

BUILDING AGREEMENT

2014 - 2017

Between
LABORERS' LOCAL 423
COLUMBUS, OHIO

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



and
Central Ohio Division
Associated General Contractors
of America, Inc.

June 1, 2014 through April 30, 2017

Laborers' Local 423
 Affiliate of
 Laborers' International Union of North America



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TABLE OF CONTENTS

NO.	ARTICLE	PAGE NO.
	Agreement	1
	Preamble.....	1
	Code of Performance Acknowledgement.....	2
I	Non-Discrimination.....	4
II	Union Recognition and Rights	4
III	Employer Recognition and Rights	10
IV	Traditional Work of the Trade	12
V	Classifications and Wages, Fringe Benefit Contributions, Hazardous Pay	15-19
VI	Employee Deductions	20
VII	Fringe Program Contributions.....	21
VIII	Work Day, Work Week, Shifts, and Overtime.....	21
IX	Working Rules	24
X	Safety.....	29
XI	Grievances, Differences, and Arbitration	32
XII	Strikes and Lockouts	34
XIII	Determination of Jurisdictional Disputes.....	34
XIV	Health and Welfare, Pension Fund, Training and Upgrading	35
XV	Bonding	37
XVI	Laborers-Employers Cooperation & Education Trust (LECET)	38
XVII	Apprenticeship	39
XVIII	Industry Fund	42
XIX	More Favorable Contract	44
XX	Savings Clause	44
XXI	Laborers-Term and Acceptance	45
	Signatures	45
	Assent of Participation	47-49

AGREEMENT

The construction industry is engaged in furnishing services essential to the progress and well being of the general public. Both of the parties to this Agreement recognize that they have a high degree of responsibility to the public to service its needs without interruption.

Therefore, it is desirable to promote harmonious relations between the parties in the interest of the public and in the interest of the parties as well.

By the execution of this Agreement it is the intent of the parties to stabilize employment in the construction industry, establish an orderly procedure for the settlement of misunderstandings, grievances or disputes, agree upon wage rates, fringe benefits, hours and conditions of employment and to eliminate strikes, boycotts, lockouts and stoppages of work to the end that Employers are assured continuity of operation and the employees of the Employers are assured continuity of employment.

Preamble

THIS AGREEMENT is made and entered into this 1st day of June, 2014, by and between Laborers' Local Union No. 423 and Laborers' District Council of Ohio of the Laborers' International Union of North America (collectively the "Union") and the [Labor Relations Division of the Central Ohio Division, Associated General Contractors of America, Inc., 1755 Northwest Boulevard, Columbus, Ohio] (Contractor Association) and each member thereof who has assigned to it its bargaining rights, subcontractor or agent thereof and any other contractor association, contractor, person, firm, corporation, partnership, broker or owner and their successors who become signatory to this Agreement employers or Contractors").

This Agreement is negotiated by the District Council as agent on behalf of Local No. 423, hereinafter referred to as the "Union" and shall be binding upon such Union and its members and by the Association as bargaining agent only for its employer members who have assigned their bargaining rights to the Association, a list which has been presented to the Union, and shall be binding upon such employer members and employers signatory hereto. Such employers may hereinafter be referred to as the "Employer."

It is 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 which are members of the Laborers' District Council of Ohio.

The provisions of this Agreement shall govern the relations by and between the Association and its signatory members and the Union and its members in Franklin, Fayette, Fairfield, Hocking, Licking, Pickaway, Union and Madison counties in Ohio as chartered to Local No. 423 by the Laborers' International Union of North America.

Laborers' Code of Performance Acknowledgement

The goal of the Code of Performance is to ensure that our membership meets the highest standards in our industries. Our aim is to deliver craftsmanship that exceeds the expectations of our contractors and their customers. We want to create and maintain a work force that makes contractors want to be Union and owners want to build Union. Meeting these goals requires members understand and incorporate these values in their day-to-day performance. Accordingly, as a member of the Laborers' International Union of North America I agree to:

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

All applicants referred by the Union must sign an affidavit acknowledging these responsibilities. Failure to fulfill these responsibilities shall result in disciplinary action by the Union.

**ARTICLE I
NON-DISCRIMINATION**

It is mutually agreed that the Employers and the Union will not discriminate against or limit the employment opportunities of any individual, employee, applicant for employment, or applicant for Union membership or training and upgrading for reasons of race, color, religion, sex, age or national origin. Every Employer and the Union agree to abide by all laws, regulations, rules and executive orders, regarding equal employment opportunity whether state or federal applicable to employment and the Union membership in general or as applied to specific jobs or projects. When any duly constituted public authority shall lawfully direct an Employer as a condition of bidding within the specifications of a project to carry out any program or requirement for equal job opportunity upon any job, the Union will meet such programs or requirements upon request of the Employer. The words, he, him, men, workmen, etc., when used herein shall include both singular and plural number and masculine, feminine and neuter gender, as may be appropriate.

**ARTICLE II
UNION RECOGNITION AND RIGHTS**

Section 1. The Contractor recognizes and acknowledges that the Laborers' District Council of Ohio of the Laborers' International Union of North America, AFL-CIO, is the sole representative of all employees in the classification or work under its jurisdiction covered by this Agreement, for the purposes of collective bargaining.

Section 2. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Union on the effective date of this Agreement shall continue their membership

in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union. All employees who are not members of the Union and all persons who hereafter become employees shall become members of the Union on the eighth (8th) day following the beginning of their employment or on the eight (8th) day following the effective date of this Agreement, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under and for the duration of this Agreement.

Section 3. The Union may notify the Contractor in writing of any default on the part of an employee to pay his initiation fee and membership dues, and if the employee has not paid his initiation fee and/or membership dues within three (3) days from the receipt of written notice, the Contractor shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members or applicants.

Section 4. Hiring Hall Procedures. The parties agree to provide an efficient, competent, and safe system of production in the construction industry to eliminate the evils of casual employment, thereby securing a fair distribution of employment and a living wage to those workers who must gain their livelihood from the industry to which they contribute their labor and productivity, and to provide an orderly procedure of referral of applicants for employment and hereby establishing the following principles and plan of referral for job applicants:

A. In the employment of workmen for all work covered by this Agreement the following principles and provisions shall govern:

1. This Union shall maintain a facility at which it shall establish and maintain open and non-discriminatory employment lists for the use of applicants of employment in the geographical area serviced by that facility. Such facility shall comply with all laws, executive orders and court rulings both state and federal. Local Union 423 will maintain regular dispatch hours on Monday through Friday from 6:00 a.m. to 10:00 a.m. excluding contractual holidays. All applicants are admonished that they must be available to answer their telephones during these normal dispatch hours. A single instance of unavailability occurs when an applicant cannot be reached by telephone after three separate calls, each lasting ten rings and placed thirty (30) minutes apart during these regular dispatch hours on the same day. An applicant will be considered unavailable if he or she cannot be reached after two (2) separate instances of unavailability on different days during regular dispatch hours.

In a situation, after 10:00 a.m. on a dispatching day where there is a time constraint (referrals which must be filled within twenty four (24) hours), the Local Union may go down the out-of-work list, making a single phone call to the next available applicant until the job is filled. The Local Union will let the telephone ring no less than ten (10) times, but it will not be required to leave messages or hold up work assignment with answering machines or beepers, with each referral being duly noted, and applicants who cannot be reached under these circumstances shall not be designated "unavailable" or his/her position jeopardized on the list. The Local Union shall document in detail the urgent nature of the request.

2. Applicants shall be entitled to registration on, and dispatching from, the out-of-work lists, but subject otherwise to the provisions of this Article.

An applicant's registration of availability for referral shall be in effect for thirty (30) days. An applicant must again register his or her availability before the expiration of that period to retain his or her position on the out-of-work list. Applicants will be required to register their availability every first Monday of each month to retain their positions on the out-of-work list for the next month. If the first Monday of the month falls on a legal holiday as set forth in the Collective Bargaining Agreement, then it will be automatic check-off for the month meaning the same position will be retained from the prior month.

Only applicants who are not currently employed at the trade may register their availability for referral. Applicants who, after registering their availability for referral, are recalled on their own, obtain one or more jobs at the trade in the aggregate lasting ten (10) days or more of employment, must advise the Local Union immediately. Those applicants will then be removed from the out-of-work list. Failure to advise the Local Union of such employment as required herein will be cause for that applicant to be removed from the out-of-work list and be barred from resigning for a period of thirty (30) days, after said employment.

3. Applicants who have been registered on the out-of-work lists shall be listed in the order of time and date of registration. Each applicant for employment shall be required to furnish such information as shall be considered necessary to the operation of said employment. Each applicant shall complete prior to registration, an approved form to record such information as shall be submitted to him. Applicants shall list any special skills which they may possess.

4. When the Employer calls the Union for workers, the Union shall immediately dispatch from the out-of-work list the number of qualified and competent workers

requested. The Union shall dispatch workmen strictly in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Employer when ordering workers to give the Union pertinent information regarding the prospective employment.

6. The Union shall furnish, in accordance with the request of the Employer, such qualified and competent workers, by use of a written identification slip, and this slip shall state information pertinent to the prospective employment. The selection of workers for dispatching to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way, affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements. The Union will not be held responsible for the acts, tortuous or otherwise, or failure to act, of those it refers.

7. Dispatching of applicants or workers for employment will be as follows:

a. Applicants or workers whom an Employer requests by name provided they have been employed by the Employer during the preceding twelve (12) months and are in compliance with the Hiring Hall rules and regulations.

b. Other applicants or workers whose names are registered on the out-of-work list.

8. The Union shall refer applicants to the Employer by first referring applicants from the out-of-work list in the order of their places on said list. Applicants who are rejected by the Employer shall be returned to their appropriate place, and shall be referred to another Employer in accordance with their original position on the list. Upon registrants being referred for employment

and actually employed on a job more than ten (10) days worked, such registrant's name shall be removed from the list until such time as their employment has been terminated, at which time, they shall be registered at the bottom of the out-of-work list. However, after receiving three (3) short-term job referrals consecutively or accumulating more than ten (10) days in three (3) short-term referrals or less, that applicant must again register in order to be included on the out-of-work list and will be placed at the bottom of the out-of-work list at the time of registration.

9. Any member who refuses or is unavailable for two (2) consecutive referrals shall be moved to the bottom of the out-of-work list. A member will be considered unavailable if he or she cannot be reached after three (3) phone calls have been placed to the not more than two (2) telephone numbers provided by the member, unless the member has given the Local Union notice in writing of unavailability for a period not to exceed thirty (30) days, which notice can be given no more than once in a calendar year.

10. When ordering workers, the Employer will give notice to the Local Union or its Agents. The Employer agrees to give at least twelve (12) business hours notice to the Union in order to permit it to furnish the employees needed. In the event that, after such notice, the appropriate Local Union or its Agents shall not furnish such workers, the Employer may procure workers from any other source or sources. However, it will be the responsibility of the Employer to notify this Union, or its representative, of such workers by name.

11. Applicants who accept referrals and then fails to appear at the job site without reasonable cause or quits the job or requests a lay-off within ten (10) days on the job (confirmed by the Contractor) shall be removed from

the out-of-work list for sixty (60) days. An applicant who fails (without reasonable cause) to appear for a work slip after verbally accepting the job, shall be removed from the out-of-work list for sixty (60) days.

**ARTICLE III
EMPLOYER RECOGNITION AND RIGHTS**

Section 1. The Union hereby recognizes the Central Ohio Division, Associated General Contractors of America, Inc., as the sole bargaining representative for its respective members.

Section 2. The Employer shall have complete freedom of selectivity in hiring and discharging employees without penalty to the Employer or Union in concurrence with all federal and state laws and the Employer retains the right to reject any job applicant or worker referred by the Union subject to Hiring Hall provisions.

Section 3. The Employer shall be free to direct all of his forces including transfers of his personnel from one location to another within the jurisdiction of Local 423. Once employees are dispatched to an Employer, they may be retained by the Employer until there is no further work for them on any such jobs, or unless the employees shall otherwise be terminated under general management prerogatives.

Section 4. This Agreement shall be binding upon signatory non-member contractors and/or subcontractors.

Section 5. Pre-job Conference/Subcontracting. The Contractor and Business Manager shall hold a pre-job conference for any job. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement. In the event subcontractors are used, the

General Contractor will advise the Union as to the name of the subcontractors. The Union, upon receiving such list of subcontractors, will request the subcontractors for a pre-job conference. All subcontractors to whom work is sublet must comply with all of the terms and provisions of this Agreement between the Central Ohio Division, Associated General Contractors of America, Inc. and the Laborers' International Union of North America, AFL-CIO Local No. 423.

Should extenuating circumstances arise in the judgment of the Contractor and the Union, which may have the potential to seriously affect the ability of a Contractor to secure a contract, amendments or adjustments to this clause may be enacted on a project-by-project basis, if mutually agreed upon by both the Contractor and the Union.

**ARTICLE IV
TRADITIONAL WORK OF THE TRADE**

Section 1. The terms of this Agreement shall bind the Employer and employees to the obligation and the right to perform traditional and historical Laborers' and Tenders' work heretofore awarded to the specific trade and all other work agreed to by the Employer and Union unless such limitations upon work as arises from decisions of arbitrators, the courts or any other methods of third party determination. Traditionally awards have included but are not necessarily held to the following:

GENERAL BUILDING WORK: Tending masons, plasterers, carpenters, and other building and construction crafts; mixing, handling and conveying of all materials used by masons, plasterers, carpenters and other building and construction craft whether done by hand or by any other process. Cleaning and clearing of all debris.

The members of the Union shall handle and distribute all materials used by the Employer to the mechanic from the unloading point where delivery vehicles unload same. Materials for bricklayers and plasterers shall be handled by the Tenders.

Mixing and handling mortar both by hand and by machinery shall be the work of a Mason's or Plasterer's Tender. All scaffold required for masonry work shall be erected and dismantled by mason or plasterer tenders.

TEMPORARY HEAT: Tending of all portable heaters as required.

SCAFFOLDING: Building and dismantling of scaffolding and staging for all crafts that Laborers tend.

EXCAVATIONS AND FOUNDATIONS: Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing, and propping of foundation holes, caissons, cofferdams, dams and dikes.

CONCRETE: Concrete for walls, foundations, floors or for any other construction; mixing, handling, conveying, pouring, vibrating, curing and covering; guniting and otherwise applying concrete whether done by hand or any other process; chipping and wrecking or stripping; dismantling and handling concrete forms and false work.

STREETS, WAYS AND BRIDGES: Work in the excavating, preparation, concreting, asphalt and mastic paving, paving, pavers, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, and bridges and the grading and landscaping thereof and other semi and unskilled labor connected therewith.

TRENCHES, MANHOLES, ETC.: Cutting of streets and ways and laying of conduits for all purposes to within five (5) feet of a building line; digging of trenches, manholes, etc., handling and conveying materials for same; back-filling, grading and resurfacing of same and other semi and unskilled labor connected therewith.

TUNNELS, SUBWAYS, AND SEWERS: Construction of all sewers, shafts, tunnels, subways, caissons, cofferdams, dike dams, aqueducts, culverts, flood controls and airports. Construction of all sewers and laying of all pipe, water line and water mains and all work pertaining thereof up to five (5) feet of the building.

UNDERPINNING AND SHORING: Shoring, underpinning, raising and moving of all structures.

DRILLING AND BLASTING: All work of drill running, jack hammering and blasting.

COMPRESSED AIR: All work in compressed air construction and operations of air compressors in connection with Laborers' work to be done by Laborers.

SIGNAL MEN: Signal men for all Laborers' work as defined herein.

GENERAL EXCAVATION AND GRADING: Semi and unskilled labor connected with clearing, excavating, filling, backfilling, grading, grade checking and landscaping of all sites.

FACTORIES: Laborers in factories and mills.

GENERAL LABORERS: All Laborers in shipyards, material yards, junk yards, asphalt plants, concrete plants, cemeteries, tool room attendants, cleaning of company tools, and the cleaning of streets, ways and sewers and all Laborers' work of any unskilled and semi-skilled nature.

PITS, BLASTERS, YARDS, AND QUARRIES: All drillers, signal men and Laborers in quarries, crushed stone yards, gravel and sand pits.

WRECKING: The wrecking of buildings and all structures including demolition, inclusive of asbestos abatement, including all removal of asbestos where demolition is for remodeling or renovation.

WATCHMEN: Flagman, guards, garbage and debris handlers and dump men.

CATHODIC PROTECTION: 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 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.

**ARTICLE V
WAGES & CLASSIFICATIONS
FRINGE BENEFIT CONTRIBUTIONS
HAZARDOUS PAY**

Section 1. Wages and Classifications: The wage rates and classifications that follow have been established and agreed to for the duration of this Agreement.

Wage increases will be effective the first full pay period after the effective date shown in this Agreement.

Section 3 of this Article refers to wage classifications for Hazardous Waste Removal & Lead Abatement Workers.

Section 2. Fringe Benefit Contributions: Contributions referenced 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 XIV and XVI. The contribution for the Construction Advancement Program of Central Ohio (CAPCO) is that contribution referred to in Article XVII.

Articles VII and XIV govern how fringe increases shall be diverted from the wage package, if necessary.

Section 3. Hazardous Waste Removal & Lead Abatement Workers: For Laborers working in an

exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risk of certain types of worker-related injuries.

Level D: (Wage Group 1) 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.

Level C: (Wage Group 2) Protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to the suit, and respiration is more difficult due to the inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C equipment.

Level B: (Wage Group 3) 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, but the risk of skin exposure is not as great as in Level D situations. The Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of normal job related injuries is greatly increased.

Level A: (Wage Group 4) Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or Immediately Dangerous to Life and Health (IDLH). This ensemble includes a fully encapsulated chemical suit (moon suit), Self-Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves; cool vests and voice activated radios are optional equipment sometimes worn. Level A ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries; ie., slips, falls, caught between, etc.

Section 4. Hazardous Pay: Hazardous pay shall be at the rate of twenty-five cents (\$.25) per hour added to the classification rate shown in Article V for the following classes of work:

- A. All scaffolds at fifty feet (50') or more above the foundations or grade level, whichever is higher.
- B. Caisson work and tunnel work of fifteen feet (15') depth or deeper.
- C. "Hot Pay" - When Laborers complement another craft and that craft is receiving a premium rate of pay, the Laborers will also receive premium pay for this "hot" type of work.

CLASSIFICATIONS

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscaper, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and Conveying all Materials, Washing of all Windows, Conveyer Belt, Jurisdiction over the use of all Water Pumps up to and including three (3") inch intake, Watchmen, Water Boy and Tool Room Attendant.

Group 2: Skid Steer Specialist, Concrete Specialist, Mason Specialist, Carpenter Specialist, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders, Bush Hammering, Lagging, Jack Hammer Operator, Air or Electrical Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all Concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker / Demolition, Sand Blasting and Chipping, Welders on Demolitions, Grade Checkers, A person on a bucket pouring Concrete, Guniting Nozzle Man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on Pulverizers, Pipe Layers, Pavers set in sand, Bottom Man, Laser Gun, Burners, Sand Blasting of Concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Pile Drivers, Asbestos and Lead Abatement Laborers, Hazardous Waste Level (C)

Group 3: Hazardous Waste Level (B)

Group 4: Hazardous Waste Level (A)

WAGE RATES

Laborers' Local Union No. 423
 Wages and Fringe Benefits of Laborers
 Jurisdiction for Franklin, Fayette, Fairfield, Hocking,
 Licking, Pickaway, Union and Madison Counties
 Effective June 1, 2014 through April 30, 2017

	<u>6-1-14</u>	<u>6-1-15</u>	<u>6-1-16</u>
Group 1	\$23.58	\$24.58	\$25.58
Group 2	23.89	24.89	25.89
Group 3	24.20	25.20	26.20
Group 4	24.51	25.51	26.51

FOREMAN: \$0.50 per hour above Group 2 rate.
 GENERAL LABORER FOREMAN: \$0.50 per hour above the foreman rate.

Fringes Paid on All Hours Worked
 (in addition to the hourly rate of pay)

	<u>6-1-14</u>	<u>6-1-15</u>	<u>6-1-16</u>
H & W	\$6.40	\$6.40	\$6.40
Pension	3.00	3.00	3.00
T & A	.35	.35	.35
LECET	.10	.10	.10
CAPCO*	.10	.10	.10

* Construction Advancement Program of Central Ohio

Deductions

All rates to have Laborers' District Council of Ohio working assessment of thirty-five (35) cents per hour worked.

Working dues of 3% are deducted from gross pay.

**ARTICLE VI
EMPLOYEE DEDUCTIONS**

Upon written authorization the following items are to be deducted from wages for the term of the Agreement:

- Christmas Savings - \$1.00 Per Hour
- Working Dues - 3% of Gross Wages
- Laborers' District Council of Ohio Assessment- \$.35 per hour

CHRISTMAS FUND DEDUCTIONS: The Union will have an agreement with the depository which will protect the interest and equity of the workers. No money can be withdrawn from Christmas Savings prior to December 14th. The Union shall provide the Christmas Fund participants, in writing, details of the program upon request.

Changes in Christmas Savings deductions during the life of Agreement must be authorized by adoption of appropriate resolution by the Union and written authorization.

All authorized deductions shall be paid to Local 423 or its designee upon receipt of signed authorization by each employee by the 15th of each month. Laborers' District Council of Ohio Assessment shall be submitted on the fringe benefit form.

A ten per cent (10%) per month penalty shall be paid by an Employer to Local No. 423 or its designee whenever payment for authorized deductions are postmarked later than midnight of the 15th of each month or midnight of the next regular working day if the 15th falls on a weekend or holiday.

**ARTICLE VII
FRINGE PROGRAM CONTRIBUTIONS**

Health & Welfare, Pension, LECET and Training and Apprenticeship are trusted Fringe Benefits. The Union reserves the right to transfer into the Trusteed Fringe Benefit Programs upon agreement of its members the amount of funds or wage increases as are necessary for continuity of benefits for its members.

The Union shall reserve the right to refuse to work for any Employer who is not covered by Workers' Compensation, or who fails to withhold Social Security or fails to contribute to Fringe Benefit Programs and authorized payroll deductions.

**ARTICLE VIII
WORK DAY, WORK WEEK,
SHIFTS AND OVERTIME**

Section 1.

A. REGULAR WORK DAY. A regular work day shall consist of eight (8) hours within a twenty - four (24) hour time period.

B. A REGULAR WORK WEEK shall consist of five (5), eight (8) hour work days Monday through Friday inclusive or four (4) ten (10) hour work days when working 4-10's. On projects financed by federal funds and for which prevailing rates prescribed by the Davis-Bacon Act are applicable, work performed in excess of ten (10) hours in a regular day's work or in excess of forty (40) hours shall be paid as overtime. On all other projects, work performed in excess of eight (8) hours in a regular day's work shall be paid as overtime.

Laborers tending Bricklayers. At the option of the Employer, the regular pay week will begin on Sunday morning and end on Saturday night. Regular working days shall be Monday through Friday inclusive.

C. COFFEE BREAK. A uniform ten (10) minute coffee break shall be granted at mid-morning and observed at the employees' work station. Any violation of this privilege is a violation of the contract.

D. LUNCH HOUR. Normal lunch hour shall be a one-half hour period, which begins no sooner than three and one-half hours nor later than four and one-half hours from the starting time. When workmen are required to work through the normal lunch hour, such work shall be at time and one-half.

E. SHIFTS.

1. First shift (day shift) shall consist of eight (8) hours work commencing at the Employer's discretion between 7:00 a.m. and 8 a.m., except when daylight savings time applies, the Employer has the discretion to commence at 6:00 a.m.

2. Second shift - The second shift shall consist of eight (8) hours work for which the employee receives eight (8) hours pay plus ten percent. Overtime shall be allowed and paid for work performed after the eight (8) hours worked.

3. Third shift - The third shift shall consist of eight (8) hours work for which the employee receives eight (8) hours pay plus fifteen percent (15%). Overtime shall be allowed and paid for work performed after the eight (8) hours worked.

F. OVERTIME. Whenever Laborers are required to work over-time they shall be paid at the time and one-half

(except when working directly with crafts which receive double and on holidays as listed in Section 2 below).

G. SATURDAY MAKE-UP. When time is lost during the work week to inclement weather, the parties mutually agree to a Saturday make-up day. The Saturday make-up day will not be scheduled to work for less than eight (8) hours. The Saturday Make-Up will be worked at the option of the Employer and employee.

H. FOUR - TEN HOUR DAYS (4 -10's) By mutual agreement, the Employer may work four (4) ten (10) hour days at the straight time rate of pay. The Contractor shall pay overtime for all hours worked over ten (10) hours per day and over forty (40) hours per week. When working a four (4) ten (10) hour day schedule, if time is lost during the week due to inclement weather or situations beyond the control of the Contractor, Friday may be utilized as a make-up day. Employees willing to work on Fridays shall be scheduled for not less than eight (8) hours, subject to inclement weather or situations beyond the control of the Contractor.

Section 2. HOLIDAYS AND SATURDAYS. Double the normal rate shall be paid for all work performed New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and Sundays. Time and one-half (1-1/2) the regular rate shall be allowed and paid for all work performed on Saturday, except as provided for in Article VIII, Section G. Each employee shall have the option not to work on any of these days without penalty. (Memorial Day per Building Trades proclamation). When any holiday falls on Sunday, the following Monday shall be observed as such holiday.

Labor and Management mutually agree to the observance of Martin Luther King Day and the day after Thanksgiving as an optional work day for employees. It is understood

between the parties that those employees observing one or both of these days will not be penalized. It is also understood that those employees who choose to work on these days will be compensated at the usual rate of pay, not the premium rate of pay. Employees who wish to observe one or both of these optional days must notify the Employer forty-eight (48) hours in advance of the observation.

Section 3. At no time shall an employee be held on a job without being paid for the time held.

Section 4. Subject to provisions of Article III, Section 2, employee(s) shall be put to work at the time ordered or be paid two (2) hours pay, unless he has been notified not to report due to the possibility of inclement weather or other conditions that exist before leaving the job at the end of his previous shift, or he received notification on the day in question. Those men starting to work must be allowed not less than four (4) hours pay, weather permitting. When Laborers are unable to work because of the strike of some other craft, the show-up time provisions of this Agreement shall not apply.

ARTICLE IX WORKING RULES

Section 1. The Field Representative and/or the Business Manager shall have access to the project during working hours. The Business Manager or Field Representative shall advise the Contractor or his representatives of his presence on the project. The Business Manager or Field Representative shall at no time interfere with or hinder the progress of the work.

Section 2. Stewards and foremen may be referred out of order at the discretion of the Business Manager. A steward shall be a working employee, appointed by the Business

Manager, from the Employer's work force. In addition to his work as a Laborer, he shall be permitted to perform such Union duties during working hours which cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow the Stewards time for the performance of such duties. The Steward will confine these duties to the job site of his Employer. The Business Manager shall notify the Contractor of his appointment of each Steward. The Steward shall have authority to report all safety hazards and unsafe working conditions on the job site to the Contractor and/or Employer and/or his representatives. The Labor Steward is the last man on the job provided he can do the work at hand. At the completion of the job the Foreman shall remain the last man on the job.

In the event an employee is injured while in performance of his work and requires the attention of a physician, such employee shall be paid for a full day's work for the date of injury, provided the attending physician or hospital deems the patient unable to return to work. Employer and Steward shall also be responsible for seeing that the employee is accompanied to the hospital or doctor if necessary. In the event of accident, the Steward shall make a complete report to the Employer and the Union. No employee shall suffer loss of time as a result of an accident or the necessity of first aid resulting from an accident on the day of accident.

Section 3. There shall be no restrictions on the use of machinery, tools and labor saving devices.

The Employer shall provide the following:

- A. An adequate place to safely house tools and clothes.
- B. A heated place in which to eat lunch and in which to change clothes.

C. Suitable toilet facilities.

D. Where the Employer does not have a power signal the Steward on the job shall have the right to call time.

Where the Employer requires the employee to work under conditions where protective wearing apparel, such as rain suits, boots, rubber gloves and hard hats, etc., against hazards is necessary, same will be made available by the Employer.

The employee will be responsible for such apparel and if not returned to the Employer, the cost of same will be deducted from the employee's pay check unless such loss is beyond the employee's control.

Section 4. Drinking Water. Any Employer who employs Laborers shall furnish ice water during hot weather in sanitary containers with sanitary drinking cups available at all times.

Section 5. All Employers recognize the desirability of employing workers in the jurisdiction of Local 423 when working in the geographical area covered by this contract, provided that Employers from outside the area may transfer one foreman into the area. That foreman shall be required to transfer into Laborers' Local 423 within eight (8) days of employment. All additional Laborers' shall be hired through Laborers' Local Union No. 423 hiring hall.

Section 6. There shall be a working Foreman for seven (7) or more workers and for each increment of seven (7) workers. It shall be at the discretion of the Employer to choose the Foreman whom he deems fit, and the foreman shall receive instructions and take orders from, and perform such supervisory or work assignments as are

made by, the one in charge designated by the Employer. He shall receive fifty cents (\$.50) more per hour than the Group 2 rate. A General Laborer Foreman may be hired at the discretion of the Employer and shall be compensated at fifty (\$.50) cents over the Labor Foreman rate.

Section 7. All employees shall be paid by check on the job every Friday at regular quitting time in full for all time worked up to and including quitting time of the Tuesday or Wednesday preceding pay day; if not paid at quitting time, the Employer shall be charged waiting time at the rate of straight time until the men are paid a maximum of eight (8) hours for each twenty-four (24) hours waiting period. For Laborers tending bricklayers, the Employer has the option to pay by quitting time on Thursday. Laborers will be paid through Saturday night of the previous week. The preceding provision shall apply except in the case of natural disaster, acts of God or circumstances beyond the Employer's control.

At the option of the Employer and with written authorization of the employee(s), the Employer may utilize a direct deposit system of payment to the employees. When this direct deposit is used, the employee will receive a copy or computer stub indicating the hours worked, deductions and amount deposited into the employee's account.

All Employers shall include a detachable check stub with all payroll checks showing the number of straight time hours and the number of overtime hours worked by the employee in that pay period. This stub shall also show the amount of each authorized payroll deduction. All payroll checks and check stubs shall have the Contractor's name and address printed thereon.

Each payroll check and its corresponding stub will carry identical numbers, and each check stub will show the employee's name exactly as it appears on the check.

When an employee is discharged or laid off, he shall be paid by check along with a proper separation slip as provided by the Unemployment Compensation Office of the Ohio Department of Job and Family Services on the job at the time of such discharge or layoff. When an employee is kept waiting for his money, he shall be paid straight time for waiting until paid. The preceding provision shall apply except in the case of natural disaster, acts of God or circumstances beyond the Employer's control. When entitled to waiting pay, the employee shall be paid at the rate of straight time, a maximum of eight (8) hours for each twenty-four (24) hours waiting period. When an employee quits work of his own accord he shall receive his pay at the next regular pay day.

ARTICLE X SAFETY

Section 1. The parties to this Agreement agree that all Employers and employees shall comply with the Safety Provisions set down in the Federal Occupational Safety and Health Act, the Construction Safety Act of 1970 and the Safety Code of Ohio, including revisions.

Section 2. The Employer shall have the right to discharge any employee for failure to comply with safety requirements and failure to use equipment provided by the Employer to meet the standards imposed under the Federal Occupational Safety and Health Act, the Construction Safety Act of 1970 and the Safety Code of Ohio, including revisions.

Section 3. The Contractor is to be the sole judge as to the satisfactory performance of work by an employee, and may discharge for just cause, any employee whose work is unsatisfactory or who fails to observe the safety precautions, substance abuse policies, or other rules and regulations, prescribed by the Contractor for health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement.

DRUG/ALCOHOL TESTING

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

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

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the Construction Industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and the Union, therefore agree to the following policy to insure all employees a safe and efficient job site free from the effects of drug and alcohol use or influence.

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

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings, before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug

Abuse or College of American Pathology Laboratory and will utilize the more scientific Gas Chromatography / Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided the results are negative. In the event an applicant that has a negative result is not employed within three (3) working days by that employer, the applicant may be dispatched to another employer by the Union, or recalled by another employer.

If the GC/MS test results are positive, the employee shall be granted a leave of absence for up to thirty (30) days for the purposes of drug and alcohol rehabilitation. If the employee is eligible, such rehabilitation programs are covered under the Health and Welfare Plan, providing the employee confines his/her self to a twenty-four (24) hour licensed rehabilitation medical facility.

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

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

Applicants who are eligible to be referred to a job, and are informed, prior to the referral, of the Employer's requirement to pass a drug test, and accept the referral and

subsequently fail the test, will be barred from re-signing the list until the applicant submits proof of a "negative" drug test, administered by a designated accredited lab, before he or she can again be placed on the out-of-work list. The test will be at the applicant's own expense.

**ARTICLE XI
GRIEVANCES, DIFFERENCES
AND ARBITRATION**

In the case of grievances, misunderstandings, differences or disputes upon any job or should the Union and the Association differ as to the meaning and application of provisions of this Agreement, there shall be no work stoppages or lockouts on account of such matters. An earnest effort shall be made to settle such differences and in the following manner:

Section 1. When the grievance, misunderstanding, difference or dispute arises upon a job:

A. The Steward or Foreman shall immediately notify the Job Superintendent and the Field Representative that a condition of dispute exists. Either the Superintendent, Business Manager, or Field Representative shall call for a meeting in an effort to resolve the difference as expeditiously as possible.

B. Upon any failure to solve differences by Paragraph (a), either the Union, the Employer or the Association shall call a meeting in an effort to settle the dispute within forty-eight (48) hours of the meeting held under Paragraph (a).

C. If the differences includes a question of payment of wages and/or Fringe Benefits, the employee and the Union shall be shown the Employer's pay records as they apply to the employee and the time in question.

Section 2. When the Union or the Association differ as to contract interpretation, the Union or the Association shall call for a meeting naming a date and time which shall be reasonable. The parties shall meet and engage in an earnest effort to solve the matter.

Section 3. When either the Association, Employer or the Union shall determine the efforts under Paragraph 1 or 2 have failed, such party may file with the other party a notice in writing of its intention to arbitrate. When a notice has been filed, then either party may file two copies thereof with the regional office of the American Arbitration Association, which rules are made a part of this Agreement.

The notice to the American Arbitration Association shall include a request that said Association submit a list of five (5) names of persons chosen from the National Panel. The parties shall within seven (7) days of receipt of the five (5) names meet and cross off not more than two (2) names each and return the remaining name to the American Arbitration Association Regional Office as the selected arbitrator. The choosing of an Arbitrator by this method shall be final and binding on both parties. The cost of the arbitration shall be borne equally by the individual employer member of the Association involved in the dispute and the Union.

**ARTICLE XII
STRIKES AND LOCKOUTS**

No question, issue, dispute, misunderstanding or other matter whatever which may arise between the parties shall be the occasion of or cause for any lockout, strike, work stoppage, or other interference with or hindrance of work during the term of this Agreement. The Employer will not lock out any of its employees during the term of this Agreement. The Union agrees that it shall not strike, engage in a work stoppage, slowdown, or any other interference with or hindrance to any work covered by this Agreement. The Union, the Association and the Employer agree to settle all issues, disputes, misunderstandings in an orderly manner under the provisions of this Agreement for grievances and arbitration.

**ARTICLE XIII
DETERMINATION OF JURISDICTIONAL
DISPUTES**

The Union and Association agree that during the term of this Agreement all its official acts shall be to discourage strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes between the Union and any other Union, and all employees who are members of the signatory Union, covered by this Agreement, shall perform the duties customarily performed by them without regard to past, present or future disputes based on jurisdictional claims.

In the case of any disagreement, the Employer will make the job assignment guided by International Agreements, awards of appropriate boards and area practice. Such an assignment will be final, pending however the right of any affected Union to institute proceedings before the National Labor Relations Board, if applicable, or before any local

Joint Board for the Settlement of Jurisdictional Disputes, if such board shall be created and recognized by the Union and the Association, or before an arbitrator as provided in **Article XI**, Section 3.

Should the Employer choose to do so, he may make an assignment and elect to proceed in one of the areas stated above. All decisions rendered will be final and binding.

Pending any decision as aforesaid, all workers represented by the Union shall remain working and there will no strike, work stoppage, slowdown or any interference with the normal program of the work.

**ARTICLE XIV
HEALTH AND WELFARE, PENSION FUND,
TRAINING AND APPRENTICESHIP**

The Association and the Union agree to provide Fringe Benefit Programs for Health & Welfare, for Pension, for Training and Apprenticeship. Such programs will be administered by the Trustees of the Laborers' District Council of Ohio, 152 Dorchester Square, Westerville, Ohio; Labor Relations Division of the Ohio Contractors Association, 1320 Dublin Road, Columbus, Ohio; The Central Ohio Associated General Contractors of America, Inc., 1755 Northwest Boulevard, Columbus, Ohio; and the Trustees of the Laborers' District Council and Contractors Pension Fund of Ohio, P.O. Box 790, Westerville, Ohio 43081, respectively, under and pursuant to the Trust Agreements which establish such funds.

The Association and the Union further agree that employees of Employers other than members of the Association and their employees may participate and share in the benefits of the Fringe Benefit Programs administered by the Trustees of the Trusts mentioned above; provided, however, that

said non-member employers sign an agreement obligating them to comply with all the provisions of this Agreement and of the Trust Agreements mentioned.

All payments shall be made and other conditions shall be met as are provided for by this Agreement and the Trust Agreements mentioned above. The sums paid into the respective funds shall be based upon the hours worked of Laborers established by Article V of this Agreement. Each Employer shall upon request of an official agent of the Trustees administering such Fringe Benefit Program(s), permit such agent or designee during regular business hours, to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees; hours worked by employees; monies withheld from employees for taxes paid on account of employees; and all other records relevant to and of assistance in determining whether the Employers' obligations hereunder to make payments to the funds have been faithfully performed.

It is further agreed by and between the parties hereto that all funds and all parts of the Fringe Benefit Program(s) will be used and operated at all times in such a manner that payments to the funds by the Employer contributions will be deductible as expense items of said Employers for tax purposes with all governmental taxing units. No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an Employer. No employee shall have the right to assign any benefits to which he may be or become entitled under the terms and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

If the trustees of a fringe fund determine it necessary to increase the contribution rate to a fund, the Employer shall, upon receipt of such appropriate notice, contribute to the fund such additional necessary amounts as the trustees determine necessary for this purpose. Such amounts are to be deducted from the direct pay of the employee only at wage adjustment time.

**ARTICLE XV
BONDING**

Any Employer who is a party to this Agreement will be required to post a cash bond to guarantee the payment of wages, fringe benefit payments and any legal assessment for any employee who voluntarily and individually authorizes the deduction in writing on forms furnished by the Union, except Central Ohio AGC members will not be required to post bond unless said Central Ohio AGC member has a history of delinquency in fringe benefit payments. A Central Ohio AGC Employer member may be declared a delinquent Employer by action of the Board of Trustees of a Fringe Benefit program and required to post bond.

The amount of the bond required for an Employer will be determined by the number of Laborers employed and the following formula:

1. 1- 5 Employees covered herein..... \$5,000.00
2. 6-20 Employees covered herein..... \$10,000.00
3. 21-40 Employees covered herein..... \$20,000.00

**ARTICLE XVI
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 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 Fund described herein which is 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 of 10 cents (\$.10) 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 is reflected in this Agreement. 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 XVII
APPRENTICESHIP**

Section 1. The Laborers' Training and Apprenticeship Trust Fund established 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 management requirements for approved apprenticeship programs. The trust agreement provisions, standards of apprenticeship and other rules and regulations established by the Trustees are incorporated by reference and will be made available upon request by any contributing Contractor.

Section 2. The OCA-LRD and the Union shall each appoint or re-appoint four trustees to constitute the Board of Trustees of the Laborers' Training and Apprenticeship Trust Fund. All registered apprentices shall be under the direction and control of the committee.

Section 3. Contractor shall pay contributions to the Fund at the rates set forth in this Agreement for all hours worked.

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.

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.

Section 10. All ranked applicants shall be registered on the appropriate local union "out of work" list, applicants will be dispatched from the union hall by ranking. The local union shall try to dispatch apprentices in rotation for diversity as feasible.

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

**ARTICLE XVIII
INDUSTRY FUND**

Employers subject to the terms of this Agreement who employ Laborers within the jurisdiction of Laborers' Local 423 shall abide by all terms and conditions of the Construction Advancement Program, which is as follows:

A. The Employers have established a program to pro-mote the common good of the Construction Industry.

B. The Employers have established the Construction Advancement Program by a Declaration of Trust dated November 14, 1968, a copy of which is available for inspection by the parties at the office of the Trustees thereof at 1755 Northwest Boulevard, Columbus, Ohio, and which is included herein by reference and made a part hereof. Each Employer covered by this Agreement shall pay ten cents (\$.10) for each hour worked by each Laborer or other employee within the bargaining unit to the Construction Advancement Program of Central Ohio. This payment shall be included and submitted with the apprenticeship training contribution when established by mutual agreement as set out in Article XVII or transmitted directly to the Construction Advancement Program of Central Ohio.

C. The consideration of this Agreement is as follows:

1. Recognition of the need for providing the means whereby the Employer can facilitate and supplement the financing of its Collective Bargaining, contract maintenance and other activities.

2. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of its employees for the benefit of its employees.

This Program is to be administered for the purpose set forth in Section A, Article XVII and in accordance with the terms of said Declaration of Trust.

The monthly contribution period shall end with and include the last full weekly pay period of the month. Payment and reports for contribution period shall be mailed or delivered to the Program Office, or authorized collection point, on or before the 15th day of the following month. Payments postmarked or delivered after the 15th day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid to reimburse the Construction Advancement Program for damages due to additional administrative expenses and costs of collection arising from late payment.

There is specifically excluded from the purpose of the Construction Advancement Program of Central Ohio, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during a period or periods of work stoppages or strikes.

The administration of the Construction Advancement Program shall comply with all present and future federal laws governing same.

**ARTICLE XIX
MORE FAVORABLE CONTRACT**

The Union agrees that should it permit or enter into a Contract Agreement, understanding or condition with an Employer or group of Employers on job-site construction work within the area covered by this Agreement, which Contract, Agreement or understanding is more favorable to that Employer or group of Employers than the terms set forth, such more favorable terms shall immediately be incorporated into this Agreement and applied to Contractors doing that type or similar work as the Employer or group of Employers to whom the more favorable terms have been granted.

**ARTICLE XX
SAVINGS CLAUSE**

It is mutually agreed that if any clause, term or provision of this Agreement is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement. The remaining part of this Agreement shall remain in full force and effect.

It is mutually agreed that should local, state or federal legislation be passed after the effective date of this Agreement, impacting this Agreement, then the negotiating teams shall immediately meet to resolve any problems created. If no resolution is reached within a thirty (30) day period, then each Employer signatory shall have the right to withdraw from the Agreement after providing a sixty (60) day written notice to both the Union and the Association.

**ARTICLE XXI
LABORERS - TERMS AND ACCEPTANCE**

Section 1. This Agreement shall be binding on the parties from June 1, 2014 until April 30, 2017, except as noted herein for an individual Employer, and shall continue from year-to-year unless either party hereto notifies the other party no later than ninety (90) days prior to the termination date hereof of its intention to modify and/or terminate.

An individual Employer may modify and/or terminate this Agreement by notifying the other party, in writing, no later than sixty (60) days prior to the annual anniversary date of his intent to modify and/or terminate this agreement following which this Agreement shall terminate as of that anniversary date for that Employer only.

Section 2. IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and representatives of the parties hereby affix their signatures this 1st day of June, 2014 at Columbus, Ohio for:

Laborers' District Council of Ohio

/s/ Ralph E. Cole

Local Union #423
The Laborers' International
Union of North America
AFL-CIO of America, Inc.

/s/ Robert McCaskill

/s/ Pat McGovern

/s/ John Rogers

/s/ Dave Cross

/s/ Mark Lynsky

Central Ohio AGC,
Associated General
Contractors of

/s/ Richard Hobbs

**ASSENT OF PARTICIPATION TO
COLLECTIVE BARGAINING AGREEMENT
AND PARTICIPATION IN FRINGE BENEFIT
PROGRAMS**

The undersigned desiring to become an additional party to the Collective Bargaining Agreement between the above noted Central Ohio Associated General Contractors of America, Inc. and the Laborers' Local Union No. 423, which is dated June 1, 2014 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 hereto.

Name of Employer

Authorized Representative
Laborers' Local #423

By: _____ By: _____

Title: _____

Date: _____

Address: _____

cc: Central Ohio AGC
1755 Northwest Blvd.
Columbus, OH 43212

Employer Copy

**ASSENT OF PARTICIPATION TO
COLLECTIVE BARGAINING AGREEMENT
AND PARTICIPATION IN FRINGE BENEFIT
PROGRAMS**

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Name of Employer

Authorized Representative
Laborers' Local #423

By: _____ By: _____

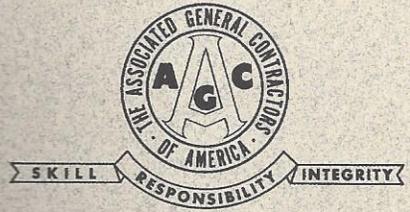
Title: _____

Date: _____

Address: _____

cc: Central Ohio AGC
1755 Northwest Blvd.
Columbus, OH 43212

Union Copy



Richard J. Hobbs, Executive Vice -President

Associated General Contractors
of Central Ohio, Inc.
Labor Relations Division

1755 Northwest Boulevard
Columbus, Ohio 43212-1638

Phone: (614) 486-6446
Fax: (614) 486-6498
rjh@agcoho.com

The cost of printing this building contract agreement between Laborers' Local 423 and the Central Ohio Division, Associated General Contractors of America, Inc., has been paid by Ohio LECET.



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