

BUILDING AGREEMENT

2022 - 2025

Between
LABORERS' LOCAL 1410
DAYTON, OHIO

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



and
Construction Builders Association

June 1, 2022 through March 31, 2025

Laborers' Local 1410
Affiliate of
Laborers' International Union of North America



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Table of Contents

Article	Title.....	Page #
	Preamble	2
I	Geographical Area	2
II	Scope and Definitions	3
III	Strikes and Lockouts	4
IV	Union Security	5
V	Dues Deduction	7
VI	Pre-Job Conference and Referral Procedure	8
VII	Subcontractors	10
VIII	Target Enterprise Projects	10
IX	Steward	10
X	Hours of Work	11
XI	Working Conditions	14
XII	Pay Day	16
XIII	Classifications, Wages & Rates	18-20
XIV	Foreman	21
XV	Laborers' Apprenticeship Program	21
XVI	Labor/Management Committee	24
XVII	Memorandum of Understanding Alcohol and Drug Policy	24
XVIII	Arbitration	25
XIX	Surety Bond	28
XX	Payment of Fringe Benefits	28
XXI	Training & Apprenticeship Fund	29
XXII	Health & Welfare Fund	30
XXIII	LECET	31
XXIV	Pension Fund	32
XXV	Construction Industry Advancement Fund	33
XXVI	Safety	34
XXVII	Jurisdiction of Work	35
XXVIII	Settlement of Jurisdictional Disputes	46
XXIX	Savings and Separability	46
XXX	Most Favored Nations	47
XXXI	Effective Period of Agreement	48
	Signatures	48
	Assent to Participation	51-55

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Agreement

Agreement between the Construction Builders Association, and Laborers' District Council of Ohio, Laborers' International Union of North America, Local 1410, Dayton, Ohio.

This Agreement, made and entered into this 1st day of June, 2022, by and between the Construction Builders Association, hereinafter called the Employer, and the Laborers' District Council of Ohio and Laborers' International Union of North America, Local 1410, hereinafter called the Union.

This Agreement shall be in full force and effect from June 1, 2022, through midnight, March 31, 2025.

All members of the Construction Builders Association and any persons, firm or corporation and their successors or assigns who as an Employer becomes signatory to this Agreement shall be bound by all terms and conditions of this Agreement as well as any further amendments which may be negotiated by the Construction Builders Association, and the Union, and furthermore shall be bound to make the Health and Welfare Payments, Pension Payments, Training & Apprenticeship Payments and Laborers-Employers Cooperation and Education Trust (LECET) payments required, or any other payment established by the appropriate Agreement.

It is specifically understood that said Construction Builders Association, and its negotiating committee shall not be liable hereunder for any reason whatsoever, including, but not limited to, any acts of its subscribing members.

It is specifically understood and agreed that the Laborers' District Council of Ohio, as an entity, separate and apart from the local unions of which it is comprised, shall not be liable hereunder for any reason whatsoever, including, but not limited to, acts of local unions who are members of the Laborers' District Council of Ohio.

It is further understood and agreed that the liabilities of the contractors subscribing hereto and the local unions subscribing hereto shall be several and not joint.

Preamble

This Agreement is entered into, to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes, except as provided for in Article III, between Employer and employee in this trade, and to prevent waste and unnecessary and avoidable delays and expense and for the further purpose of at all times, so far as possible to provide for labor, continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedures by which these ends may be accomplished. An apprentice, pre-apprentice, trainee, helper or any other employee, not a member in good standing of Laborers' International Union of North America shall not be permitted to perform Laborers' work as outlined in **Articles II and XXVII** of this Agreement.

Article I Geographical Area

The provisions of this Agreement shall govern employment of said conditions under which employees shall work and rates of pay they shall receive on work in building construction, in the following geographical areas: the counties of **Montgomery, Greene, Preble, Miami, Darke, Champaign, Clark, and Logan** in Ohio.

Article II

Scope and Definitions

This Agreement shall embrace building construction, asbestos, lead and hazardous waste removal, cathodic protection installation, waterworks, shaft and tunnel construction, and railroad construction including preparation of site and installation of utilities incidental thereto.

Building Construction is defined as work included in the erection and construction of building structures, including modification, additions or repairs thereto, including demolition of building and structures, wrecking and removal of masonry partitions but not limited thereto, whether material is salvage or scrapped, and excavation of foundations for building construction. In general, all site preparation construction work not related to highway construction within the property lines.

All work on industrial plant sites and any heavy work as related to water, waste and electric and gas.

Asbestos, Lead and Hazardous Material. The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; the transportation and disposal of all such materials to any authorized disposal, as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Cathodic protection installations. This group will include all construction and demolition work in conjunction with cathodic protection including, but not limited to, all testing, welding, cleaning (by any mode or method), drilling of holes, installation of anchors and electrical wire, mounting of rectifiers, running conduit and pulling wires to connect to DC side of rectifier. Installation of conductive paste, spray or roll- on of all necessary coatings or paint, installing anodes and conductive gels. Loading, unloading, transporting, handling, sizing, fitting and placement of all materials as well as operating any and all necessary equipment for same.

Waterworks, shafts and tunnel construction. This group will include all construction of waterworks, sewage, disposal plants, pumping stations, reclamation projects, incinerator plants, power houses and air pollution plants, shafts and tunnels, and subways and sewers.

Railroad construction and maintenance. This group will include all rail maintenance, rehabilitation, construction and general care taking work.

Article III Strikes and Lockouts

During the term of this Agreement, the Employer and the Union agree that there shall be no strike, lockout, work stoppage or slowdown or any other interference with or impeding of work except as hereinafter expressly provided.

If there is a legal primary strike against the Employer and no legal second gates can be established, then the Union shall advise their members that the strike is legal and the pickets are primary. The Union shall investigate the issue immediately upon notification by the company of a problem and make known to the company the results of their investigation.

For a strike or picket to be legal in this Agreement, the strike and/or picket must be sanctioned in writing by both the Dayton Building Trades Council and the striking and/or picketing International Union and further, the strike and/or pickets must be in accordance with local, state and federal law.

When separate gates are permitted, the Union will advise the Laborer employees that the second gate is a legal method of entry or exit from the project and is not legally subject to picketing or strike activity.

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

If an individual Employer defaults in the payment of wages, including a check voided by insufficient funds, the Union shall have the right to direct the covered employees to withhold their labor within twenty-four (24) hours written notification.

The Union may, with written notice, withhold labor from any Employer who is delinquent in remitting contributions or deduction payments, as specified elsewhere in this Agreement, in excess of two (2) months and take any legal action at its option.

Article IV Union Security

The Employer hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Employer over whom the Union has jurisdiction. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall

remain members in good standing and those who are not members on the effective date of this Agreement shall on the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing of the Union.

It is expressly understood that in the event an employee who works under this Agreement and is entitled to receive benefits hereunder, fails to pay the regularly scheduled dues and initiation fees to the Union, and is thereby delinquent, or in the event an employee working under this Agreement fails or refuses to join the Union as required in this section, such employee shall, at the written request of the Union, be discharged.

The Union and the Employer shall fully comply with all the requirements contained in Executive Order No. 11246 dated September 24, 1965, and will comply with all rulings promulgated by the Office of Federal Contract Compliance of the Department of Labor established thereunder. Both Employer and Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion or national origin.

The Employer will advise the local union representative of the Employer's requirements of necessary workers in the classifications of work under this Agreement and the local union representative will determine and advise the Employer of the ability of the Union to fulfill such requirements.

The employee is at liberty to work for whomever he/she sees fit, but he/she shall receive the wages agreed upon by this Agreement.

Article V

Dues Deduction

The Employer shall deduct union dues, the original initiation fee and any legal deduction for any employee who voluntarily and individually authorized the deduction on forms provided by the Union; such deductions shall be remitted to the local union during the first week of the month following the month the deductions were made. The Employer agrees to obtain such authorization for check-off of working dues from the employee at the same time as the tax withholding W-2 form is executed. It is understood and agreed that the aforesaid deductions are the only deductions that will be made from an employee's pay other than those required by federal or state law pertaining to withholding tax and/or social security deductions.

The Employers covered by this Agreement shall also deduct from the wages of employees who have authorized the same, Laborers' District Council working dues assessment in the amount of thirty-five cents (\$.35) for each hour worked and shall remit the same with the fringe benefit contributions to the Ohio Laborers' Benefit Office, P.O. Box 790, Westerville, Ohio 43081, monthly together with an accurate list of employees from whose wages said working dues were deducted and the amounts applicable to each employee. Such deductions shall be forwarded no later than the fifteenth (15th) day of the month following the month in which the work is performed.

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 Union will suggest a set amount of 5 cents an hour to be contributed by all labor employees who authorize such deduction in order to assist in administrative purposes. The Contractor shall remit contributions of each employee by the 15th of the month following the month for

which contributions were deducted, to the Ohio Laborers' 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.

The Union will indemnify and hold harmless the Employers from any and all liability that may be incurred by the Employers for action taken in reliance upon or in complying with this provision. This hold harmless provision shall not apply to any Employer refusal, failure or error in computing contributions and/or for transmitting said contributions to the designated depository.

Article VI

Pre-Job Conference and Referral Procedure

Section 1. It is agreed that upon the request of either party, a pre-job conference must be held at least five (5) days prior to commencing work with a Contractor representative in attendance who is in charge of the project. When a Contractor is awarded a contract of \$500,000 or more, the Contractor will notify the Union at the time he is awarded such job. It is further agreed that the Union may request and hold a pre-job conference with a Contractor on an individual Union basis wherein the following items will be discussed:

A. The Contractor will advise the Local Union representative of the Contractor's requirements of necessary employees in the classifications of work under this Agreement and the Local Union will determine and advise the Contractor of the ability of the Local Union to fulfill such requirements when requested.

B. Work Schedules.

C. Questions of jurisdiction and assignment of work.

D. The Contractor agrees that wherever possible at such pre-job conference he will notify the Union having jurisdiction over the project of any subcontracts let by the Contractor, the names of the Subcontractors, and the nature of the work to be performed by the Subcontractors. The Union may request a Subcontractor to meet with the Union prior to commencing work on a project, if the Subcontractor did not attend the original pre-job conference for the project.

E. The question of a shelter house for Laborers shall be discussed and agreed upon. It is understood and agreed that no agreement may be made at the pre-job conference which will change, modify, or abrogate the Labor Agreement in effect between the two parties hereto.

Section 2. A pre-job conference form will be used at the pre-conference. Copies of the signed forms furnished by the Union will be sent to the Laborers' District Council by the Union business manager and to the Construction Builders Association, and to the representative of the Contractor within five (5) days from the date of the conference.

Section 3. If the Union requests in writing a Contractor to hold a pre-job conference as outlined above, and the Contractor fails to hold the pre-job conference, the Union may withhold its labor from the Contractor until provisions of this Article are complied with.

Section 4. In consideration of the covenants herein contained the Union agrees, when requested, to provide sufficient, able and efficient employees to properly perform the various classifications of labor required in the work under this Agreement.

Article VII
Subcontractors

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

The Union and the signatory Contractor may mutually agree to exclude their traditional work normally performed by the signatory Contractor from enforcement under **Article VIII** of this Agreement. Any exclusions must be in writing and signed by both parties.

Article VIII
Target Enterprise Projects

The Employer and Union hereby mutually recognize and endorse the importance of achieving competitiveness within the industry.

There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the other party to be held within fifteen (15) days of notification of the other party.

Article IX
Steward

The Business Manager in whose jurisdiction a job or project is located shall have the right to appoint a steward from the contractors or sub-contractors employees on said job or project or to send a steward to the contractor when an additional employee or employees are employed. The steward shall be subject to the same terms of employment as any other employee. In recognizing the Union's desire to have representation on the job or project when Laborers

are employed, the steward will be afforded the opportunity to work overtime, provided the steward does not replace another Laborer previously assigned duties.

The duties of the steward shall be to see that this Agreement is strictly adhered to by both parties, protect the work jurisdiction as outlined in this Agreement, and represent the Union on jurisdictional problems that arise.

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, etc. When it becomes necessary to make a lay-off, other than the Labor Foreman, the Steward will be the last person 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 will notify the contractor of the steward so appointed.

On a project operating two or more shifts, at the option of the business manager, he will appoint a steward for each shift; however, said steward shall act in his assigned capacity for his specific shift only.

Article X **Hours of Work**

Section 1. A day's work is between the hours of 6:00 a.m. and 6:00 p.m. with thirty (30) minutes allowed for lunch period. Lunch period shall occur between the 4th and 6th hour after starting time. If a Laborer or Laborers work through their lunch period, they shall be

paid one and one-half (1-1/2) times the basic rate of wages and given a sufficient amount of time before or after the normal lunch period to eat his lunch.

Section 2. At the contractor's option, a work week of four (4) ten hour days may be scheduled. Or, in an emergency, as to plant and factory shutdown, the contractor will be afforded a work schedule that meets with the owner's request for that project. If the fifth (5th) or sixth (6th) day of the work week is to be worked as a make-up day or overtime day, the regularly-assigned crew shall be given preference for that work. Lunch period shall occur between the fifth (5th) and sixth (6th) hour after starting time.

Section 3. Five (5)- eight (8) hour days shall constitute the week's work period beginning Monday at 6:00 a.m. and ending Friday at 6:00 p.m. (with the exceptions provided for in Sections 2 and 4).

Section 4. A make-up day may be scheduled for Thursday, Friday, Saturday or any combination of the three days, if during the week work was canceled due to weather conditions or other conditions beyond the contractor's control. Such work will be paid for at the straight-time rate of pay. On weeks where recognized holidays fall within the work week, the remaining four (4) days will be considered the full week. If a contractor is working four tens as straight-time and the recognized holiday falls on one of the four ten (4-10) schedule scheduled days, the remaining three days will be considered the full week. The make-up day is voluntary without penalty or recrimination.

Section 5. When working on overtime the employee will be paid time and one-half (1-1/2) or double time (2) when complementing a craft which is receiving time and one-half (1-1/2) or double time (2) from the same Employer on that particular job site.

Section 6. When work is carried on in two shifts, each shift shall work eight (8) hours at the regular rate of wages. When work is carried on in three shifts, the first shift shall work eight (8) hours at

the regular rate of wages; the second shift shall work seven and one-half (7-1/2) hours and be paid eight (8) hours pay; the third shift shall work seven (7) hours and be paid eight (8) hours pay. No employee shall be required to work more than one (1) shift in one day.

Section 7. All work done during the week's work period other than the hours mentioned in Sections 1 , 2, 3, 4, and 6 shall be paid for at the rate of time and one-half (1-1/2) for all classifications.

Section 8. All work done between Saturday, 12:01 a.m. and Saturday 11:59 p.m. will be paid at one and one-half (1-1/2) the regular rate of pay unless performed under **Article X**, Section 4 and Section 5. All work done between 12:01 a.m. Sunday and 11:59 p.m. Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; shall be paid for at two (2) times the basic rate of wages. If any of these holidays come on Sunday, it will be observed the following Monday.

Section 9. All employees employed on any shift or any qualified employees ordered out and not put to work shall be guaranteed two (2) hours pay. The employee shall receive pay for actual time worked over two hours. Employees shall remain on the project for the above periods if requested to do so by the Employer. This shall not apply whenever weather conditions prevent work.

Section 10. After twelve (12) hours of work, employees shall be given a second lunch break.

Section 11. Employees shall not be required to work outside the geographic jurisdiction of this Agreement.

Section 12. There shall be no traveling time allowed in connection with the employment within the confines of the jurisdiction of this Agreement except when workers are moved from shop to job or from job to job during working hours. No employee shall be required to move from job to job during the employee lunch period.

Section 13. When work is of such a nature that it does not qualify for shift work due to circumstances which prevent a day shift, and if the majority of the hours worked are worked in the normal second shift hours, it is agreed that for seven and one-half (7-1/2) hours work there shall be eight (8) hours pay. If the majority of the hours worked are worked in the normal third shift hours, it is agreed that for seven (7) hours work there shall be eight (8) hours pay.

Article XI Working Conditions

Section 1. Employees shall not lose time traveling from job-to-job during working hours, nor shall they be compelled to travel during the lunch period.

Section 2. Ample and comfortable space shall be made available for the Laborers on the job, devoid of tools and materials and properly heated wherein the Laborers may eat and use as a “change house”.

Section 3. The Employer agrees to furnish raincoats, boots, and other rain gear whenever workers are required to work in rain, concrete, or any wet work whatsoever, the cost of which may be deducted from the employee’s wages if the employee fails to return the furnished equipment.

Section 4. Sanitation measures shall be observed on all wearing apparel that is subject to spreading disease. An approved type of disinfectant shall be used.

Section 5. Suitable toilet facilities shall be provided on all jobs.

Section 6. Pure, clean drinking water shall be accessible at all times with sanitary paper cups available. Iced water or its equivalent shall be furnished by the Employer during the months from May through September.

Section 7. Workers shall be at their regular place of work at starting time and shall have adequate time to clean and put away tools in order to be ready to leave the job at quitting time.

Section 8. When employees are required to work with acid, creosoted materials, and tar, the Employer shall provide protective clothing and eye protection. Any wearing apparel destroyed by fire shall be replaced by the Employer.

Section 9. Any employee injured on a job-incurred accident during the shift which required emergency treatment by a physician, hospital, or first-aid shall receive pay for a full shift. However, if the injured employee is released to return to work and does not return to work, then he/she shall receive pay only for the actual time worked. All job-incurred accidents must be reported immediately to the Employer's representative on the job site.

Section 10. Employees employed under the terms and conditions of this Agreement shall be permitted adequate time to vote on election day, but only if the employees' working hours conflicts with the scheduled hours that the polls are open.

Section 11. In the event that the Laborers are sent home because of weather conditions, the Employer agrees not to assign any of the Laborers' work to any other craft.

Section 12. The employee shall not be required to commence work until the regular starting time.

Section 13. Employees shall have the privilege to take two (2) weeks vacation each year, or a leave of absence, without pay, at a time mutually agreed to by the Employer and the employee. The Employer has the right to replace same.

Section 14. Employees may drink non-alcoholic beverages while at work.

Section 15. The Employer agrees that there shall be no temporary transferring of workers from one Employer's payroll to another without the consent of the Union.

Section 16. To insure the safety of Laborers in construction work, it shall be a condition of this Agreement that all contractors shall comply with the safety provisions set down in OAC 4123:1-3 of the Safety Code of Ohio. And it shall be the Employer's responsibility to see that all applicable safety regulations are enforced. If the business manager or the steward advised the Employer of hazardous conditions on the project, and the Employer does not begin to remedy the condition to make it safe, work shall be discontinued in that area until made safe.

The Employer, the Union and each employee will comply with all applicable local, state and federal statutes and regulations as well as the Employers' accident prevention and safety rules. Non-compliance by any employee will subject such employee to disciplinary action, including discharge.

The Employer shall furnish the necessary safety equipment, the cost of which may be deducted from the employees' wages if the employee fails to return the safety equipment.

Section 17. Transfers or layoff: Laborers tending specific crafts on a construction site shall not be transferred or laid off from the tending of these crafts and leaving the crafts unattended.

Section 18. There shall be no cell phone usage during work hours except when Employees are on break or during Lunch period.

Article XII

Pay day

Employees shall be paid once each week on the pay day established by the Employer. No more than five (5) days pay shall be held back

from the regular weekly pay, unless otherwise approved in writing by the Union. Each employee shall be paid in currency or payroll check and during the regular working hours; if the job is not worked on pay day because of weather or any other unforeseen circumstances, the employee will be paid no later than twelve o'clock (12:00) noon.

Payroll checks shall have a wage statement attached to each check and currency shall be in a sealed envelope which shall have a wage statement on its face. The wage statement must include all of the following items:

1. The name and address of the Employer
2. The name of the employee
3. The date the weekly pay period ends
4. The number of straight time hours worked during the pay period
5. The number of overtime hours worked
6. The gross amount of wages
7. The amount of income tax withheld
8. The amount of social security withheld
9. The net amount of money enclosed
10. All other deductions

When an employee is laid-off or discharged, that employee shall be paid in full on the job, unless some other arrangement for payment is mutually agreed to.

Employees leaving their jobs on their own volition shall receive their pay at the next regular pay day.

It is further mutually agreed that termination slips to employees are mandatory. Standard termination slips will be given to each worker upon lay-off or discharge, which shall indicate the reason for separation of work.

Article XIII
Wage Rates, Fringes and Classifications

The Employer and the Union agree that the following hourly wage rates and classifications have been established and agreed to for the duration of this Agreement.

Contributions referred to in this Article for Health and Welfare (H&W), Pension, Training and Apprenticeship (T&A), and LECET are those fringe benefits referred to in **Articles XXII, XXIV, XXI, and XXIII**, respectively. Contributions for the Construction Industry Advancement Program (Industry Fund) is that contribution referred to in **Article XXV**.

It is agreed that any increase in a fringe benefit (except the Industry Fund) from the amounts stated in this Article shall be deducted from the stated rates of pay.

With regard to work performed in more than one work classification by any Laborer during a single day, it is agreed that when three (3) or more hours work was performed in a higher rate classification, then that rate shall be used to calculate the Laborer's pay for that full day.

Article XIII

Classifications

Group A

Building & Construction Laborer, Railroad Laborers, Asbestos and Hazardous Waste (Levels A, B, C, & D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, all Machine & Power Driven Tools, Sandblaster, Landscaping, Sewer Jet, Waterperson, Tool Cage Laborer, Unloading of Furniture and Fixtures, Final Clean-Up, Watchman, Signal Men

Group B

Mason Tender For Bricklayers, Flexicore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks); Plasterer Tenders, Scaffold Builders and Lathers

Group C

Tender Operators, CDL Drivers and Forklift/Skid Steer Operators

Article XIII
Wage Rates and Fringes
Laborers' Local #1410 - Dayton
 Jurisdiction for Montgomery, Greene, Preble, Miami, Darke,
 Champaign, Clark and Logan Counties
 Effective for the period
 June 1, 2022, through March 31, 2025

Rates of Pay

	<u>6-1-2022</u>	<u>4-1-2023</u>	<u>4-1-2024</u>
Group A	\$29.40	\$30.95	\$32.55
Group B	\$30.00	\$31.55	\$33.15
Group C	\$30.50	\$32.05	\$33.65

Foreman: Fifty cents (\$.50) more per hour above highest rate supervised. **General Labor Foreman:** One dollar (\$1.00) more per hour above highest rate supervised.

Deductions: Working dues four percent (4%) of gross. Thirty-five cents (\$.35) per hour for District Council working dues assessment.

Fringes Paid on All Hours Worked

(in addition to the hourly rate of pay)

	<u>6-1-2022</u>	<u>4-1-2023</u>	<u>4-1-2024</u>
H&W	\$7.70	\$7.70	\$7.70
Pension	\$3.95	\$3.95	\$3.95
T & A	\$.40	\$.40	\$.40
LECET	\$.10	\$.10	\$.10

Article XIV

Foreman

The selection and placement of a labor and/or general labor foreman shall be the exclusive prerogative of the Employer. When seven (7) or more Laborers are employed on any one project, the Employer must have a labor and/or general labor foreman who shall be a member of the Laborers' International Union of North America, Local 1410. The Union shall maintain a list of qualified members for the position of labor and/or general labor foreman and said list will be available to the Employer.

The labor foreman shall be paid fifty cents (\$.50) per hour above the highest classified labor rate coming under his supervision. The general labor foreman shall be paid one dollar (\$1.00) above the highest classified labor rate coming under his supervision. The tender foreman shall be paid fifty cents (\$.50) per hour above the highest tenders rate.

If the job warrants a labor foreman, Laborers shall receive orders from him. If not, the Laborers shall receive orders from the job superintendent.

Article XV

Construction Craft Laborers' Apprenticeship Program

Section 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.

Section 2. All registered apprentices shall be under the direction and control of the Board of Trustees of the Laborers' Training and Apprenticeship 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.

Section 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.

Section 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 jobsites, as the ratio must be maintained for each project.

Section 5. Every employee of the Contractor 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.

Section 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.

Section 7. Any person entering but failing to maintain and complete his or her apprenticeship, as determined by the Joint Apprenticeship & Training Committee ("JATC"), shall not be employed by the Contractor as a journey worker under this Agreement for the duration of the remaining apprenticeship period.

Section 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	Percent of Wage Scale
0 - 1000	60 percent
1001 - 2000	70 percent
2001 - 3000	80 percent
3001 - 4000	90 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.

Section 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 Contractors 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 Contractor 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 the training as established by the Ohio Laborers' Training and Apprenticeship Trust Fund.

Article XVI
Labor-Management Committee

Recognizing a need for handling and resolving disputes and other problems that cause friction between management and labor, the parties hereto agree that they shall mutually cause a committee to be formed and created consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The committee shall be called the labor-management committee.

The duty and purpose of this committee shall be two- fold:

(1) to investigate and discuss at regular intervals but not less than bi-monthly such disputes and other problems causing friction and to report to both the Employer and the Union its recommendations for solutions to the matters presented.

(2) upon call, either party to this Agreement may request a meeting of this committee which must be held within five (5) working days, to settle any dispute or misunderstanding between the parties. For the settlement of any dispute or misunderstanding, four (4) members shall constitute a quorum, two (2) of whom must be representatives from the Employer and two (2) of whom must be representatives from the Union. Neither side shall cast more ballots than the other. A decision shall require a majority vote and such decision shall be final and binding upon the parties hereto.

Article XVII
Memorandum of Understanding
Alcohol and Drug Policy

This memorandum of understanding is made effective this 1st day of June 1994, by and between the Construction Builders Association, and the Laborers' District Council of Ohio and Laborers' International Union of North America, Local 1410.

The Employer and the Union acknowledge that substance abuse is a serious and complex disease that negatively affects the productive, personal and family lives of employees and the stability of companies.

The Employer and the Union are committed to addressing the problems of substance abuse in order to ensure the safety of the working environment, employees and the public and to providing employees with access to necessary treatment and rehabilitation assistance through joint trustees as defined in the health and welfare program.

The health and welfare program has defined a program of employee assistance to assure that employees requiring treatment and rehabilitation resulting from their substance abuse can receive such services.

Employees will be strongly encouraged and sometimes directed (after positive testing) to seek and receive services of the employee assistance program prior to such problems affecting job performance or resulting in on-the-job accidents.

Article XVIII

Arbitration

Section 1. Any dispute, (except a jurisdiction-of-work dispute and except as herein otherwise provided) if not settled to the mutual satisfaction of the employee(s) involved, shall be referred to a representative of the Union for the purpose of effecting settlement to the mutual satisfaction of the Employer and employee(s) involved. If the dispute is not resolved within the seven (7) day period referred to above, the matter must be immediately referred to the joint arbitration board as hereinafter provided for.

Section 2. A joint arbitration board is hereby created. It shall consist of six (6) members, three (3) selected by each of the parties hereto.

However, no Employer or employee directly involved in the dispute shall be selected. Upon referral of a dispute (except a jurisdiction-of-work dispute and except as herein otherwise provided) to the joint arbitration board, the parties hereto must select their respective three (3) members who must meet and render a decision within seventy-two (72) hours from the time of such referral. Such decision shall not be in violation of any local, state or federal law and shall be subject to the majority vote of the joint board. Failure on the part of the joint board to render a decision because of their inability to obtain a majority vote must be announced to the parties to the dispute at the expiration of the seventy-two (72) hour period, at which time the parties hereto shall promptly address a joint request to the director of the federal mediation and conciliation service for a panel of five (5) arbitrators, from which each party shall alternately strike one name until but one remains. That remaining person shall be designated as the impartial arbitrator to hear and determine the dispute.

In the event an impartial arbitrator is selected as herein provided through the use of a panel, he shall be requested to render a decision within thirty (30) days.

Any decision arrived at by the provision hereof shall be final and binding. Expenses of arbitrators shall be shared equally by the parties.

Section 3. Failure of settlement in the above matter shall not deprive the parties involved, either directly or indirectly of their rights to adjust their grievance or grievances pursuant to law.

Section 4. Notwithstanding any of the provisions for arbitration and the Union's right to strike, it is expressly understood as follows:

(a) a dispute involving jurisdiction-of-work shall not be subject to arbitration.

(b) the Union shall have the right to take economic action if the Employer breached the contract by being delinquent in contributions, payment, remittances or, security provided for in the welfare fund, pension fund, industry advancement fund, union security, check-off and payroll deduction, wages, and LECET.

(c) it shall not be a violation of this Agreement or grounds for discipline, discharge, or reprimand of an employee of any Employer covered by this Agreement to refuse to cross a picket line and perform work in any instance where picket lines have been established by a bona fide labor union as hereinafter expressly provided in **Article III** of this Agreement.

(d) none of the matters described in this section shall be subject to arbitration.

Section 5. During the processing of arbitration in disputes which are subject to arbitration and which are not excepted from the provisions of arbitration, there shall be no lockout by the Employer, no strike, work stoppage, slowdown or other interruption of work by the employees or by the Union except as specifically provided for herein above.

Article XIX
Surety Bond

Any Employer upon agreeing to the Agreement and not previously a party to the Agreement with the Laborers' Local #1410, or any Employer who has become delinquent in the payment of fringes (allowing for ten (10) day grace period to comply with the payment obligation), shall be required to post a bond as surety for payment of fringe funds as required under the Agreement, per the following schedule for the Surety Bond amounts:

10 or less employees	\$25,000
11 to 25 employees	\$75,000
Greater than 25 Employees	\$150,000

Said bond must be by certified or cashiers check or must be a Surety Bond underwritten by a responsible surety underwriter on a bond form provided by the Fund Trustees. Said bond shall be posted with the Trustees of the Fund(s). The Fund Administrator shall publish and provide a list once a month to the Construction Builders Association of those Contractors who are delinquent.

If an individual Employer is found to be delinquent in his contributions to any jointly trusteed funds and does not take necessary action to make payment of these amounts following written notification, then the Union shall have the right to direct the covered employees to withhold their labor until contributions which are owing are paid in full.

Article XX
Payment of Fringe Benefits

The Contractor agrees to contribute to the fringe benefit programs, (i.e., Training & Apprenticeship, Health & Welfare, Pension Fund, Industry Fund and LECET) the sums stated in **Article XIII** for each hour worked by each employee covered by this Agreement. 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.

Article XXI

Training & Apprenticeship Fund

The Contractor agrees to contribute the sum agreed on in **Article XXIII** for each hour worked to each employee covered by this Agreement and employed by the contractor, to the trustees of the Ohio Laborers' Training & Apprenticeship Fund. The purpose of this fund shall be for employee training, advanced training, construction technical education, safety education, educational and informational programs for the betterment of such employees and the common good of the industry, and other programs for training and generally upgrading employees' abilities and opportunities within the industry.

The provisions of this Article shall cover all members of the Construction Builders Association, and all contractors who hereafter become signatory to this Agreement. 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 incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any contractor obligated to contribute to the fund and who fails to do so and becomes delinquent under the regulations established by the trustees for receipt of contributions, and after the Union has given written notice to the contractor of such delinquency, the Union shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union and/or the trustees of the fund retain the right to take legal or other appropriate action as may be deemed necessary to collect delinquent payments.

The trustees of the fund may notify a contractor that an audit will be made of his payroll records to determine if correct payments are being made to the fund, and the contractor shall comply and cooperate with requests for any such audit and inspection.

The provisions and terms of this Article are not subject to or suitable for arbitration by the terms of this Agreement or any other Agreement.

Article XXII

Health and Welfare Fund

The Contractor agrees to contribute the sum agreed on in **Article XIII** for each hour worked to each employee covered by this Agreement and employed by the contractor, to the trustees of the Ohio Laborers' District Council - Ohio Contractor Association Insurance Fund, for the purpose of providing health, welfare and other benefits for the employees as established by the Trust Agreement between the parties and as it may be amended from time-to-time hereafter.

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 by the trustees of the fund for the efficient operation thereof, and the said amounts per hour for each such employee for each hour worked shall be transmitted to the offices of the fund by the 15th day of each month for the calendar month immediately preceding the reporting date.

The provisions of this Article shall cover all members of Construction Builders Association and all contractors who hereafter become signatory to this Agreement. 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 incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any contractor obligated to contribute to the fund and who fails to do

so and becomes delinquent under the regulations established by the trustees for receipt of contributions, and after the Union has given written notice to the contractor of such delinquency, the Union shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union and/or the trustees of the fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

The trustees of the fund may notify a contractor that an audit will be made of his payroll records to determine if correct payments are being made to the fund, and the contractor shall comply and cooperate with requests for any such audit and inspection.

The provisions and terms of this Article are not subject to or suitable for arbitration by the terms of this Agreement or any other Agreement.

Article XXIII

Ohio Laborers-Employers Cooperation and Education Trust (LECET)

Section 1. The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that workers as well as business benefits from labor- management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employer and the Union agree to participate in the labor-management cooperation trust funds described herein which are established in accordance with section 302(c)(9) of the Taft-Hartley Act.

Section 2. The Employer shall contribute to the Laborers- Employers Cooperation and Education Trust (LECET) effective as of the effective date of this Agreement, including any extensions or renewals thereof. The Employer shall contribute to LECET at the rate set out

in **Article XIII** of this Agreement for each hour or portion of an hour for which each Employer covered by this Agreement is entitled to pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET designates. The Employer shall also submit such reports as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

Article XXIV Pension Fund

The Contractor agrees to contribute the sum agreed on in **Article XIII** for each hour worked to each employee covered by this Agreement and employed by the contractor, to the trustees of the Laborers' District Council and Contractors Pension Fund of Ohio, for the purpose of providing pension benefits for the employees as established by the Trust Agreement between the parties and as it may be amended from time to time hereafter.

The provisions of this Article shall cover all members of the Construction Builders Association, and all contractors who hereafter become signatory to this Agreement. 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 incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries. Notwithstanding any other provisions of this Labor Agreement, any contractor obligated to contribute to the fund and who fails to do so and becomes delinquent under the regulations established by the trustees for receipt of contributions, and after the Union has given written notice to the contractor of such delinquency, the Union shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union and/or the trustees of the fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

The trustees of the fund may notify a contractor that an audit will be made of his payroll records to determine if correct payments are being made to the fund, and the contractor shall comply and cooperate with requests for any such audit and inspection.

The provisions and terms of this Article are not subject to or suitable for arbitration by the terms of this Agreement or any other agreement.

Article XXV

Construction Industry Advancement Program

The Employer and the Union agree to and approve the establishment of a Construction Industry Advancement Program to promote the common good of the construction industry by providing financial support for activities which may include, but not necessarily be restricted to:

- 1 promotion of safety
- 2 market development
- 3 protection of legitimate markets
- 4 public relations
- 5 industry relations
- 6 collection and distribution of information from and to all segments of the construction industry and related groups or authorities
- 7 to promote, encourage and advocate needed and helpful legislation for our industry, for the general good of all
- 8 education and training
- 9 research into new methods and materials

Each Employer covered by this Agreement shall pay twenty-five cents (\$.25) for each hour worked by each employee within the bargaining unit to the Construction Industry Advancement Program which will be administered by the Employer. The Employer may use the monies allocated and paid into the fund of the Construction Industry Advancement Program for the purpose of meeting all costs to the association in carrying out the activities and programs

set forth above. Payments to the program shall be in accordance with instruction on forms furnished by the Construction Builders Association, who is the exclusive administrator of this fund.

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the 15th day of each month covering amounts due for the preceding month. If an Employer shall fail to make his payment when the same shall be due and payable, he shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Industry Advancement Program for damages due to additional administrative expenses, impairment of reserves, and costs of collection arising from late payment.

Should there be any termination of payments allocable to the Construction Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence of a contractual obligation upon the Employer to make payments so allocable, or for any other reason, the assets and fund of the Construction Industry Advancement Program shall not be distributed among any Employers, or the Union, but shall be held by the Employer, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein. There is specifically excluded from the purposes of the Construction Industry Advancement Program, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

Article XXVI
Safety
10-Hour Annual Retraining

Effective May 31, 1999 and annually thereafter, each bargaining unit journeyman shall be required to successfully complete annual

ten (10) hours of retraining. Any bargaining unit journeyman who fails to successfully complete annual retraining shall be paid base wages at a rate equal to twenty-five cents (\$.25) per hour less than the base wage provided for in each Agreement. Such lesser payment shall be made only upon written notice to the Employer from the person, firm, or entity charged with the duty of training.

16-Hour OSHA Training

Effective May 31, 1999, there shall be in place a sixteen (16) hour safety training program (“the program”) for bargaining unit journeyman. Pursuant to such program, each bargaining unit journeyman shall be required to successfully complete the sixteen (16) hour OSHA training and to successfully complete retraining as required under the terms of the program. Any bargaining unit journeyman who fails to successfully complete safety training or who fails to maintain certification as required under the terms of the program shall be paid base wages at a rate equal to twenty-five cents (\$.25) per hour less than the base wages provided for in this Agreement. Such lesser payment shall be made only upon written notice to the Employer from the person, firm or entity charged with the duty of training under the program.

Article XXVII Jurisdiction-of-Work

Mason Tender: Distribution of all materials used by brick mason by any method including distribution by motorized wheelbarrows, power pulleys, walk-along forklift trucks, including stand on platform types, all terrain forklifts, 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, including brick mortar, tile, blocks, stone, and ringing of signal bells on elevator hoists. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work

of the Laborers. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the Laborers. The pouring, puddling and vibrating of all masonry walls, with concrete vermiculite, sand, insulation or any other materials shall be the work of the Laborers.

Plasterer Tender: Distribution of all materials used by a plasterer by any method shall be the work of the plasterer tender. When pumped, the assembly, uncoupling, bracing, propping of all connections in 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, windows and ringing of signal bells on elevator hoists. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the Laborer. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the Laborers.

Scaffolding: Building of scaffolds and staging for cement masons, brick masons, lathers and plasterers, including maintenance and removal of same.

Excavating and Foundations: Excavating for buildings and all other construction, including airport construction; digging of trenches, pier foundations, holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, wells, cylinders, dams, dikes, subways, grading, pitman, driving sheeting by maul hand or jackhammer, also the signaling of all work described herein, including direction of traffic and flagmen on the job site. Handling and installation of well points or any other dewatering system. When a signal man is required on excavation and back filling when done in the blind, the signaling shall be performed by the Local 1410 Laborers.

General Excavation and Grading: All clearing of sites, trees, brush and disposal of same; tamping, filling, back filling, grading and

landscaping; and all semi-skilled and unskilled labor work connected herewith.

Landscaping: Landscaping consists of preparing the soil, grading, backfilling, fencing, digging of holes, planting of trees, shrubs, seed, straw, sod and all fertilizing, including the unloading, loading, distributing of all the above items and watering of all seed, sod, trees, shrubs inclusive.

Drilling, Blasting and Lancing: All work of drilling, jackhammering 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 of all blasting mats. All work in connection with blasting, loading holes, setting fuses, making primers and exploding charges.

Under-pinning, Lagging, Bracing, Propping and Shoring: Under-pinning, lagging, bracing, propping and shoring, operation of the air track and wagon drill, raising and moving of all structures; razing of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and under-pinning of structures; loading, signaling, right-of-way clearance along the route of movement, resetting of structures in new locations to include all site clearing, hand excavating for foundation and concrete work. Clean-up and backfilling, landscaping old and new site.

Iron Worker Tender: Unloading to stockpile of reinforced rods, wire mesh, windows, window frames, doors, door bucks and angle irons when done by hand. Also metal siding, lockers uncrating of same.

Utilities and Pipe Lines: All sewer, gas, water, electric, steam and drainage excavating, digging, (laying of all sewers inside of curb line), backfilling when done by hand, shall be the work of the Local 1410 Laborers. Distribution of all materials used on the above work; also concreting and grouting. In no event will any Laborers be

permitted to work in any depth that is considered hazardous without being properly sheeted, braced and made safe to work.

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 process, including operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power; cutting of nails, wires, wall ties, 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 or aggregates whether poured, pumped, gunited 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, other than curing compounds and sprinkling of concrete mortar and other materials applies to walks, floors, ceiling, and foundations of building and structures. This includes temporary protective covering of all kinds, before or after any concrete pours. The building of 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, sufficient number of Laborers will be used. All concrete work as described above and in addition the hooking on, the unhooking of the bucket, placing, signaling of all concrete and other aggregates shall be the work of the Laborers. Bush hammering work for all concrete work; all of the above and any other work in connection with concrete whether semi-skilled or unskilled shall be the work of the Laborers. The discharging of all concrete from the

trucks to hoppers, concrete buckets, pumpers, buggies or any other method used in discharging concrete from trucks, shall be the work of the Laborers.

Waterworks, Sewage Disposal Plants, Pumping Station, Reclamation Projects, Incinerator Plants, Power House and Air Pollution Plants, etc.: All work in connection with the above-mentioned facilities, such as the pouring of concrete, laying of all sewers, pipe wrenching, backfilling, grading, digging, tenders. And all other semi-skilled labor work not mentioned shall be done by Laborers covered under this Agreement.

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 material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumpcreting 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 and in addition, the hooking-on, signaling and dumping of concrete and material. Installation of well points or any other dewatering system.

Signal men: Signal men for traffic control within the construction site.

Cutting and Burning & Wrecking: The wrecking, dismantling of partial or complete structures such as furnaces, boilers, stoves, gas washers, dustcatchers, stacks, precipitator, power house, slag pit, and etc. All hooking and unhooking, signaling when materials for salvage or scrap are removed.

The demolition of all asbestos, buildings, factories, etc. All loading and unloading of materials carried away from the site of wrecking. In all remodeling and renovation, the wrecking, dismantling and partial wrecking of all fixtures, counters, partitions, walls, floors, flooring, shelves, etc. when not salvageable or when scrap, shall be done by the Laborers. The wetting-down of all debris in the processing of the demolition shall be done by the Laborers.

All burning of debris on the job site will be tended by the Laborer for the safety of the public.

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, basements, floors, aprons, all concrete work for walls, foundations, floors or any other construction; mixing, handling, conveying, grouting, rough grading by a rake or shovel; pouring-in, piling, vibrating, guniting, and otherwise applying concrete whether done by hand or any other process; cutting of nails, wires, wall ties, raising reinforced rods, mesh, chipping, and roughing by hand or any other process and ringing of signal bells on elevator hoists. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the Laborers.

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

Under certain job conditions, a contractor utilizes temporary heating equipment at his option which requires periodic filling or switching of fuel tanks or repositioning of such heating equipment one or more times during an eight hour period. In this situation, the tending of this equipment shall be performed by a member of Laborers' Local 1410

and he shall be paid at the building and construction Laborers' and tenders rate of pay.

Carpenter Tender: When there is a continuous pour of concrete for construction where jacks are used, the Laborer shall be used to do all jacking on this type of work; all signaling or bell ringing on all hoists and cleaning of lumber and pulling of nails; also, all drilling for anchor bolts and dowels when drilling is done in concrete. The unloading of metal doors, bucks, to a stockpile or stockpiles shall be the work of the Laborers. The stripping of forms that are wrecked or are not to be reused on the same job site shall be done by Laborers.

Where power is used in the moving, loading or unloading of concrete forms and all other materials used by carpenters and handled by Laborers including all handling, rigging, and signaling to a stockpile or stockpiles shall be the work of the Laborers. Any Employer not assigning work in accordance with this section shall be considered in violation of this Agreement.

The stripping in its entirety of all deck forms, ceca pans or similar type pans, panel forms, plastic, fiberglass or paper forms, plywood decks, beam bottoms, beam sides and column forms shall be done by equal number of carpenters and Laborers.

The stripping of panel forms, allen forms, and similar patented wall forms shall be done by carpenters.

The moving, cleaning, oiling and carrying of concrete forms to the next point of erection in a stockpile or stockpiles, at the approximate point of installation designated by contractor's representative shall be done by Laborers.

It is agreed that on drilled, poured-in-place piling, or vibrofloatation of frankie systems, that spotting of drilling, or other mechanism and alignment of same shall be work of pile driver, as well as direction of the job. If casing or caisson, all welding and burning involved is

work of pile drivers. Removal of water, dirt and debris and pouring of concrete as well as general assistance in handling of casing, is work of the Laborer.

Sheet piling driven by mechanical means, such as hammer hung from crane, is work of pile drivers. Any piling driven by jackhammer held by hand or mallet or sledge, is work of the Laborers. The fabrication of wood sheeting is the work of the carpenter.

Under the direction of carpenters, Laborers shall carry material to a stockpile in or near saw shed and after being processed they will then carry it to a stockpile at the approximate point of installation.

Hand lines used to raise or lower forms and material to actual point of installation shall be handled by carpenters. Hand lines used to raise or lower material or forms to a stockpile shall be performed by Laborers.

On temporary installations (windbreaks, concrete protection or canopies) the building of the framework shall be done by carpenters. Covers such as tarps or visqueen and/or other material shall be placed in position by Laborers and fastened by carpenters. On the removal or dismantling of these installations, carpenters shall remove batts, braces or other material sufficient to allow the complete removal of framework.

During this operation, Laborers will remove tarps, visqueen or other covering material. If protection is to be reused as built-up panels or sections, carpenters will remove and/or place in new position. When reduced to material, Laborers will complete operation of dismantling and reduce framework to material.

In erection of scaffolding over fourteen feet in height, Laborers will excavate if necessary for mud sill, carpenters will then place mud sill, align and level. Laborers will stockpile scaffolding in approximate position when sufficient heights is reached to required

well wheel or hand line. Carpenters will install well wheel and/or rope. Laborers will then tie on material and carpenters will pull to point of installation, including hand rail, planking, and all material necessary for completion of scaffolding. Ledger boards in final lift of scaffolding will be placed by the Laborers, if applied loose; if nailed or secured in any other manner, carpenters will place final ledger boards.

All mucking of dirt and bottom work is work of the Laborers including signaling of rig to excavate. If it is necessary to excavate in order to place whalers or ring sets while pile driver is setting ring sets or whalers, or to handle and lower ring sets and whalers, signaling of rig shall be done by pile drivers.

Furniture that arrives on the job site knocked down shall be unloaded and assembled and set by carpenters. Furniture that is assembled when it arrives on job site, shall be unloaded by the Laborers. Any leveling and aligning shall be done by the carpenters.

All crated, boxed, cartoned or wrapped items that are to be used or installed by carpenters shall be unloaded to a stockpile or stockpiles at the approximate point of erection designated by contractor's representative, by Laborers. These items shall include but are not limited to cabinets, fixtures, trim materials, hardware, paneling, molding, doors, door jambs, etc. The uncrating shall be done by carpenters. Laborers shall clean up debris.

Crated, boxed, cartoned or wrapped cabinets that are to be installed on apartment buildings and cannot be stockpiled on the upper floors will be unloaded and placed on hoist or elevator by Laborers and removed from hoist or elevator by carpenters.

Those trim materials not crated, boxed, cartoned or wrapped such as cabinets, fixtures, hardware, paneling, molding, doors, door jambs, etc. shall be unloaded and installed by carpenters. If a mixed load arrives, it shall be unloaded by an equal number of carpenters and Laborers.

Floor tile and acoustical tile shall be unloaded to a stockpile or stockpiles by Laborers if the total job requires more than three man-hours of unloading time.

Drywall, cooling tower materials, planking, shoring, scaffolding, framing materials, runways, concrete forms, plywood not used for trim, shall be unloaded to stockpile or stockpiles by Laborers.

If pre-fab panels are unloaded and simultaneously erected, unloading and erecting shall be done by carpenters. If panels are to be stockpiled at foundations, then Laborers shall unload to stockpiles.

The unloading and handling of materials which are covered by understandings between carpenters and other building trades unions shall be unloaded by carpenters.

Asbestos, Lead and Hazardous Material: The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc. And the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; the transportation and disposal of all such materials to any authorized disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Level A (Rate A): 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, self-contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves.

Level B (Rate A): protective equipment includes a chemically resistant 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.

Level C (Rate A): protective equipment includes a protective suit and an air-purifying respirator (APR) with the appropriate filter canisters.

Level D (Rate 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.

Cathodic Protection Installations: This group will include all construction and demolition work in conjunction with cathodic protection including, but not limited to, all testing, welding, cleaning (by any mode or method), drilling of holes, installation of anchors and electrical wire, mounting of rectifiers, running conduit and pulling wires to connect to DC side of rectifier. Installation of conductive paste, spray or roll- on of all necessary coatings or paint, installing anodes and conductive gels. Loading, unloading, transporting, handling, sizing, fitting and placement of all materials as well as operating any and all necessary equipment for same.

Final Clean-Up: Prior to the acceptance of the building by the owner, final clean-up includes sweeping, cleaning of fixtures, washdown and wiping of construction facilities, equipment and furnishings; 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 Laborers. 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.

Article XXVIII
Settlement of Jurisdictional Disputes

(A) In the event a jurisdictional dispute should arise over the assignment contrary to the jurisdictional claims of Laborers' International Union of North America, Local 1410, the Employer shall notify all interested parties to such jurisdictional dispute to attend an emergency joint conference on the job site unless not mutually agreed to by both parties in an endeavor to resolve such dispute. Interested parties shall include the parties to this Agreement and any contractor involved.

(B) If within one (1) working day of the notification, the dispute has not been resolved, said dispute shall be mandated to the representatives of the international unions of all trades having Agreements with the Employer to meet and bring about or cause to bring about a satisfactory or mutual understanding. If the dispute has not been resolved by representatives of the international unions, then disputes will be resolved pursuant to the procedures of the National Labor Relations Board.

(C) In the event such jurisdictional dispute involves work being performed by the Union party to this Agreement, the Employer may, to the exclusion of (A), pursue any legal remedies it deems necessary. The Union shall cooperate fully with the Employer and the employees shall continue to perform the work so long as the assignment of the work in dispute is not changed.

Article XXIX
Savings and Separability

It is mutually agreed that if any clause, terms or provisions of this Agreement is or is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or any other board or agency having jurisdiction in the matter, such clauses, terms or provisions shall be or become inoperative of any effect without

disturbing the other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.

In the event that any clause, terms or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction to the matter, said clause, terms or provisions shall be renegotiated to the mutual satisfaction of the parties, but during such renegotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

Article XXX **Most Favored Nations**

The Union hereby agrees that if at any time it enters into any agreement, understanding, project agreement or other understanding with any other employer or employer association who is or are in competition with a signatory contractor to this Agreement, or contractor bound to this Agreement, which is applicable within the geographic area covered by this Agreement, then the Employer signatory hereto, with respect to those conditions, etc. which are deemed by him to be more favorable than the conditions of employment set forth in this Agreement in any real competitive respect, shall have the right to adopt such more favorable condition(s) in lieu of the condition(s) set forth in this Agreement upon giving notice of same to the Union signatory hereto. Any notification sent to effect this right shall include a copy of the agreement which contains the more favorable condition(s) and an indication of which clause(s) in such agreement are either being added or replacing clauses in this Agreement. This clause excludes international agreements if made available to contractors signatory to this Agreement or project agreements signed directly with the owner/ owner's agent and the Union.

Article XXXI
Effective Period of Agreement

All terms and conditions of this Agreement, as amended, shall be effective as of the first (1st) day of June, 2022, and shall remain in full force and effect until the last day of March, 2025, and shall continue to remain in full force and effect from year to year thereafter, unless either party notifies the other party in writing of its intention to amend, modify or terminate said Agreement at least sixty (60) days prior to expiration of this Agreement.

In order to maintain competitiveness on prevailing wage projects, management and labor agree that on prevailing wage projects, the prevailing wages established for the project will take precedence over the rates in this Agreement for the life of the prevailing project rate.

Should Local, State, or Federal Legislation pass after the effective date of this agreement impact this agreement, then the negotiating teams (the Union and the Construction Builders Association) shall immediately meet to resolve the problems created.

In witness whereof, the parties have executed this Agreement at Dayton, Ohio, this 1st day of June, 2022.

Construction Builders Association

Laborers' International
Union of North
America, Local 1410

/s/ Randall Fox

Construction Builders Association
Executive Director

/s/ Teddy C. Baker

Laborers' Local 1410
Business Manager

/s/ Andy Goetz
Shook, Inc.

/s/ Sean Smith
Smith Construction Co.

/s/ Douglas McNames
Baker Concrete
Construction, Inc.

/s/ Doug Crusey
Peterson Construction Co.

/s/ Randall Fox
Executive Director
Construction Builders Association

/s/ Jason Lautensleger
Field Agent

Approved:
/s/ Ralph E. Cole
District Council of Ohio
Business Manager

Assent To Participation

The undersigned, desiring to become additional parties to the collective bargaining Agreement between the Construction Builders Association and Laborers' International Union of North America, Local 1410, of Dayton, Ohio, which is dated June 1, 2022, hereby certify that they have read the said Agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

(company name)

(street address)

(city, state & zip code)

(authorized company representative)

(telephone)

Laborers' International Union of North America,
Local Union No. 1410

By: _____
(authorized representative)

(title)

Date: _____
(Union Copy)

Assent To Participation

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Local Union No. 1410

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(street address)

(city, state & zip code)

(authorized company representative)

(telephone)

Laborers' International Union of North America,
Local Union No. 1410

By: _____
(authorized representative)

(title)

Date: _____
(CBA Copy)

Randy Fox, Executive Director

Construction Builders Association
115 Linwood Street
Dayton, Ohio 45405

Phone: (937) 228-7865

Fax: (937) 228-8280

**The cost of printing this building contract agreement
between Laborers' Local 1410
and the Construction Builders Association,
has been paid by Ohio LECET.**



**Laborers-Employers Cooperation and Education Trust
152 Dorchester Sq - Ste. 100 • Westerville, Ohio 43081**