would also be Laborer's tasks.

Lead Base Paint Abatement Laborers' Job Classification: The abatement and disposal of Lead-Base Paint is an environmental and occupational hazard and not a preparation for painting. The members of the Laborers' International Union of North America claim all the work related to the abatement and disposal of Lead-Base Paint on both exterior and interior structures.


The duties would include all work in connection with the handling, control, removal, stripping, abatement, encapsulation or disposal of Lead-Base Paint and related residues.




The work task shall include, but not be limited to the erection, moving, servicing, and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment normally used in the handling, control, removal or disposal of asbestos; the bagging, cartoning, crating or otherwise packaging of materials for disposal.

The Laborer would be responsible for the decontamination of all tools, equipment, and personnel on site.

Use of Tools: Operation of all hand tools, pneumatic, electric motor, combustion or air driven tools or equipment necessary for performance of the work described herein shall be the work of the Laborer. On a job requiring a tool shanty or tool room, said tool shanty or room shall be tended by a Laborer if Employer determines tending is required.



The operation of forklifts, all-terrain forklifts, skid steer loaders, mini-excavators, compact back-hoe loaders, utility tractors, motorized wheelbarrows, buggies, skid steer type tract loaders, boom trucks, walkalong cranes, buck lifts, temporary elevators, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned work jurisdictions shall be the work of the Laborer.



Disputes: In the event of a dispute over an assignment of work, there shall be no work stoppage while arbitration procedures are activated.



ARTICLE II
Fringe Benefits and Dues Assessments Check-Off
and District Council Fees (D.C.)

Par. 1: CONTRIBUTIONS TO THE OHIO
LABORERS' FRINGE BENEFIT PROGRAMS

It is mutually agreed that the provisions of the Agreements and Declarations of Trust of the following funds administered and/or collected by the Ohio Laborers' Fringe Benefit Programs:

- Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund
- Laborers' District Council and Contractors Pension Fund of Ohio
- Ohio Laborers' Training and Apprenticeship Trust Fund
- Ohio Laborers' District Council - Ohio Contractors Association Cooperation and Education Trust

and any rules, regulations or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein and in the case of any conflicting language, shall supercede any provision herein relating to fringe benefit contributions. All Contractors bound hereby irrevocably designate the Contractor Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declaration of Trust.

Fringe benefit contributions shall be paid at the rates specified in this Agreement for all hours paid to each employee by the Contractor under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include reporting hours (actual hours worked) which are paid.

It is further understood and agreed by and between the parties that duly authorized representatives of any of said



Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Contractor is obligated to make contributions.

Reports of employees who have worked, the number of hours that they have been paid and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. If contributions are not received by the fifteenth (15th) day of the month following the month in which the work was performed, the Employer will be subjected to and agrees to pay liquidated damages of ten percent (10%) for each month the Employer is delinquent to cover the additional cost and expenses of continuing administration during the period of delinquency plus interest of one percent (1%) per month on the unpaid balance and any and all costs of collection including reasonable attorney fees.

All contributions included in this paragraph are as follows: Health and Welfare, Pension, CIDB, Training and Apprenticeship, and LECET.

Par. 2: HEALTH AND WELFARE INSURANCE, PENSION AND LECET - It is hereby agreed between the parties that it is a condition of employment that fringe benefit contributions as outlined in the wage schedules will be paid directly for each hour worked by all Employees covered by this Agreement. Said contributions will be paid directly to the Ohio Laborers' Fringe Benefit Programs Office, P.O. Box 790 Westerville, Ohio 43081.

Par. 3: DUES ASSESSMENTS CHECK-OFF AND DISTRICT COUNCIL FEES - It is agreed that four percent (4%) of the gross rate per hour for each hour worked by Laborers will be deducted from their pay weekly. In addition, Employers shall also deduct from the wages of employees District Council working dues in the amount of

thirty-five cents (\$.35) for each hour worked. These funds will be forwarded once each month to the Union office in accordance with instructions given on the Monthly Combined Report Form. It is further agreed that the Employer will pay such Dues Check-off and District Council fees no later than the 15th of the month following the month wherein the hours are worked.

Par. 4: It is further agreed by the parties that the non-payment of contributions by the Employer shall constitute a violation of this Agreement. The Union, at its option, may declare this Agreement terminated upon five (5) days written notice to the Representative. Such violation shall constitute a waiver of any damages by reason of a strike against an Employer after five (5) days and the Employer hereby waives any rights under this Agreement arising out of such strike when such five (5) days notice is given.

Par. 5: If the Union herein elects to strike to enforce this Agreement and such strike is terminated and the contributions in arrears are paid in full by the Employer, then in such event it is further agreed that this Agreement shall reinstate itself and all terms and conditions of such Agreement shall remain in full force and effect for the term contained in this Agreement.

Par. 6: The provisions of this Article shall cover Employer members of the Akron Division, A.G.C. of Ohio, Inc., who have authorized the Association to bargain on their behalf, and all contractors and Employers who hereafter become signatory to this Agreement and the members of any other Association of Contractors who by agreement are obligated to make contributions to the Funds heretofore established. The provisions of the Trust Agreement, Rules of Eligibility and regulations created by the Trustees for the administration of the Fund are a part of this Agreement and are incorporated herein by reference as if fully rewritten and binding upon the parties thereto and the beneficiaries.

Par 7: **HARD DOLLAR POLITICAL CONTRIBUTIONS**
– Employees may voluntarily contribute, by payroll deduction, to the Laborers’ International Union of North America PAC (“LIUNA PAC”) and Laborers’ District Council of Ohio PAC (“LDCO PAC”). The Contractor shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The Contractor shall remit contributions of each employee by the 15th of the month following the month for which contributions were deducted, to the Laborers’ Fringe Benefit Office, P.O. Box 790, Westerville, OH 43081, or other collecting agent designated by the Laborers’ District Council of Ohio, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. If the Contractor elects to submit a separate check for contributions, then it shall issue a check for the amount of the contributions made payable to Laborers’ District Council of Ohio PAC, together with the above list and amount information. The parties agree that the Contractor’s expenses of administering the deductions for contributions were factored into the overall economic provisions of this Agreement.

ARTICLE III

Construction Industry Development Board, Inc. (CIDB)

Par. 1: It is hereby agreed between the parties as a condition of employment, all Employers shall deposit the current amount as seen on page L-4 under CIDB/AGC, for all hours worked for all employees covered by this Agreement.

Par. 2: The Construction Industry Development Board (CIDB) was organized for the purpose of, but not limited to, the improvement of business conditions for, and the advancement of, the Construction Industry in the state of Ohio.

Par. 3: Payment to the CIDB shall be in accordance with the instructions on the monthly combined reporting form. The reporting period, reporting requirements and penalties for the CIDB contribution shall be included and mirror the contribution language listed under Article II, Par. 1. The CIDB cannot be used for anti-labor legislation and/or to subsidize contractors during a period of work stoppage or strike.

Par. 4: Any Employer not represented by the Akron Division AGC of Ohio, Inc., signing this Agreement, or any similar agreement, who chooses to strike the CIDB contribution will contribute the same amount per hour to the Ohio Laborers' Training and Apprenticeship Fund. The intent of this clause is to maintain economic competitiveness.

ARTICLE IV Working Conditions

Par. 1: **REGULAR WORK DAY AND WEEK** – Eight (8) hours constitutes a regular day's work, starting between the hours of 6:00 a.m. and 8:00 a.m., Monday through Friday. Saturday may be utilized as a make-up day should weather conditions preclude working on one of the regular Monday through Friday workdays. Forty (40) hours shall constitute a week's work.

Par. 2: **SHIFTWORK** – Work may be performed in shifts; the starting time of the regular day shift shall be at the option of the Employer, between the hours of 6:00 a.m. and 8:00 a.m. Individuals on the first shift (regular day shift) shall receive the agreed rates of wages for eight (8) hours work. Employees who work second or third shift, shall work a standard eight (8) hour shift and shall receive a four dollar (\$4.00) per hour premium pay per shift in addition to the hours worked.

PROJECT REQUIREMENTS – Work that cannot be performed during regular working hours, for reasons beyond the control of the contractor, shall be performed and paid for at first shift rate (regular day shift). Project requirements will be discussed at the pre-job meeting

Par. 2(a): Should the Employer utilize the four (4) day ten (10) hour workweek as provided herein, then individuals on the first shift (regular day shift) shall receive the agreed rates of wages for ten (10) hour' work. Employees who work a second or third shift, shall work a standard ten (10) hour shift and shall receive a four dollar (\$4.00) per hour premium pay per shift in addition to the hours worked.

Par. 3: HOLIDAY WORK/WORK ON SUNDAYS – All work performed on Sundays and the following holidays shall be paid at two (2) times the regular rate of pay. Observed holidays are: Labor Day, Memorial Day, Fourth of July, Thanksgiving, Christmas and New Year’s Day. Martin Luther King Day is not an observed holiday, but an employee may take the day off with prior notice to the Employer; no disciplinary action can be taken. If any of the observed six (6) holidays shall fall on a Saturday or Sunday they will be observed as the Federal Government observes the holiday.

Par. 4: JOBSITE INJURIES – If an employee is injured on the job and unable to work, they shall be paid for the entire day if the injury is reported to the Employer before the Employee leaves the jobsite.

Par. 5: MORNING BREAK – The Employer shall at a time convenient to the company, grant to employees a coffee break not to exceed ten (10) minutes in the morning at their designated work station.

Par. 6: LUNCH BREAK—A one-half (1/2) hour lunch break shall occur after four (4) hours of work. If asked to work through the lunch period, the Employee shall be paid at premium time and given time to eat lunch as soon as possible.

Par. 7: SHOW-UP TIME—An employee who reports for work, without prior notification not to report, shall be paid two (2) hours pay at the rate applicable to the shift for reporting. An employee who commences work and works in excess of two (2) hours shall be guaranteed an additional two (2) hours pay. Employees must report at starting time of the shift and be available for work to be entitled to this guarantee. It is further stipulated, if the employee leaves of own accord, the employee shall be paid for time worked. An individual will not be required to work under any conditions that may endanger their health or safety.

Par. 8: ELECTION DAY - On election days, with prior notification, employees shall be allowed time without pay, not to exceed two (2) hours, for the purpose of voting.

ARTICLE V
Pay Day

Par. 1: Employees shall be paid once each week. Each Employee shall receive from the Employer a record of gross wages, deductions and pertinent payroll data as required by the US Department of Labor. No more than five (5) days' or less than two (2) days' pay shall be retained by the Employer to be paid the following week. Individuals laid off shall be paid by 3:00 p.m. on the following business day; checks may be delivered to the Employee or to the Local 894 Union Hall. Individuals who do not receive their lay off pay by 3:00 p.m. on the following business day shall be paid 8 hours for every business day until the check is received by the employee or delivered to Local 894 Union Hall. Individuals who are fired or quit work will be paid on the regular payday. Electronic deposit may be utilized in lieu of a check at the option of the Employer with proper notice being given to the Employee.

ARTICLE VI
Union Security

Par. 1: Each person (hereinafter referred to as "Employee") who is now or hereafter employed by an Employer in the unit for which the Union is the representative, shall, as a condition of employment, make application for membership and/or remain a member of the Union on or after the eighth (8th) day following the commencement of such employment or following the effective date of this Agreement, whichever is the later. Such Employees shall retain membership in the Union for duration of this Agreement and said membership shall be and remain an express condition of employment.

Par. 2: Failure of any Employer and/or Employee to comply with the provisions of this Article shall, upon request of the Union, result in the immediate termination of such employment three (3) days after written notification to the Employer, Employee, and Representative. It is further agreed that the Union's membership requirements shall be

standard and uniform for all applicants and that the terms and conditions shall be the same as those applicable to other members.

Par. 3: It is agreed that the Union recognizes the Employer's right to make assignments of work, but must ascertain correct assignment and further, there shall be no work stoppages or lockouts over assignment of work once the assignment has been made.

Par. 4: The Union shall have the right to require any Employer to provide proof of compliance with the state and/or federal laws or regulations dealing with Workers' Compensation, Unemployment Compensation, Income Tax and Social Security.

ARTICLE VII

Employer Security

Par. 1: The Union hereby recognizes the Representative as the sole and exclusive bargaining representative for the establishment of wages and other conditions of employment under this Agreement. Union will not furnish Employees to any Employer who fails to meet the minimum conditions of compliance with Unemployment Insurance, maintain financial stability during the life of the Agreement, comply with Internal Revenue regulations regarding Income Tax, comply with Social Security regulations and remain in compliance with various provisions as established by the Industrial Commission of Ohio. Also, Union will not furnish Employees to Employers who fail to comply with requirements of health and welfare programs.

Par. 2: MORE FAVORABLE RATES & CONDITIONS CLAUSE—If, any time during the term of this Agreement, the Union is or becomes a party to a Labor Agreement within the jurisdiction of this Agreement, containing wages, fringe benefits or other assessments and/or conditions which are more favorable than the wages, fringe benefits or other assessments and/or conditions contained in this Agreement,

then the Union agrees that Employer may, upon written notice to the Union, implement and adopt favorable wages, fringe benefits or assessments and/or conditions. It is agreed that this Article is not applicable to Project Agreements.

Par. 3: **MANAGEMENT RIGHTS** – The employer retains all rights and authority not expressly excluded or limited by this Agreement including, but not limited to: 1) the exclusive right to hire, promote, demote, transfer, discharge, or decrease the work force. 2) Decide the number of employees required with due consideration to safety and the proper craft classifications. 3) Hire employees from the Union Hall and lay off employees as the Employer feels appropriate to meet work requirements and/or skills required. 4) Transfer Local Union No. 894 employees from job to job without limitations or restrictions. 5) The selection of all supervision shall be at the discretion of the Employer. 6) Nothing shall be permitted that restricts production or increases the time to do the work, nor there any restrictions against the use of any kind of machinery, tools or labor saving devices provided. Any of the rights, powers or authority the Employer has prior to the signing of this Agreement is retained by the Employer, except those specifically abridged, delegated or modified by this Agreement. The Employer retains the right to file grievances against the Union or its members for violations of this collective bargaining agreement; the Employer shall file such grievances with the Association.

ARTICLE VIII

Industry Security

Par. 1: The parties to this Agreement are mutually concerned with the problems of the construction industry. The parties hereto hereby agree to support all ethical bidding practices in the industry and, in addition, mutually work for the elimination of “featherbedding” practices in our industry. The Joint Board of Labor-Management will schedule regular quarterly meetings in the interest of

promoting the common good of the construction industry. The Joint Committee shall have judicial and executive powers relating to these questions.

ARTICLE IX

Grievance and Arbitration Procedure

Par. 1: Grievances must be filed in writing on standard grievance forms which may be obtained at the Union office. Members who fail to report grievances either to the Job Steward or the Union Representative within two (2) weeks after occurrence must report to the regular Executive Board meeting before the grievance will be processed. Union Representatives shall not process any grievances arising from agreements or understandings made outside of the Union Agreement.

Par. 1 (a): The parties agree that all questions concerning the interpretation and application of the terms of this Agreement shall be resolved by the following procedure:

a) In the event that differences arise during the term of this Agreement, there shall be no stoppages of work and an earnest effort shall be made to settle such differences first between the Associated General Contractors of Ohio, Akron Division and the Union and its members involved in the dispute.

b) In the event of failure of the parties to reach a satisfactory settlement at this stage, a Business Representative or an Official of the Union shall notify the Employer and the director of the Associated General Contractors of Ohio, Akron Division, in writing, of the Union's intention of referring the grievance to the Joint Arbitration Board as hereinafter established and the Board shall meet within five (5) days from receipt of the request to consider the matter. Its decision thereon by a majority vote shall be final and binding. The Joint Arbitration Board referred to above shall consist of three (3) members designated by the Union and three (3) members

designated by the Contractor Associations signatory to this Agreement. Two (2) members representing the Union and two (2) members representing the Contractors shall constitute a quorum for resolving grievances and a majority vote of those in attendance at a meeting at which there is a quorum shall result in a final and binding resolution of a particular grievance. In any such meeting, each party shall have the same number of votes regardless of the number of representatives in attendance. A grievance that is considered by the Joint Arbitration Board and not finally resolved may be processed to arbitration by notice filed with the Secretary of the Joint Arbitration Board with a copy to the Employer within five (5) days after a Joint Arbitration Board meeting. After a notice of arbitration has been filed, representatives of the Union and representatives of the Contractor Associations shall attempt to mutually agree upon an arbitrator. If such an agreement is not reached, said representatives shall alternately strike names from the panel and the last name remaining on the list shall be the arbitrator. The arbitrator, in deciding a grievance concerning the application and interpretation of this Agreement, shall not modify, change or add to the terms as herein written. In deciding a grievance involving a dispute not covered by the terms of this Agreement the arbitrator shall decide only the issues as jointly submitted by the parties. Any decision rendered by an arbitrator pursuant to this provision shall be final and binding upon the Union and its members, the Contractor Associations signatory hereto and their members and any other employer signatory to an Agreement containing a clause which provides for the settlement of grievances and disputes by the Joint Arbitration Board as designated herein.

Par. 2: The arbitrator's fee and expenses incident to the arbitration shall be paid in equal shares by the Union and the Employer involved in the subject matter of the dispute.

ARTICLE X
Mutually Agreed Conditions of Work

Par. 1: There shall be no limitation as to the amount of work an individual may perform during the working day. There shall be no restriction of the use of machinery, tools, or labor-saving devices. There shall be no restrictions of the use of raw or manufactured material except prison-made. There shall be no interference by the Union with the Employer's workers during working hours but it is understood that a duly authorized Union Business Representative may visit and inspect the job during working hours. The Employee is at liberty to work for whomsoever they see fit, but under all circumstances they shall demand and receive the wages and conditions stipulated in this Agreement. Under no circumstances shall a member of the Union work for an Employer who is not signatory to this Agreement or other collective bargaining agreement.

Par. 2: It shall be a violation of this Agreement to substitute Employees (apprentices, supervisory personnel, other crafts) who are not members of Local Union No. 894 to perform work within the jurisdiction of the Laborers' International Union of North America. It is also agreed that work performed by Employees covered by this Agreement in other craft classifications, at the request of the Employer, shall be paid the prevailing rate governing such work. Employers violating this provision shall reimburse Laborers in the amount of time and money paid other craftsmen. If the Employer violates this provision by using apprentices to do Laborer's work, he shall reimburse Laborers at the Laborer's rate.

Par. 3: Employees may carry a non-alcoholic beverage with them to the job site. Employees will be granted a reasonable amount of time to consume the non-alcoholic beverage on the job at their work area. If any trade employed by the Employer signatory to this Agreement is granted a break, the Laborer shall also be granted a break.

Par. 4: PARKING – Parking will be paid by the Employer upon presentation of paid receipts, with a maximum of \$7.00 per day. The Employer has the right to furnish parking as well as designate where the Employees shall park.

ARTICLE XI

Safety and Hygiene

Par. 1: The Employer shall provide an area for Employees to eat and change clothes. This area shall be heated when necessary and kept reasonably clean and clear of all tools and building supplies. All tools must be gathered and returned during working hours. Employers agree to furnish raincoats, safety helmets, pull-over rubber boots and other necessary Personal Protective Equipment as required by the law. Sanitary toilet facilities shall be provided by the Employer. Sanitary water shall be provided by the Employer within one (1) hour of starting time; water is to be cooled from April 1 through October 31.

Par. 2: In accordance with applicable OSHA safety and health standards requiring safety training and education, the Union shall make available safety training and education. The Union shall make available to each Union member the 10 hour OSHA and 30 hour OSHA programs or equivalent (i.e. STP), as certified by the US Department of Labor in its training and apprenticeship program. The Contractors shall by company policy encourage and/or require the employee to obtain all training and certifications available. Laborers' District Council of Ohio shall provide all members training in recognition, avoidance and prevention of unsafe conditions in its Training and Apprenticeship Program. It shall be the responsibility of the members to take advantage of the opportunity to receive safety training and the Laborers' District Council of Ohio shall not be held liable for his or her failure to do so.

Effective June 1, 2013 and thereafter all Laborers dispatched to and/or employed on a project are required to have successfully completed the 10 hours OSHA construction program, all Stewards are required to have successfully completed the 30 hour OSHA construction program. Comparable safety training shall be renewed and updated every five (5) years or the Laborer shall be considered unqualified. Verification or valid, updated training must be presented to the employer upon dispatch, hire or request.

ARTICLE XII

Drug and Alcohol Abuse Programs

The parties recognize the problems that drug and alcohol abuse have created within the construction industry and agree on implementing drug and alcohol abuse prevention programs, that will work toward maintaining a safe workplace, free of drugs and alcohol.

Drug Testing: The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new employee may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employees involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be

disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effect of drug and alcohol use or influence.

All job sites or work areas are subject to massive drug screening or random drug screening. Any employee who is involved in an on-the-job accident resulting in injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology Laboratory and utilize the more scientific Gas Chromatography/ Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee and the Employer.

The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purpose of drug and alcohol rehabilitation. If the employee is eligible, such rehabilitation programs are covered under the Laborers' International Union of North America AFL-CIO Health and Welfare Program providing the employee confines himself to a twenty-four (24) hour licensed rehabilitation medical facility.

The employee shall be removed from the Employer's job site. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his original job with the Employer.

If the employee was reinstated he/she shall for the next succeeding twelve (12) month period, present to the Company representative monthly certification of negative drug/alcohol test results; failure to do so will result in denying the employee the right to maintain his availability to be sent to a job site or if working, to be removed from work.

ARTICLE XIII

Hiring Procedure

Par. 1: All Employers are required to recall former Employees of the Construction Industry who have entered into military service. It is further mutually agreed that termination slips to Employees are mandatory. Standard termination slips will be given each Employee upon layoff or discharge which shall indicate the reasons for separation of work. This form will be in triplicate — one (1) copy to Employee, one (1) copy to the Union and one (1) copy to be retained by the Employer.

Par. 2: The Union does not enter into the question of hiring of new Employees except as contained herein. The Union recognizes that the hiring of new Employees is the exclusive prerogative of the Employer. However,

the Employer shall notify all new Employees that it is a condition of continued employment that the Employee become a member of the Union no later than the eighth (8th) day of employment. The Employer shall notify the Union or the Union Steward immediately after hiring of new Employees.

Par. 3: Regarding hiring procedure, the Union's function is to render service to both Employees and Employers with whom the Union has an Agreement covering wages, hours and other conditions of employment. It is also understood by all concerned that Employer is not restricted in any manner to the exclusive hiring of members of the Union.

Par. 4: It is mutually agreed and understood that all parties signatory hereto shall not discriminate against any Employee or applicant for employment because of race, creed, color, national origin or sex, whether this applicant or Employee is a member or non-member.

ARTICLE XIV

Stewards

Par. 1: STEWARDS – The Employer recognizes that the Business Manager of the Union may appoint a Steward on a project. The Steward shall be a member in good standing of Local Union No. 894 and shall be appointed from the Employees employed on the project.

The Steward shall be a working Steward but shall be allowed enough time to perform such duties during work hours that he cannot perform any other time.

The Contractor will notify the appropriate Local Union Business Manager forty-eight (48) hours prior to laying off a Union Steward, except no notice will be required for discharge for such offenses as drunkenness on the job, theft, substance abuse, assaulting another person, or any illegal activity. When it becomes necessary to make a

permanent layoff, the Steward, provided he is qualified to perform the available work, will be the last laborer laid off.

The Steward, in case of an Employee being injured on a project, shall see that the Employee's family is properly notified and his belongings taken care of, unless the Contractor assumes the responsibility. The Steward shall not be made to suffer any loss of pay when discharging these responsibilities.

The Union shall notify the Contractor of the Steward so appointed.

Under no circumstances shall the Steward have any authority to call a strike, slowdown of work, or perform any other action that would be in violation of this Agreement.

Par. 2: STEWARDS CERTIFICATION PROGRAM
– Both parties agree to work jointly on a new program to certify Laborer Stewards. The program and new language will be completed no later than June 1, 2014. Once agreed and adopted the new program and language shall become an addendum to the current collective bargaining agreement.

ARTICLE XV

Future Fringes

Par. 1: It is mutually agreed that if at least sixty (60) days' notice be given to the Employers, the Union may elect to deduct any part from the money package for either a change or improvement in Health/Welfare, Pension or Working Dues Assessments, or District Council Fund.

ARTICLE XVI
Subcontracting

Par. 1: This Agreement shall bind all subcontractors while working for a Contractor or Employer on the job site upon whom this Agreement is binding. Any Contractor or Employer who sublets any of their work must sublet same subject to this Agreement.

ARTICLE XVII
Bond

Par. 1: It is further agreed by and between the parties hereto that to insure the payment for all labor performed under this Agreement, as well as the Health/Welfare, Pension and AGC fund, which includes the Training and Apprenticeship Fund, Dues Assessment Check-Off and any and all other conditions and/ or deductions contained in this Agreement, that all Employers shall simultaneously with the execution of this Agreement post a surety bond. This bond must be furnished in duplicate, a copy of which shall be forwarded to the AGC Akron Division Office. It shall be determined by the following:

1 - 4	Employees covered herein	\$ 8,000.00
5 - 9	Employees covered herein	\$16,000.00
10+	Employees covered herein	\$ 25 ,000.00

Said bond shall secure payment of the aforementioned unless the Employer has been signatory to this Agreement or a prior Labor Agreement with Local No. 894 for six (6) consecutive years, provided, however, that any Employer who fails on any occasion to meet payments or conditions as contained or required herein shall post such surety bond in a like amount. Such bond must be on file in Local Union No. 894 office before Laborers will be dispatched. It is further agreed between the parties that the non-payment of said fringe benefits by the Employer shall constitute a

violation of this Agreement. The Union, at its option, may declare this Agreement terminated upon notice by either telegram or certified mail to the Employer. Such violation shall constitute a waiver of any damages after such notice in writing, and the Employer hereby waives any rights under this Agreement arising out of such strike when such written notice is given. The Employer agrees to give notice to the Laborers' Union office by telephone or other means before starting a job. Such notice shall be given the day previous if possible.

ARTICLE XVIII
Duration and Modification


This Agreement shall be and remain in effect from the first day of June, 2016, through the 31st of May, 2020, inclusive, and thereafter from year-to-year, provided that this Agreement will terminate at the expiration of the initial period 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 date, and provided further that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such date, then this Agreement shall remain in full force and effect after such date until a new Agreement is negotiated and signed.

Addendum A
LABORERS' CODE OF PERFORMANCE
MODEL HIRING HALL CLAUSE

(a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her, referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months, Should the same individual, be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge), A termination "for cause" under the Code is defined to include a termination for any of the reasons specified in the Notice of Termination Form, which is incorporated by reference and attached hereto as "1."

(b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause, for the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.



(c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council or, where the Local Union is not affiliated with a District Council, appointed by the Business Manager of the Local Union, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under, this provision shall stay the commencement



of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based, on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

(d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.

(e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review officer shall be filed, by the applicant in writing within five (5) calendar, days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from refers] unless and until the Independent Review Officer decides otherwise.



LABORERS' CODE OF PERFORMANCE ACKNOWLEDGEMENT FORM

The goal of the Code of Performance is to ensure that our membership meets the highest standards in our industries. Our aim is to deliver craftsmanship that exceeds the expectations of our contractors and their customers. We want to create and maintain a work force that makes contractors want to be Union and owners want to build Union.

Meeting these goals requires that members understand and incorporate these values in their day-to-day performance. Accordingly, as a member of the Laborers' International Union of North America I agree to:

Acquire the necessary skills through apprenticeship and/or training programs.

- Report promptly upon referral to a job and show up for work on time, ready, willing and able to work.
- Be aware of and follow the Local Union's job referral rules.
- Avoid excessive absenteeism and excessive tardiness.
- Follow directions from supervisors.
- Do not be insubordinate;
- Give a fair day's work.
- Treat the Employer's and the customer's tools and property and those of fellow workers with respect,
- Avoid disruptions on the job by using the established procedures to resolve disputes.
- Understand and use safe practices and safety equipment.

I acknowledge this responsibility and pledge my word to do the same and acknowledge that I have received, read and understand the Laborers' Code of Performance,

Signature _____

Social Security/Membership _____

Date _____



L-44



Notification of Termination Form
(Please type or print clearly)

Instructions: Immediately upon termination of an employee for any cause other than lack of work, please mail, fax or scan and email this completed form to District Council or Local Union at Laborers Local Union No. 894, 720 Wolf Ledges, Akron, Ohio 44311, Phone 330-535-6145, FAX 330-535-9331.

Name and Address, Phone of Employer Completing this Form:

Telephone Number: _____

Authorized Signature: _____

Name of Authorized Person: _____

Name of Employee Being Terminated:

Date of Termination: _____

Reason for Termination: (Check one or more)

Excessive Absenteeism: _____

Excessive Tardiness: _____

Lack of Required Skills: _____
(This area cannot be checked for apprentices)

Insubordination: _____

Theft: _____



L-46



