

BUILDING LABORERS AGREEMENT

WITNESSETH: This FORM OF AGREEMENT is negotiated by and between the LABOR RELATIONS DIVISION, CINCINNATI DIVISION, AGC of Ohio, Inc., ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., party of the first part, hereinafter called the EMPLOYER, as negotiating agent for Employers of building laborers within the area as defined herein, and LOCAL UNION NO. 265, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LABORERS' DISTRICT COUNCIL OF OHIO, affiliated with AFL-CIO, party of the second part, hereinafter referred to as the UNION.

This Form of Agreement shall be operative and effective within Hamilton, Brown, Clermont and Clinton Counties in Ohio, and Kenton, Campbell, and Boone Counties in Kentucky.

It is understood that any reference to the male gender is to be interpreted equally to the female gender.

PREAMBLE

The Employer and the Union recognizing the necessity for eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work.

Purpose of Agreement: The purpose of this AGREEMENT is to set out the conditions under which Employees shall work and the Employers shall hire such Employees.

DECLARATION OF PRINCIPLES

1. There shall be no limitation as to the amount of work a worker shall perform during his/her working day except as hereinafter provided.
2. There shall be no restriction of the use of machinery, tools or labor-saving devices.
3. There shall be no restriction of the use of any raw or manufactured material except prison made.
4. There shall be no interference by the Union with Employer's workers during working hours, except the Union Field Representative may consult with the superintendent or foreman or steward when necessary.
5. The Employer is at liberty to employ and discharge whomsoever he/she sees fit except as hereinafter provided in Section 5.
6. The worker is at liberty to work for whomsoever he/she sees fit, but under all circumstances, he/she shall demand and receive the wages stipulated in this Agreement.
7. The Employer shall not collect dues or initiation fees for the Union except as provided in Section 25, and shall not, in any way, act as agent of the Union.
8. The steward shall have the same rights and privileges as any other member of the Union.
9. When work traditionally performed by Laborers is replaced due to technological advances the Employer will give consideration to continuing the award of that work to Laborers.

JURISDICTION OF WORK

The jurisdiction of work contained herein is the jurisdiction of work claimed by the Laborers' International Union of North America only, and nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as set forth below as being binding upon him/her. The Employer does not waive any of his/her rights by permitting the inclusion of the jurisdiction of work in this contract.

Asbestos Removal: All work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos.

Cleaning up Debris: Laborers shall clean up all debris.

Compressed Air: All work in compressed air construction.

Concrete: Concrete for walls, foundations, floors or for any other

construction; mixing, handling, conveying, pouring, vibrating, gunning and otherwise applying concrete, whether done by hand, or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work; building of centers for fireproofing purposes.

Concrete Buggies: The driving and operating of concrete buggies used on any job, whether operated by electricity, oil or gasoline, or the operation of any other labor saving device, and pneumatic tools, used in connection with the work of plasterers, lathers and concrete workers.

Definition of Building Construction: Building construction work is defined to include building structures, including modifications thereof, or additions or repairs thereto, intended for use as shelter, protection or convenience. Building construction shall include the demolition of and excavations and foundations for building construction.

Drilling and Blasting: All work of drill running, jack hammering and blasting.

Environmental Cleanup and Restoration

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

Factories: Laborers in factories and mills.

General Excavation and Grading: The clearing, excavation, filling, backfilling, grading and landscaping of all sites for all purposes, and all semi and unskilled labor connected therewith.

General Laborers: All laborers in shipyards, material yards, junk yards, asphalt plants, concrete plants, cemeteries, and the cleaning of streets, ways and sewers, and all work of an unskilled and semi-skilled nature.

Hazardous Waste Removal: All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste.

Journeyman: Any laborer who is or has been a member of Local Union No. 265, Laborers' International Union of North America, Laborers' District Council of Ohio (or any affiliate Local Union of the Laborers' International Union of North America) as of the implementation date of the apprenticeship program or any laborer who has successfully completed the construction craft apprenticeship program.

Lead Abatement

Liner Seaming

Pits, Yards and Quarries: All drillers, blasters, signal men and laborers in quarries, crushed stone yards, and gravel and sand pits.

Pumps: The operation of all pumps less than 4 inches.

Scaffolding: Building of scaffolding and staging for cement masons, plasterers and lathers, as determined by the Building Trades Department of the A.F. of L. All scaffolding built by plasterer tenders for plasterers and lathers, shall be wrecked by plasterer tenders. In the event laborers are employed for this purpose, they shall be paid the plasterer tenders scale of wages while thus employed.

Signalers: Signalers in all construction work defined herein, including traffic control signalers and traffic control flaggers at construction sites, excluding requirements of governmental agencies.

Skid Steer, Industrial Forklift, High Lifts, Lulls and Dingo walk behind units: while being used in replacement of or to assist in work traditionally performed by laborers as long as work does not conflict with past practices.

Streets, Ways and Bridges: Work in the excavation, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, and surfacing of streets, ways, courts, underpasses, overpasses and bridges, and the grading and landscaping thereof, and all other semi and unskilled labor connected therewith.

Tenders: Tending cement masons, plasterers, carpenters and other

building and construction crafts, and mixing, handling and conveying of all materials used by cement masons, plasterers, carpenters and other building and construction crafts, whether done by hand or by any other process, drying of plastering when done by salamander heat, and cleaning and clearing of all debris.

Trenches, Manholes, etc.: Cutting of streets and ways for laying of conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials for same; concreting of same; backfilling, grading and resurfacing of same, and all other semi and unskilled labor connected therewith.

Tunnels, Subways and Sewers: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls and airports.

Underpinning and Shoring: Shoring, underpinning and raising of all structures.

Vacuum Devices: The operation of hand vacuum devices; wet or dry.

Wrecking Laborer: Wrecking or dismantling of partial or complete buildings and all structures including all demolition and alterations of industrial plants, commercial and non-commercial work.

SECTION 1

Negotiating Agent: This AGREEMENT is negotiated by the Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc., as NEGOTIATING AGENT only for Employers of Cement Mason Helpers, Building and Common Laborers, hereinafter referred to as the "EMPLOYERS." For any breach of this Contract the liability of said members shall be several, and not joint; and the liability of the Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc., shall be only that of Negotiating Agent acting without liability for its individual members.

It is agreed that the Employer will not hold the Laborers' International Union of North America Local Union No. 265, financially responsible for any violation of this contract caused by a member, or members, other than officers, agents or representatives, who acts without authorization of the duly elected officers of Laborers' International Union of North America Local Union No. 265.

SECTION 2

Legality of Agreement: The provisions of the National Labor Relations Act, as amended, rulings and regulations issued by the National Labor Relations Board, or its agent; and all Federal, State and Municipal judicial bodies, courts, and agencies having legal jurisdiction, shall govern the provisions of this Agreement; its interpretations, amendments, change and every other thing in relation to its operation and enforcement.

Any provisions herein contained that are contrary to, or held to be in violation of the law on the part of either party hereto by any federal, state or municipal law now in force, or hereinafter enacted and effective, shall have no force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

SECTION 3

Jurisdiction of Work: In the event of a jurisdictional dispute involving the Union the parties shall request the other Union or Unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute.

The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes. The Union agrees to take positive action to secure compliance with this provision.

It is further agreed that in case several members, or a group of the members of the Union, cease working or cause cessation of work, in violation of this Agreement, the Union will undertake, by every

reasonable means, to induce any and all such Employees to return to their jobs.

SECTION 4

Union Security: The Employer agrees to require membership in the Union, as a condition of continued employment of all Employees covered by this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such Employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION 5

Stewards: Stewards shall be appointed by the Union Business Manager and shall be recognized by the Employer and shall have the right to act on any grievance without discrimination.

Said stewards shall also be retained on any given project as long as they are qualified to perform the remaining work or when any member of the Union is employed except when there is one foreman and one steward; then the Employer has the right to retain either the foreman or steward. If the steward is laid off, he/she shall be given the first opportunity on recall. The Employer agrees to notify the Union 48 clock hours within the regular work week (holidays excepted) before a steward is laid off, for other than Union activities. In case the steward cannot settle any dispute or grievance, the Union Field Representative shall be notified to take up such dispute or grievance with the Employer.

The duties of the steward are as follows: (A) to insist that the provisions of this Agreement be complied with, (B) to notify the superintendent or foreman in charge of any unsafe working conditions, (C) to report to the Union Field Representative any question he/she cannot settle with the Employer.

A steward shall have First Aid Certification, CPR Certification, and shall have completed the OSHA 10 Hour Construction Safety (or equivalent) program and the OSHA 30 Hour Training program. This shall apply to the training required in Section 21.

Stewards shall have the right to check Employees of the trade hired on the job by the Employer as to their Union membership or non-membership so as to be able to request those non-members of the Union to join after seven (7) days in conformance with the Union Security Clause above. Stewards may check Employees during working hours when necessary, upon notice to the foreman or the superintendent.

No steward shall be discharged for any activity having to do with the upholding of the provisions of this Agreement. In the event it is alleged that any steward has been discharged for such reason, the Joint Conference Committee shall be convened and, if it is determined that such was the reason for the discharge, the steward shall be promptly put back to work by the Employer.

The steward will be given the reason for discharge of any Employee on his/her job if requested.

SECTION 6

The Employer agrees that when employing journeyman laborers not previously employed within the previous six (6) months, to notify the Union office in order to give the Union the opportunity of providing fifty percent (50%) of the applicants for such new hires. The Employer shall have the right to reject any such applicants.

SECTION 7

Hours: Eight (8) hours or ten (10) hours between 6:00 a.m. and 6:00 p.m. shall constitute a regular day's work. It is agreed that when a crew does not work an 8 hour day during the specific work hours established for the regular work day, then make-up hours can be worked during the

balance of the work week Monday through Saturday. By mutual agreement between the Union and the Employer, the starting time may be adjusted, with notification to the Union 72 hours prior. Individual crew starting time may be changed to accommodate the work. The regular starting time shall not apply on any special work which cannot be done during regular working hours, nor on any work performed on Sundays or Holidays for which the overtime rates are paid.

All hours of work over forty(40) hours in any one week, Monday through Saturday or over eight(8) hours per day on a 5 – 8 hour day schedule, or over ten (10) hours per day on a 4 – 10 hour day schedule, shall be paid for at one and one-half times the employee's base wage rate. It is agreed that when a crew does not work an 8 hour day due to weather conditions or due to conditions beyond the contractor's control during the specific work hours established for the regular work day, then make-up hours can be worked during the balance of the work week Monday through Saturday by working an additional two (2) hours per day (up to 10 hour per day) at the regular rate of pay (up to 40 hours per week), and/or by working on Saturday at the regular rate of pay (up to 40 hours per week). Notice of any make-up hours to be worked shall be given on the previous day. A holiday that falls within the work week shall not cause make-up hours to occur. Any work on Friday (on a 4-10's schedule) or on Saturday shall be on a voluntary basis.

When the tool shed or place designated for tool storage is not adjacent to the working site, the time required for gathering and storing Employers tools where designated by the Employer shall be within the starting and quitting time, provided Employer and Union mutually agree to this arrangement.

If an Employee is required by the Employer or his/her representative to take all or part of his/her thirty (30) minute lunch period outside of the period encompassed by one-half hour prior to the start of the regular job lunch period and one-half hour after the completion of the regular job lunch period, the Employee shall be paid the applicable overtime rate for the half-hour worked during the regular job lunch period.

SECTION 8

Breaks: There shall be no organized coffee breaks during working hours. Employees may bring an individual thermos of a non-alcoholic beverage to their place of work and drink same as time and work schedules permit, not to exceed 10 minutes.

SECTION 9

Four-Tens: Providing all trades of the Employer on a job agree, the Employer has the option of scheduling a four (4) day ten (10) hour week at straight time rates. Time and one-half (1-1/2) shall be paid for all work in excess of ten (10) hours per day or forty (40) hours per week, whichever is greater. An Employer scheduling a ten (10) hour four (4) day week, shall notify the local Union and Employees by Wednesday of the week before the change in schedule. Employees reporting to work on Friday as a make-up day shall be scheduled for no less than eight (8) hours.

SECTION 10

Except as provided in Section 11, all hours of work performed on Sundays and Holidays, shall be paid for at two (2) times the Employee's basic wage rate.

SECTION 11

Shifts: If more than one (1) shift is worked, Employees on the first shift shall be paid at the rate of eight (8) hours pay for eight (8) hours work; Employees on the second shift shall be paid at the rate of eight hours pay for seven and one half (7-1/2) hours work; and the Employees on the third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. If Employees work less than a full shift, they shall receive pay for the hours worked at the applicable shift rate.

Work performed in excess of seven and one-half (7-1/2) hours on the second shift, and in excess of seven (7) hours on a third shift, shall be paid for at the applicable overtime rate.

Time and one-half for shift work on Saturdays shall begin at 7:30 A.M. on Saturday and end 7:30 A.M. on Sunday. Double time for shift work on Sundays and Holidays shall begin at 7:30 A.M. on the Sunday or Holiday and end at 7:30 A.M. on the following day.

SECTION 12

Traveling Time: Traveling time shall not be allowed for Employees within the jurisdictional area of this Agreement except when men are moved from shop to job, or job to job, during working hours.

SECTION 13

Transportation Expense: There shall be no transportation expense allowed for work within the Jurisdictional Area of this Agreement except when an Employee is moved from shop to job, or job to job, during the course of the regular work day.

SECTION 14

Reporting Time: When Employees are ordered by the Employer or his/her representative to report for work, or to remain on the job, not to exceed one hour, at a specified time and place and the work is not ready they shall be paid one (1) hour for reporting, provided they remain on the job for the one (1) hour unless released earlier by the Employer or his/her representative.

When Employees start to work, they shall be paid for the actual hours worked.

SECTION 15

Laborer Foreman: On any job where there are five (5) or more building laborers employed there shall be a Laborer Foreman. A second Foreman shall be employed when more than ten (10) Building Laborers are employed on the job. Additional Foreman shall be employed for each additional ten (10) Building Laborers employed. The rate of wages for such Foreman shall not be less than seventy-five cents (\$0.75) per hour more than the regular rate. Wherever possible, in selection by the Employer for such position as Foreman, preference shall be given to an Employee of at least two (2) years experience in the construction industry.

If a Laborer is assigned to supervise or direct the work of other laborers or cement masons helpers, he/she shall be paid the rate of pay for foreman.

At the discretion of the Contractor, a worker may be designated General Laborer Foreman. If so designated, the General Laborer Foreman rate shall be \$1.25 per hour over the building laborer rate.

SECTION 16

Holidays: The observed holidays shall be New Year's Day, Federal Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. When an observed holiday falls on Sunday, and the following Monday is declared the legal holiday by the government, the Monday shall be a stipulated holiday under the terms of this Agreement.

Any Employee who may not wish to work on Martin Luther King Day or the day after Thanksgiving shall be allowed these days off provided the Employee notifies the Employer one week before the day. There shall be no reprisal for exercising this right.

SECTION 17

Wages: This Agreement shall be effective June 1, 2004 to May 31, 2007. The hourly rates for Building and Common Laborers, Cement Mason Helpers from June 1, 2004 to May 31, 2007 shall be as follows in Hamilton, Brown, Clermont and Clinton Counties in Ohio and for Kenton, Campbell, and Boone counties in Kentucky:

	6/1/04	6/1/05	6/1/06
Building and Common Laborers			
Asbestos Removal			
Cement Mason Helpers			
Hand Operated Mechanical Mule			
Mechanical Mule			
Mechanical Sweeper			
Signaler, Flagger			
Wrecking Laborer	21.00	21.30	22.10
Bottom Man, Pipe Layers	21.10	21.40	22.20

0 hours -	800 hours:	60%
800 hours -	1,600 hours:	65%
1,600 hours -	2,400 hours:	70%
2,400 hours -	3,200 hours:	75%
3,200 hours -	4,000 hours:	80%
4,000 hours -	4,800 hours:	90%
4,800 hours -		100%

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

	6/1/04	6/1/05	6/1/06
Skid Steer, Industrial Forklift Operator			
High Lifts, Lulls, and Dingo Walk Behind Units			
Burning Torch Operator			
Jack Hammer, Air Spade			
Chipping Hammer			
Mechanical & Air Tamper Operator			
Mechanical Concrete Buggies			
Power Operated Mechanical Mule			
Concrete Pump Hose Man			
Vibrator Man			
CERCLA Trained Hazardous Material Removal -- Levels A, B, C	21.15	21.45	22.25

	6-1-2004	6-1-2005	6-1-2006
H & W	\$3.20	\$3.80	\$3.80
Pension	\$1.90	\$1.90	\$2.00
T & U	\$.10	\$.10	\$.10
LECET	\$.05	\$.05	\$.05
JA & TC	\$.05	\$.05	\$.05
CAP	\$.05	\$.05	\$.05

SECTION 18

Apprentice Training Fund: Effective June 1, 2001, the Employers agree to contribute five cents for each hour worked by Employees covered by this Agreement to the Craft Laborers Joint Apprenticeship and Training Committee Fund.

June 1, 2001 \$0.05

SECTION 19

Health and Welfare Fund: The Employer agrees to contribute for each hour worked by each Employee subject to the terms of this Agreement to Ohio Laborers' Health & Welfare Fund the amount indicated below. Payments to this Fund shall be made on or before the 15th day of each month on account of hours worked by Employees during the payroll periods in the preceding calendar month.

This Fund shall be administered in accordance with the Agreement and Declaration of Trust established for this purpose. The Employer, in consideration of the participation of other Employers entering into this Agreement, hereby agrees to participate as a contributor to Ohio Laborers' Health and Welfare Fund in accordance with and to be bound by the terms, conditions, obligations and provisions of the Agreement and Declaration of Trust as adopted and hereafter amended.

It is understood and agreed by the parties hereto that no fund shall be set up under which contributions by the Employer are construed by any taxing authority as wages upon which withholding tax is to be paid or upon which Social Security contributions are to be made by the Employer, and such Fund shall meet and conform with the Labor Management Relations Act and other laws now in effect or which may hereafter be enacted affecting such plan, contributions or benefits thereunder.

June 1, 2004 \$3.20

June 1, 2005 \$3.80

SECTION 20

Pension Fund: The Employer agrees to contribute for each hour worked by each Employee subject to the terms of this Agreement to Laborers' Local Union 265 Pension Fund. Payments to this Fund shall be made on or before the 15th day of each month on account of hours worked by Employees during the payroll periods in the preceding calendar month.

This Fund shall be jointly administered by a Board of Trustees consisting of six (6) Trustees, three of whom shall be designated by Laborers' Local Union 265, three (3) of whom shall be designated by

The above rates include two and one-half (2-1/2) cents per hour for the elimination of reimbursable transportation expense.

Bottom Man is hereby defined to mean a worker or workers working with a pick, shovel, or jack hammer in the bottom of a hole of such depth that more than one (1) lift is required to move the earth or rock.

Where two (2) workers are assigned in the elevated operations of a jack hammer or paving breaker, and these tools are used in a horizontal position, both men shall receive the jack hammer rate regardless of which of the two (2) operate the jack hammer or paving breaker.

The rate of wages or percentage of applicable wage rates paid on NMACP projects shall be the same as that paid to other building trades crafts on the same project.

Apprentices: Parties to this Agreement will be bound by the Construction Craft Laborers Apprenticeship Standards of August 30, 1999, as approved by the Bureau of Apprenticeship and Training, and any amendments thereto. Each Employer party to this Agreement shall abide by the decision of the Joint Apprenticeship Committee. Employer's party to this Agreement employing journeymen covered by this Agreement agree to accept an assigned apprentice. The ratio shall be two (2) journeymen to one (1) apprentice; thereafter, the ratio will be four (4) journeymen to one (1) apprentice.

The Employer does not pay into the Pension Fund during the first 800 hours of employment but does pay into the other Funds (Health & Welfare, Ohio Laborers' Training & Upgrading, Ohio LECET, Construction Advancement Program).

Apprentice Wage Rates: Apprentices shall be paid the following percentage of the journeyman rate for Building and Common Laborers:

the Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc.

This fund shall be administered in accordance with the Agreement and Declaration of Trust established for this purpose. The Employer in consideration of the participation by other Employers entering into this Agreement hereby agrees to participate as a contributor to Laborers Local Union 265 Pension Fund in accordance with and to be bound by the terms, obligations and provisions of the Agreement and Declaration of Trust as adopted and hereafter amended.

It is understood and agreed by the parties hereto that no fund shall be set up under which contributions by the Employer are construed by any taxing authority as wages upon which withholding tax is to be paid or upon which Social Security contributions are to be made by the Employer, and such Fund shall meet and conform with the Labor Management Relations Act and other laws now in effect or which may hereafter be enacted affecting such plan, contributions or benefits thereunder.

It is mutually agreed that the provision of the Agreements and Declaration of Trust of the following funds administered and/or collected by the Ohio Laborers' Fringe Benefit Programs and the Laborers' Local 265 Pension Fund:

- Ohio Laborers' District Council-Ohio Contractors' Association Insurance Fund
- Ohio Laborers' Training and Upgrading Trust Fund
- Ohio Laborers' District Council - Ohio Contractors' Association Cooperation Education Trust
- Laborers' Local 265 Pension Fund

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

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

It is further understood and agreed by and between the parties that duly authorized representative of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Contractor is obligated to make contributions.

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

June 1, 2001.....	\$1.90
June 1, 2006.....	\$2.00

SECTION 21

Safety Training: In accordance with applicable OSHA safety and health standards requiring safety training and education, the Union shall make available to each member the 16 Hour STP "Safety Training Passport" Program certified by the U.S. Department of Labor in its training and upgrading program.

SECTION 22

Ohio Laborers Training and Upgrading Fund: The Employer agrees to contribute for each hour worked by each Employee subject to the terms of this Agreement to the Ohio Laborers' Training and Upgrading Fund. Payments to this Fund shall be made on or before the 15th day of each month on account of the hours worked by Employees during the payroll periods in the preceding calendar month.

This Fund shall be administered in accordance with the Agreement and Declaration of Trust dated June 13, 1968 and amendments thereto.

June 1, 2001.....	\$0.10
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All journeyman laborers shall complete 20 hours of training each year. The Union will develop, conduct, monitor and certify such training, utilizing input from Employers.

SECTION 23

Savings Account: Effective June 1, 2001, the Employer agrees to withhold from the net wages of each Employee subject to the terms of this Agreement one dollar (\$1.00) per hour for each hour worked for deposit into a Savings Account. Such withholdings shall be made only from the net wages of those Employees who authorize the same in writing. The Employer shall transmit these funds by the 15th of each month to an FDIC bank as identified on the written authorization submitted to the Employer, for the establishment of separate interest-bearing accounts for each such Employee.

June 1, 2001.....	\$1.00
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SECTION 24

Bond: The Union may require an Employer not previously party to an agreement with Laborers Local Union 265, or who is delinquent or who becomes delinquent for more than fifteen (15) days in its payments to the Health and Welfare Fund and/or Pension Fund to post a surety bond in the amount determined by the number of Laborers employed and the following formula:

1 -- 5 Employees covered herein	\$ 5,000.00
6 -- 20 Employees covered herein	\$12,500.00
21 -- 40 Employees covered herein	\$25,000.00

When an Employer who is required to post such bond requires more than forty (40) covered Employees, said bond will be determined between the Employer and the Union but in no event shall the amount of such bond be less than \$25,000.00.

SECTION 25

Dues Check-Off: Commencing June 1, 2001, and continuing thereafter during the term of this Agreement, and in accordance with the terms of an individual and voluntary authorization for check-off of membership dues in the form agreed upon by the parties hereto and permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct once each week from the wages of each Employee covered by this Agreement who signs such authorization three percent (3%) of the Employees gross wages.

The amount deducted shall be remitted to the Union by the 15th day of the following month together with a statement setting forth the name and hours worked for each Employee from whose wages the deduction is made.

At the option of the Union, and upon prior thirty (30) days notice to the Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, the amount withheld from Employees' gross earnings for Dues Check-off may be increased or decreased.

Upon prior thirty (30) day notice Employers agree to deduct ten (\$0.10) cents per hour for Laborers' District Council of Ohio check-off. Any such deduction shall be in accordance with the terms of an individual and voluntary authorization for check-off in the form agreed upon by the parties hereto and permitted by the provisions of Section 302 (c) of the Labor Management Relations Act.

At such time as the Union requires deduction from wages for the purpose of credit Union contributions, the Employer agrees to make such deductions and remit same on fringe reporting forms designated by the Union. If implemented, the deduction will be for all Employees and not on an individual basis.

SECTION 26

Voluntary Political Check Off: At the option of the Employee and upon notice from the Union the Employer agrees to deduct once each week from the wages of each Employee covered by this Agreement who signs such authorization five cents (\$0.05) per hour worked for the purpose of contributing to the Laborers' Local No. 265 POLITICAL ACTION COMMITTEE.

SECTION 27

At the option of the Union, and upon prior sixty (60) days notice to the Cincinnati Division, Labor Relations Division, AGC of Ohio, Inc., any part of the wage rates established by this Agreement may be taken as an increase in the Employer contribution to the Health and Welfare Fund and/or Pension Fund with a corresponding decrease in the wage rates.

SECTION 28

OHIO LECET: 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 Employees 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 OHIO LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST funds which are established in accordance with Section 302(c)(9) of the Taft-Hartley Act.

All contractors bound hereby agree to be bound by the Agreement and Declaration of Trust, as amended, establishing the Ohio LECET copies of which all parties agree have been furnished to, and read by all contractors bound hereby prior to execution of this Agreement. It is mutually agreed that the provisions of said Agreement and Declaration of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All contractors bound hereby irrevocably designate the Contractor Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

Effective for the hours worked on June 1, 2001 and thereafter the Employer agrees to contribute the amount listed below for each hour worked by each Employee subject to the terms of this Agreement to the LECET Fund. Payments to this fund shall be made on or before the 15th day of each month on account of hours worked by Employees

during the payroll periods in the preceding calendar month.

June 1, 2001..... \$0.05

SECTION 29

Construction Advancement Program of Greater Cincinnati: It is understood that Allied Construction Industries of Cincinnati ("Allied Construction Industries"), an Ohio corporation not for profit, is establishing, by a Declaration of Trust with a board of nine Trustees, a fund (herein called the "Fund") to put into effect the Construction Advancement Program of Greater Cincinnati, the purposes of such program to be to generally promote and improve the construction industry in the Greater Cincinnati area, including, without limiting the generality of the foregoing, development of markets, improvement of relations of Employers with others (including the public, architects, suppliers and labor), educational programs, the preparation and distribution of collective bargaining agreements (including pension, health and welfare plans), providing services in connection with the administration of pension, health and welfare plans, and other matters of general benefit to the industry; provided, however, the Fund shall not be used to lobby in support of anti-labor legislation, the providing of financial aid to Employers or Employees during work stoppages, or making any payments, except for services actually rendered, in connection with the program to any members or officers of Allied Construction Industries or of any other Employer contributing to the Fund. It is understood that each Employer will be furnished with a copy of the Declaration of Trust upon request, and that, subject to the foregoing limitations; such Declaration of Trust may be amended from time to time by Allied Construction Industries.

During the continuation of this Agreement, commencing with June 1, 2001, each Employer a party hereto shall pay to the Fund Five (5) cents for each hour worked by each of the Employees who is in the collective bargaining unit covered by this Agreement.

Each Employer shall pay the contribution to the Fund monthly on or before the 15th of each month on account of hours for which it compensated such Employee during the preceding calendar month, and with each such payment shall deliver to the Board of Trustees of the Fund a schedule relating hereto in such form as the Board of Trustees requires, the amount indicated below.

June 1, 2001..... \$0.05

SECTION 30

Prepayment of Fringes: It is mutually agreed that the Trustees of the Pension and Health and Welfare Plan shall establish a system that will allow for the prepayment of the appropriate fringes allowing for individual contractors to have credit accounts that they may debit future payment. Prepayment of fringes shall be solely at the Contractor's option.

SECTION 31

Pay Day: All members of the party to the second part shall be paid once a week before quitting time, preferably on Friday of each week.

If the payment is made other than by cash, it shall be by check bearing the name of the company issuing it, so that it may be cashed readily. All checks shall show gross earnings, itemized deductions, hours and net earnings paid.

Employees discharged or laid off for any cause whatsoever shall be paid at the time they are laid off or discharged; and if they are not paid off when they are discharged or laid off, and are forced to wait longer than one hour, they shall be paid at the regular rate for the time they are waiting for such payment.

SECTION 32

Work Outside of Jurisdiction: When Employees are sent out of the jurisdiction to work, the Employer shall pay the transportation both ways, less two (2) city fares, and if traveling through the night is necessary, shall pay for sleeping accommodations, and on such out of town job where the Employee must pay for board and lodging, the Employer shall pay such board and lodging in addition to the traveling expenses as provided for herein.

If on such jobs to which he/she is sent out of the jurisdiction, instead of lodging and boarding at or near such out of town site, the Employee daily travels back and forth, he/she shall be paid his/her traveling expenses as set out hereinafter.

Traveling expenses out of the jurisdiction shall be computed from the time the Employee left the nearest limit of the city line, and the Employee shall be reimbursed for traveling expenses by a sum equal to the time consumed, equivalent to the regular rate of pay. By city line is meant the city line of Cincinnati, Ohio, Newport, Kentucky or Covington, Kentucky.

SECTION 33

Tools: Employers shall furnish all necessary tools. When working in rain, concrete, water, watery mud, or harmful chemicals, the Employer shall furnish clothes necessary for protection, such as rubber boots, rubber gloves and rain coats. The Employer agrees to furnish and the Employees agree to wear hard hats with liners as required by Federal and State Safety Laws. The Employer shall have the right to require Employees to sign a receipt when issued a hard hat or protective clothing, and if these items are not returned at the time of separation from employment, the Employer may deduct the cost of these items from the Employees' pay. Locked storage will be available on all jobs.

SECTION 34

Compensation Insurance and Social Security: It is agreed that no member of the Union shall be permitted to work for any Employer who is not complying with the Worker's Compensation Laws, Unemployment Compensation Laws, and the Social Security Laws, and the Health and Welfare Fund, Pension Fund and the Ohio Laborers Training and Upgrading Fund as set forth herein.

SECTION 35

Shelter: On appropriate jobs, the Employer agrees to provide suitable accommodations where Employees may dress and keep their clothes. Such accommodations to be heated when the temperature falls below 45 degrees. No tools shall be kept in the same area where members of Local Union 265 eat and change clothes.

Employers agree to furnish Employees fresh drinking water and sanitary cups on each job. Said water to be iced between April 1st and November 1st.

There shall be sanitary toilet facilities available for all jobs.

SECTION 36

Pre-job Conference: A pre-job conference will be mandatory if requested by either party, with no blanket requests permitted.

If the Employer has not employed Laborers for a period of six months within the geographic jurisdiction of Local #265, the Employer agrees to notify the Union office prior to commencing work in order for the Union to be able to request a pre-job conference if desired.

SECTION 37

The Union and Employer agree to implement a program to aid in maintaining a drug-free workplace. The Union and individual Employer will jointly develop a program to conform to current law to suit specific needs.

SECTION 38

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/her work must sublet same subject to this Agreement or the Wrecking Laborers' Agreement, Heavy & Highway Laborers Agreement, Mason Tenders Agreement or Plasterer Tenders Agreement.

SECTION 39

Joint Conference Committee: There shall be a Joint Conference Committee of not more than four (4) members with two (2) designated by the Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America, Inc. and two (2) designated by Laborers' Local Union 265.

The Joint Conference Committee shall settle all disputes or misunderstandings, between the parties to this Agreement, except for jurisdictional disputes.

When either party to this Agreement requests a meeting of the Joint Conference Committee, such meeting shall be held within forty-eight (48) hours.

In the event the Joint Conference Committee cannot settle the dispute within one week after its first meeting on the dispute, an impartial arbitrator shall be selected by the parties to the dispute to render a decision that shall be final and binding on the parties. In the event the parties cannot agree to the impartial umpire within one week, the American Arbitration Association procedures shall be followed in selecting an arbitrator. The arbitrator shall make his/her decision within the terms and scope of the Agreement, and he/she shall not add to, or subtract from, or modify this Agreement in any way. The expense of the arbitrator shall be borne equally between the individual Employer involved in the dispute and the Union.

Pending the settlement of any dispute, there shall be no work stoppage nor shall there be any work stoppage for any cause or dispute not brought before the Joint Conference Committee.

SECTION 40

Non Discrimination: The Employer and the Union agree that they will not discriminate against any Employee or applicant for employment nor in the referral of applicants for employment because of race, sex, color, creed or national origin. The Employer and the Union agree to comply with the provisions of Executive Order 11246 and other applicable federal, state, county and city regulations pertaining to equal employment opportunity. The Employer and the Union further agree that upon the request of either party, the other will furnish any statements or documents necessary in meeting the requirements of such equal employment opportunity regulations.

SECTION 41

Length of Agreement: This Agreement, except as modified herein, shall be in full force and effect until June 1, 2007 and thereafter from year to year unless either party shall, ninety (90) or more days before the termination date hereof, or the termination date of any extended period hereof, gives written notice to the other of its intention to terminate this Agreement or to amend its terms. The parties further agree that by mutual agreement of the Labor Relations Division and Laborers Local Union 265 this Agreement may be opened for negotiations at any time during the life of this Agreement.

SECTION 42

Most Favored Nations Provision: The Union agrees that if it grants any other Employer more favorable wages, fringes and/or conditions of employment for work covered by this Agreement than those contained herein, those more favorable wages, fringes and/or conditions of employment shall automatically be extended to Employers party to this Agreement. Any dispute over whether the wages, fringes and/or

conditions granted to another Employer are more favorable than those contained herein shall be submitted to arbitration under the provisions of Section 39 of this Agreement.

SECTION 43

Residential Construction: Residential Construction is defined as new construction, alteration, or repair of, including but not limited to, any single family and multi-family houses, apartment buildings, town houses or row houses, condominiums, or mobile home developments. For the purposes of the Agreement, wages shall be paid on the basis of the number of stories under construction or reconstruction, repair, or alteration as follows:

- Group 1: residential construction four stories or less, or
- Group 2: residential construction more than four stories

"Residential Story" is defined as:

1. A lowermost story is considered a first story (floor) if it is:
 - a. primarily above exterior grade on one or more sides, and
 - b. contains at least 50% living accommodations or related non-residential uses (laundry space, recreation/hobby rooms, and/or corridor space).
2. A lowermost story is considered a first story (floor) if it contains the main entrance to the building.
3. A lowermost story is considered a first story (floor) without regard to exterior grade if it is used for apartment space in a way substantially similar to the upper floors.

"Residential Basement" is defined as a single story below grade used for storage, parking, mechanical system/equipment, etc. A basement story is not used in determining a building's height with regard to the application of residential wages.

Prior to assigning any laborers to work under this Classification, the Employer must advise the Laborers of the wages, terms and conditions of employment. Laborers not willing to work under this Classification will be temporarily laid off for "lack of work", if no other work under the Building Laborers Agreement is available.

SECTION 44

This AGREEMENT shall be effective when signed by the individual Employer and the Union, and shall remain in effect in accordance with the terms hereof.

IN WITNESS WHEREOF we, the undersigned, have

executed this Agreement on this _____ day of

_____, 20_____.

LABORERS' UNION NO. 265, LABORERS' DISTRICT COUNCIL OF OHIO LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, 3457 Montgomery Road, Cincinnati, Ohio 45207

AUTHORIZED REPRESENTATIVE OF THE UNION

Name of Firm _____

By _____

Address _____

Phone _____

We certify that this is a true copy of the "FORM OF AGREEMENT"

Robert E. Richardson

ROBERT E. RICHARDSON, Business Manager
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3457 Montgomery Road, Cincinnati, Ohio 45207
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Laura M. Stormer

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