

COUNTY OF SUMMIT PROJECT LABOR AGREEMENT

This Agreement, hereinafter designated as the “Project Labor Agreement” or “Agreement”, is entered into this _____ day of _____, 20____ by and between the County of Summit, (“**OWNER**”), with its principal place of business at 175 S. Main St., 8th Floor, Akron, Ohio 44308, its successors or assigns (hereinafter “Project Contractor” (**PC**) and/or "Construction Manager" (**CM**)) and the Asbestos Workers Local 84, Bricklayers Local 7, International Brotherhood of Electrical Workers Local 306, International Union of Elevator Constructors Local 45, Glaziers and Glass Workers Local 1162, Millwrights & Piledrivers Local 1871, Painters Local 841, Plumbers & Pipefitters Local 219, Roofers Local 88, Sheet Metal Workers' Local Union No. 33, Teamsters Local 348, Ohio and Vicinity Regional Council of Carpenters, Cement Masons Local 109, Iron Workers Local Union No. 17, Laborers' Local Union No. 894, and Local 18 of the International Union of Operating Engineers, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement (hereinafter collectively called the “Union or Unions”), with respect to the construction of the _____ (hereinafter “**PROJECT**”).

The term “Project Contractor and/or Construction Manager” and “**CONTRACTOR**” includes all construction **CONTRACTORS** and **SUBCONTRACTORS** of whatever tier engaged in onsite construction work within the scope of this Agreement, except for those **CONTRACTORS** and **SUBCONTRACTORS** specifically excluded from this Agreement. Where specific reference to the County of Summit alone is intended, the term “**OWNER**” is used. Where specific reference to the Project Contractor and/or Construction Manager alone is intended, the term **PC/CM** is used. The terms “material supplier”, “vendor”, and “manufactured” engaged in offsite product manufacture or subassembly related activities, are not required to be signatory to the Project Labor Agreement.

The Agreement is made available to, and fully applies to, any successful bidder, as defined by Ohio Revised Code 9.132 and pursuant to Ohio Revised Code Section 153.08 and Chapter 177 of the Codified Ordinances of the County of Summit for work on the **PROJECT** who becomes a signatory to it without regard to whether the successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such bidder are or are not members of any union.

This Project Labor Agreement will be applicable to the Unions and all signatory **CONTRACTORS** performing construction work on the **PROJECT**. Nothing in this Agreement shall limit the selection or utilization of **CONTRACTORS** or **SUBCONTRACTORS** to perform construction work on the **PROJECT**, provided however, that all **CONTRACTORS** and **SUBCONTRACTORS** must become signatories to and shall be bound by the terms and conditions of this Project Labor Agreement. This Agreement is a stand-alone Agreement which represents the complete understanding of the parties.

**ARTICLE I
PURPOSE**

The Parties to this Project Labor Agreement acknowledge that the construction of the **PROJECT** is important to **OWNER**, and the enhancement of the local community. The Parties recognize the need for the timely completion of the **PROJECT** without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The **CONTRACTORS** and Unions agree that the timely construction of this **PROJECT** requires substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the **PROJECT**.

Further, the parties have mutually established and stabilized wages, hours and working conditions for the craftworkers on this construction **PROJECT**, to facilitate close cooperation between the **CONTRACTORS** and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this **PROJECT** and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties have established effective and binding methods for the settlement of all misunderstandings, disputes or grievances regarding labor issues that may arise. Further, the **CONTRACTORS** and all **SUBCONTRACTORS** of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage or encourage or support any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

**ARTICLE II
SCOPE OF AGREEMENT**

Section 1. This Project Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the **CONTRACTORS**, of whatever tier, which may include the **PC/CM**, who have contracts awarded for such work on the **PROJECT**. Such work shall include site preparation work and dedicated off-site work except for the **CONTRACTORS** and **SUBCONTRACTORS** specifically excluded in the Agreement. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this agreement and approved by the **OWNER** and **PC/CM**.

Generally, the **PROJECT** is defined as _____. Such work includes _____.
_____ This **PROJECT** is anticipated to be started and completed in _____.

Section 2. It is agreed that the **PROJECT** required all **CONTRACTORS**, except those specifically excluded by the Agreement, of whatever tier, who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of the Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The **PC/CM** shall assure compliance with this Agreement by the **CONTRACTORS**. It is further agreed that the terms and conditions of the Agreement supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of _____. It is understood that this is a self-contained, stand alone Agreement, and that by virtue of having become bound to this Agreement, neither the **PC/CM** nor the **CONTRACTORS** will be obligated to sign any other local, area, or national agreement. In the event there is a discrepancy between a national, area or local collective bargaining agreement, the **PC/CM** shall determine which agreement will prevail in keeping with the provisions of this Agreement. (See, exceptions as noted in Attachment C)

Section 3. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the **PROJECT** site or be associated with the development of the **PROJECT**.

Section 4. This Agreement shall only be binding on the signatory parties hereto and does not apply to their parents, affiliates or subsidiaries.

Section 5. Except as restricted by Ohio law, the **PC/CM** has the absolute right to select any qualified bidder for the award of contracts on this **PROJECT** without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder. (See, exceptions as noted in Attachment C.)

Section 6. The Unions signatory to this Agreement agree that they will not support, in any manner, any request to use non-signatory unions on the **PROJECT** site except for those **CONTRACTORS** specifically excluded by this Agreement. If directed by the **CONTRACTOR**, the unions will perform the work of the crafts that could have been represented by the non-signatory unions on this **PROJECT**.

Section 7. This Agreement does not apply to the following:

- A. Work performed by non-manual employees, including, but not limited to superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors, technicians, office workers, messengers, persons making deliveries to and from the **PROJECT** site, warehouse employees, guards, medical personnel, emergency vehicle operators and employees similarly classified;
- B. All **OWNER** operations and activities, equipment and machinery;

- C. Work performed by technicians at the discretion of the **CONTRACTOR** and work performed under subcontracts which the **PC/CM** designates as being for technically unique services or skills. The **OWNER** may install specialized equipment, or inspect or test equipment before, during or after installation, using people of the **OWNER's** choice, personnel of the **OWNER**, or manufacturer's personnel as may be deemed necessary. Appropriate crafts will perform work under vendor's supervision;
- D. The delivery to the **PROJECT** of any material by any means, except for site-placed concrete, or removal from the **PROJECT** of any material by any means;
- E. Landscape maintenance or work related to moveable office or building furnishings.
- F. The following **CONTRACTORS** and **SUBCONTRACTORS** _____; and
- G. All fixtures, furnishings, and equipment not permanently installed.

Section 8. The provisions of this Project Agreement shall not apply to the **OWNER**, and nothing contained herein shall be construed to prohibit or restrict the **OWNER** or its employees from performing work not covered by this Agreement on the **PROJECT** site. As areas and systems of the **PROJECT** are inspected and construction tested by the **PC/CM** or **CONTRACTORS** and accepted by the **OWNER** or its successors or assigns, the Agreement will not have further force or effect on such areas, except when the **CONTRACTORS** are directed by the **PC/CM** to engage in repairs, modifications, check-out, and warranty functions required by its contract with the **OWNER** during the term of this Agreement.

Section 9. It is understood that the **PC/CM** acting on behalf of the **OWNER**. And at its sole discretion, **PC** may terminate, delay and/or suspend any or all portions of the **PROJECT** at any time.

Section 10. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the **OWNER, PC/CM, CONTRACTORS** or any employer.

ARTICLE III UNION RECOGNITION

Section 1. The **CONTRACTORS** recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the **PROJECT** within the scope of this Agreement.

ARTICLE IV MANAGEMENT'S RIGHTS

Section 1. The **PC/CM** and **CONTRACTORS** of whatever tier retain all rights and authority not expressly excluded or limited by this Agreement, including but not limited to the rights to:

- A. Plan, direct and control the execution and assignment of all work;
- B. Determine the size of crews and the number of foremen and general foremen needed; (See, exceptions as noted in Attachment C)
- C. Hire and lay off employees as the **CONTRACTOR** feels appropriate to meet work scope requirements and retain necessary skills and trained resources;
- D. Each **CONTRACTOR** may transfer employees from job to job on the **PROJECT** without limitation or restriction, and from shift to shift without reasonable notice;
- E. Determine work methods and procedures per the Local Collective Bargaining Agreements;
- F. Discharge, suspend, or discipline employees for proper cause.

Section 2. No rules, customs or practices shall be permitted or observed which limit or restrict production or the working efforts of employees. The **CONTRACTORS** shall utilize the most efficient method or techniques of construction, tools, or other labor savings devices necessary to accomplish the scope of work and pursuant to their individual contract and **PROJECT** specifications. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment except as limited by the individual contracts and **PROJECT** specifications.

ARTICLE V REFERRAL OF EMPLOYEES

Section 1. The **CONTRACTORS** agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required.

Section 2. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant. The **PC/CM** has the right to reject an employee for poor past performance.

Section 3. In the event the referral facilities maintained by the Unions are unable to fill the requisition of the **CONTRACTORS** for employees within a forty-eight (48) hour period after such requisition is made, applicants for such requisition may be employed from any source. Saturdays, Sundays, and holidays shall be excluded from the 48-hour period, unless such requisition involves an emergency situation (e.g., repairing a cave-in), or is fundamentally necessary as determined in writing by **OWNER** and **PC/CM** to maintain the construction schedule.

Section 4. In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the **CONTRACTOR** shall give the Union equal opportunity to refer applicants. The **CONTRACTOR** shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. In cases of employment positions requiring special skills or qualifications, the **CONTRACTOR** will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The **CONTRACTOR** shall be the sole judge of all applicants' qualifications.

Section 6. The selection and number of Foremen and/or General Foremen shall be the responsibility of the **CONTRACTOR**, it being understood that in the selection of such employees the **CONTRACTOR** will give first consideration to the qualified workers available in the local area. Foremen and/or General Foremen shall take orders from supervisors designated by the **CONTRACTOR**. Foremen and/or General Foremen will not be absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The **CONTRACTOR** may require Foremen to be working employees. Only the **PC/CM** superintendent has the authority to approve the release of the foreman and/or general foreman from the area where their crews are working.

Section 7. **CONTRACTORS** shall have the right to provide supervisory employees. Supervisory employees will not be allowed to perform duties covered under the scope of the appropriate collective bargaining agreement. All other employees will be referred from the respective union halls.

Section 8. The **CONTRACTOR**'s office at the **PROJECT** site will be considered the place of hire, and the time of hire is when the referred applicant for employment is accepted by the **CONTRACTOR**.

Section 9. The **CONTRACTOR** has the right to determine the competency of all employees and the right to determine the number and classifications of employees required. The **CONTRACTOR** shall also have the right to reject any applicant referred by the Unions.

Section 10. The Union shall not refer employees employed at the **PROJECT** site by a **CONTRACTOR** to other employment, nor shall the Union engage in other activities which encourage workforce turnover or absenteeism.

Section 11. There will be a thirty (30) day waiting period prior to employment eligibility on the **PROJECT** for employees who voluntarily quit their employment on the **PROJECT** and a ninety (90) day waiting period prior to employment eligibility for employees discharged for cause or for safety reasons on the **PROJECT**. The **OWNER, PC/CM** and/or **CONTRACTOR** may bar any person from employment on the **PROJECT** either permanently or for an indefinite time for just cause.

Section 12. An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding tests), shall be paid by the **CONTRACTOR** or **SUBCONTRACTOR** of any tier for that time required to take the exam or test, provided the employee or applicant successfully passes the exam or test.

Section 13. During a Reduction in Force, **CONTRACTORS** have the right to retain employees of their choice without regard to any other criteria, except for Union Stewards and personnel operating special equipment that has historically been guaranteed 40 hours in accordance with the applicable collective bargaining unit, as long as they have the work skills to perform the duties required. The Union Steward shall not be discharged without prior consultation with the appropriate craft. (See, exceptions as noted in Attachment C.)

ARTICLE VI NON-DISCRIMINATION

Section 1. It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to: disabling conditions related to the successful accomplishment of the job for which employed, age, race creed, color, sex, veteran status or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

Section 2. All descriptive words such as journeyman, craftsman and all other personal nouns or pronouns which may be referenced in this Agreement refer to both the male and female gender.

Section 3. Employees covered by this Agreement shall utilize the Grievance Procedure set forth in Article XI for the resolution of alleged discrimination complaints, allegations and all employee concerns.

ARTICLE VII APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry and to enable workers to enter the labor pool fully qualified to earn a living wage on construction jobs. The Unions agree to support and enable such programs and to supply labor for each craft to provide training and job opportunities to these new entrants to the work force. The **CONTRACTORS** will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are employed.

ARTICLE VIII WAGES AND BENEFITS

Section 1. All persons employed by **CONTRACTORS** for work within the scope of this Agreement as defined by Article II shall receive the wages and benefits established under Ohio prevailing wage law and shall work under all of the other terms and conditions of employment provided for herein. No other classifications, wage rates, fringes, or conditions apply to work under this Agreement. No premium pay (i.e. subsistence pay, travel pay, hazard pay, high pay, mask pay, etc.), other than overtime and shift differential, is recognized under this Agreement. (See, exception as noted in Attachment C.)

Section 2. The **CONTRACTOR** agrees that it will, when so requested by the Union, deduct from the pay of each employee who is a member of the Union, or has made application to become a member of the Union, all deductions such as working dues, Building Trades dues, assessments or any other fees, dues or check offs so designated by the employee from that employee's gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly as directed by the employee and the Union. This section shall be applied in compliance with the National Labor Relations Act, "), 29 U.S.C. §§ 151-169, as amended ("NLRA") and other applicable laws and the Unions agree that the **CONTRACTOR** will suffer no loss because of any deduction from an employee's pay pursuant to this Section and the Unions will accept any liability which may accrue.

ARTICLE IX WORK RULES

Section 1. The **PC/CM** has establish reasonable uniform site working rules/procedures and security, health and safety rules/procedures in compliance with federal, state, and local regulations. The **PC/CM** may change these rules during the term of this Agreement with prior notice to the Unions. Such notice shall be given two (2) weeks prior to implementation of the change, where practical. All Unions, **CONTRACTORS** and employees agree to abide by these rules and violation of job site rules may result in disciplinary action up to and including suspension or discharge.

Section 2. The receipt and inspection of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be at the **CONTRACTOR**'s discretion.

Section 3. There shall be no organized breaks on the **PROJECT**. All parties and employees shall observe the site smoking policy.

Section 4. Time clocks, brass or other payroll and accountability systems may be used at the option of the **CONTRACTOR** to check employees in or out of the **PROJECT** on a daily basis on their own time.

Section 5. An employee who reports for work under the influence of alcoholic beverages or illicit drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who

reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, shall be subject to immediate termination.

Section 6. There is no job tenure. Continuing employment is contingent upon, but not limited to, the skill, competency, productivity, qualifications, attendance, and safety performance of the employee. **CONTRACTORS** will be the sole judge of skill, competency, productivity, qualifications, etc, except as provided for in Article V, Section 13, regarding Union Stewards who are recognized as a qualified technician by the **PC/CM** and **CONTRACTOR**.

Section 7. Tool boxes, lunch boxes, vehicles, and other personal property may be subject to periodic unannounced inspection while on the site. Except in security emergencies or other actions by the site security force, employees shall be notified and given the opportunity to be present.

ARTICLE X WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the **CONTRACTOR**. Failure of any Union, Local Union or employee to cross any picket line established at the **PROJECT** site is a violation of this Article and may result in the immediate termination of said employee and/or Signatory Union from the **PROJECT**.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the **CONTRACTOR**'s **PROJECT** site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the **PROJECT** shall be subject to disciplinary action, including discharge.

Section 3. All parties agree that in the event that a Union or Local Union initiates or participates in a work stoppage, strike, picketing or other disruptive activity in violation of this Article, or recognizes or supports the work stoppage, strike, picketing or disruptive activity of another Union or Local Union which is in violation of this Article, the **CONTRACTOR** will have the right to seek an immediate injunction from the appropriate court.

Section 4. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures set forth in Article XI.

ARTICLE XI DISPUTES AND GRIEVANCES

In an effort to facilitate a productive and harmonious **PROJECT**, any party to this agreement may request and receive a job site meeting within a 48-hour notice to the appropriate parties.

Section 1. The **CONTRACTORS**, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the **PROJECT**, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in Section 2.

Section 2. Any question or dispute arising out of and during the term of this **PROJECT** Agreement, other than the **CONTRACTOR**'s right to seek immediate injunction under Article X and jurisdictional disputes under Article XII, shall be considered a grievance and subject to resolution under the following procedures:

Step 1.(a) When any employee subject to this Agreement feels he is aggrieved by a violation of this Agreement, he shall give notice to the work-site representative of the involved **CONTRACTOR**, through his local union business representative or job steward, within five (5) working days after the occurrence of the violation, stating the provision(s) alleged to have been violated. The business representative of the Local Union, the job steward, and the work-site representative of the involved **CONTRACTOR** and the **PC/CM** shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. The representative of the **CONTRACTOR** shall keep the meeting minutes and shall respond to the Union representative in writing (copying the **OWNER** and **PC/CM**) within twenty-four (24) hours after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1.(b) When the Local Union(s), **PC/CM**, or any **CONTRACTOR** has a dispute with another party and, if after conferring, a settlement is not reached within five (5) working days, the dispute may be reduced to writing, and it may proceed to step 3 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved **CONTRACTOR** shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the **CONTRACTOR**. If the parties fail to reach an agreement, the

dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2 either party may file a claim with the American Arbitration Association to arbitrate the dispute. The rules of the American Arbitration Association Construction Section shall govern the conduct of the arbitration hearing. The decision of the Arbitrator(s) shall be final and binding on all parties, provided however, that the Arbitrator(s) shall not have the authority to alter, amend, add to or detract from any of the provisions of this Agreement in any way. The fees and expenses of such arbitration shall be borne equally by the **CONTRACTOR** and the involved Local Union(s).

Step 3. (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only upon written consent of the parties involved at the particular step where the extension is agreed upon.

Section 4. The **PC/CM** shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps. The **PC/CM** has governing authority to determine adherence to established time limits.

Section 5. Work will continue uninterrupted while the grievance is being resolved.

ARTICLE XII JURISDICTIONAL DISPUTES

Section 1. The assignment of work is the sole responsibility of the **CONTRACTOR** performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trade Unions and employers who are parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the **CONTRACTOR** and Union parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature; and the **CONTRACTOR's** assignment of work shall be adhered to until the dispute is resolved. Individuals violating this section may be subject to immediate discharge.

Section 4. Each **CONTRACTOR** will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The **PC/CM** will be advised in advance of all such conferences and may participate if they wish.

Section 5. **CONTRACTORS** are not liable for any back pay or compensation in any form as a result of work assignments or jurisdictional disputes between Unions covered by this Agreement.

ARTICLE XIII UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the **CONTRACTORS** shall remain members in the Union during the term of this Agreement, and all workers hereinafter employed by the **CONTRACTORS** shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union in good standing during the term of this Agreement. This Union Security Section shall conform to the NLRA and other applicable laws.

Section 2. A **CONTRACTOR** shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE XIV UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and their Local Unions have access to the **PROJECT**, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the **PROJECT**.

Section 2. Each Union which is a party to this Agreement, or its applicable Local Union, has the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. A Steward's duties shall not include hiring and termination or any involvement in, or any interference with, decisions reserved to the **CONTRACTOR**. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Under no circumstances shall there be a non-working Steward on the **PROJECT**.

Section 3. The working Steward shall not be entitled to any preferential treatment by the **CONTRACTOR** and will be subject to discipline to the same extent as other employees. The **CONTRACTOR** will permit the Steward sufficient time to perform the duties inherent to a Steward's responsibilities. The Steward shall not leave the work area without first notifying and obtaining permission from his Foreman as to the reason for leaving the work area and the estimated time to be gone. Permission to leave the work area may be delayed in

the event of an emergency or if it would cause interruption of work which cannot be immediately interrupted. The **PC/CM** Superintendent has final authority over granting the Steward permission to leave the work area if the Steward's absence from the work area is detrimental to the progress of the work or safety of the **PROJECT** site.

Section 4. Where the **OWNER's** (or its successors or assigns) personnel may be working on the **PROJECT** in close proximity to the construction activities, the unions agree that Union representatives, Stewards, and individual workmen will not interfere in any manner with the **OWNER's** personnel or with the work which is being performed by the **OWNER's** (or its successors or assigns) agents.

ARTICLE XV HOURS OF WORK, ETC.

Section 1. The Unions and the **CONTRACTOR** acknowledge that the unique needs of this **PROJECT** will require flexibility in scheduling work. The **CONTRACTOR** shall establish the work schedule or schedules consistent with job needs. The **CONTRACTOR** has the sole authority to make shift and overtime assignments to employees as deemed necessary to efficiently perform work activities. Refusal by an employee to work an assigned shift or hours of work may be grounds for termination.

Section 2. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. There shall be no paid holidays, except as provided for operation of special equipment which has been historically guaranteed 40 hours per week. If employees are required to work on a holiday, they shall receive double the straight-time rate of pay. (See exceptions as noted in Attachment C.)

Section 3. Overtime shall be paid at the rate of time and one half (1-1/2) for all hours worked outside the established shift(s) or in excess of forty (40) hours per week. All work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2). Work on Sundays and holidays shall be paid at double (2) time. (See, exceptions as noted in Attachment C)

Section 4. The **PC/CM** in coordination with the **OWNER**, shall designate the starting and quitting times for all employees. Any starting time put in place on Monday shall remain in effect for that work week unless a change is mutually agreed upon by the Union and the **CONTRACTOR**.

Section 5. The Unions agree to adhere to the time checking procedures established for the **PROJECT**. All employees will check in and be at their assigned work places defined by their **CONTRACTOR** by starting time each day and will be at the work place at the conclusion of the lunch break or end of the shift. Repeated violations of the work starting and stopping times will be grounds for termination.

Section 6 It will not be a violation of this Agreement for the **PC/CM** to shut down all or part of the **PROJECT** to avoid the possible loss of life because of an emergency situation that could endanger the life and safety of an employee or the public. In such cases, employees will be compensated only for the actual time worked. However, if the

CONTRACTOR requests employees to stand by, the employees will be compensated for the actual “stand by time.” (See, exceptions as noted in Attachment C.)

Section 7 In no instance will employees be paid for standing by or observing operations unless assigned and directed by the **CONTRACTOR**.

Section 8 Reporting pay and show up times will be in accordance with the applicable local collective bargaining agreements.

ARTICLE XVI SUBCONTRACTING

Section 1. Except as specifically provided in the Agreement, the **PC/CM** agrees that neither it nor any of its **CONTRACTORS** or **SUBCONTRACTORS** will subcontract any work to be done on the **PROJECT** except to a person, firm or corporation who is or agrees to become part to this Agreement in full. Any **CONTRACTOR** or **SUBCONTRACTOR** working on the **PROJECT** shall, as a condition to working on said **PROJECT**, become signatory to and perform all work under the terms of this Agreement. They shall indicate their acceptance of the terms and conditions of this Agreement by signing the Letter of Assent (Appendix A) and by delivering a copy to the **PC/CM** prior to commencement of work on the **PROJECT** site.

Section 2. All **SUBCONTRACTORS** subject to this Agreement are required to pay wages and benefits as established under Ohio prevailing wage law through the duration of their work on the **PROJECT** and will provide certified payrolls to the **OWNER** or its successors or assigns, which will be available to the unions upon request. (See, exceptions as noted in Attachment C.)

Section 3. All **CONTRACTORS** and **SUBCONTRACTORS** of whatever tier, will arrange and conduct a pre-job conference with the Unions prior to starting work on the **PROJECT**.

Section 4. The furnishing of materials, supplies, or equipment, and the delivery or removal thereof shall not be considered subcontracting.

ARTICLE XVII SAFETY AND HEALTH

Section 1. Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

Section 2. In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific **PROJECT** safety rules published by the **PC/CM**.

Section 3. At the discretion of the **PC/CM**, the **CONTRACTOR** may institute a reasonable substance abuse policy which may include pre-hire, for cause, post accident/incident and random screening for the use of illicit drugs, alcohol or other prohibited substances. This screening program shall be performed by a recognized physician or laboratory and shall comply with all federal, state and local regulations. The **PC/CM** has the authority to apply a progressive discipline ranging from a written warning to termination of employment in keeping with all applicable laws.

Section 4. It shall be the sole responsibility of each **CONTRACTOR** to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the **CONTRACTOR**. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury of accident occurs.

Section 5. Each **CONTRACTOR** shall provide its employees with a clean, safe area for eating their meals.

ARTICLE XVIII GENERAL SAVINGS CLAUSE

Section 1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the **PC/CM** and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XIX TERM OF AGREEMENT

This Agreement shall be effective as of the _____ day of _____, 20 ____, and shall remain in full force and effect during the entire period of the **PROJECT** construction described in Article II.

This Agreement represents the total results of the parties' bargaining and the entire understanding between the parties. This Agreement shall not be amended or supplemented except by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

SIGNATURE PAGE

FOR THE EMPLOYER

Date:
(Name and Title)

Date:
Project CONTRACTOR and/or Construction Manager

**FOR THE TRI-COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO**

(Name and Title)

FOR THE UNIONS

Asbestos Workers Local 84 _____

Bricklayers Local 7 _____

**International Brotherhood
of Electrical Workers Local 306** _____

**International Union of
Elevator Constructors Local 45** _____

**Glaziers and Glass Workers
Local 1162** _____

**Millwright & Piledrivers
Local 1871** _____

Painters Local 841 _____

**Plumbers & Pipefitters
Local 219**

Roofers Local 88

**Sheet Metal Workers'
Local Union No. 33**

Teamsters Local 348

**Ohio and Vicinity Regional
Council of Carpenters**

Cement Masons Local 109

**Iron Workers
Local Union No. 17**

Laborers' Local Union No. 894

**Local 18 of the International
Union of Operating Engineers**

USE FORMAT THAT FOLLOWS PAGE 18 FOR ALL CONTRACTS.

ATTACHMENT A

LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT
FOR _____

Pursuant to Article II and XV of the Project Labor Agreement for the _____ the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Project Labor Agreement and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project site and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the **CONTRACTOR:** (SUBCONTRACTORs of whatever)

Name of CONTRACTOR: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

ATTACHMENT B

**PROJECT LABOR AGREEMENT
GRIEVANCE FORM**

Grievance No.: _____	Date: ___/___/___
-----------------------------	--------------------------

Employer: _____
Union: _____

Grievant: _____	SS No.: ____-____-____	Date Grievance Occurred: ___/___/___
------------------------	-------------------------------	---

Nature of Grievance be specific (attach additional pages as required):

State PLA Article(s) and/or PLA Section(s) allegedly violated:
Article(s): _____ Section(s): _____

Settlement Desire:

Date: ___/___/___	Signature of Grievant: _____
Date: ___/___/___	Signature of Union: _____

**PROJECT LABOR AGREEMENT
GRIEVANCE FORM**

Grievance No.: _____	Date: ____/____/____
Grievant Name: _____	Union: _____

Step 1

Resolution:	
Date: ____/____/____	Grievant Signature: _____
Date: ____/____/____	Union Rep. Signature: _____

Step 2

Disposition of Grievance:	
Date: ____/____/____	Employer Rep. Signature: _____
Date: ____/____/____	Union Rep. Signature: _____

Step 3

Disposition of Grievance:	
Date: ____/____/____	Ind. Rel. Mgr.: _____
Date: ____/____/____	BM or Int. Rep: _____

ATTACHMENT C

Date: _____

This “Letter of Clarification” is written to clarify the possible language problems generated by the following section of the Project Labor Agreement (Article II, Section 2 and 5; Article IV, Section 1-B; Article V, Section 9, 12, and 13; Article VIII, Section 1; Article XV, Sections 2, 3, and 6; Article XVI, Section 2) and the A.G.C. of Ohio Building Agreement with the International Union of Operating Engineers, Local 18. 18A, 18B, 18RA dated May 1, 2007 through April 30, 2010.

“It is agreed that Operating Engineers performing work on this project shall be paid in accordance with their classification as outlined Paragraphs”47”, 52”, 53”, 54”, 55”, 64”, 56”, 61”, 62”, 66”, “70”, “71”, “72”, “76”, 77A” and Exhibit A” (wage rate and fringe contribution) of the A.G.C. of Ohio Building Agreement of 2001-2004. This Agreement in it entirety is the Local Collective Bargaining Agreement covering building construction in Local 18’s jurisdiction.” It is agreed that the ratified successor agreement between the AGC of Ohio and Local 18 shall apply on May 1, 2010 and thereafter.

Accepted by:

Signature Date

Title: _____

Signature Date

Title: _____

Signature Date

Title: _____