

AGREEMENT

ARTICLE I **Parties to Agreement**

THE AGREEMENT, made and entered into by and between Local Union 758 and the Laborers' District Council of Ohio (hereinafter called the **Union**), and the Construction Employers Association, and each member thereof, who has assigned to it their bargaining rights, subcontractor or agent thereof and any other contractor, who becomes signatory to this Agreement (hereinafter called the **Employer** or **Contractor**), to define and agree to the conditions and wages under which employees shall work, and to define all classifications of work and to prevent strikes or lockouts and adjust grievances in accordance with terms or arbitration procedures outlined herein.

1. Except as otherwise provided herein the parties agree that there shall be no strike or lockout over any dispute or grievance subject to the grievance procedure provided for herein.

2. It is further agreed and understood that no liability shall attach to the Local Union by reason of any unauthorized act of any employee of the Employer, or official thereof, unless and until such unauthorized act has been expressly ratified by the Union.

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

3. The provisions of Section 1, this Article, shall not be applicable in the event the Contractor or subcontractor shall fail to make timely payment of contributions to fringe benefit plans as required under **Article X** of this Agreement.

The Construction Employers Association members, who have assigned to it their bargaining rights, and any person, firm or corporation who as a Contractor becomes signatory to the Agreement shall be bound by all terms and conditions of this Agreement, and furthermore shall be bound to make the Health and Welfare payment, Pension payment, Construction Industry Service Program payment, Training and Apprenticeship payment, and any other payments as required for all work performed within the work jurisdiction outlined in this Agreement.

The Construction Employers Association recognizes Local Union 758 and the Laborers' District Council of Ohio as the sole and exclusive bargaining agent for all its members with respect to wages, hours and other terms and conditions of employment on any and all building construction work described herein.

Likewise, Local Union 758 and the Laborers' District Council of Ohio recognizes the Construction Employers Association as the sole bargaining agent for building construction work as defined herein for area outlined.

ARTICLE II GEOGRAPHICAL AREA AND WORK JURISDICTION

1. Geographical Area: This Agreement shall be binding upon both parties on all building construction work in Lorain County, Ohio.

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

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

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

Scaffolding: Building of scaffolds and staging for cement masons, brick masons, and plasterers; underpinning, shoring, wrecking, raising and moving of all structures, also wrecking of all structures.

Excavating and Foundations: Excavating for buildings and all other construction, including airport construction, filtration plants, sewage disposal plants and waterworks; digging of trenches, pier foundation and holes; digging, lagging, sheeting, cribbing, bracing and propping of

foundations, holes, caissons, cofferdams, wells, cylinders, dam dikes, subways, grading, pitman, driving sheeting by maul or jack hammer, also the signaling of all work described herein, including direction of traffic and flagmen on the job site. Handling and installation of well points or any other dewatering system.

Shafts and Tunnels, Subways and Sewers: Construction of sewer shafts, tunnels, subways, culverts; all underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking, and removal of materials from the tunnels and shafts. The cutting, drilling, and installation of material used for timbering or retimbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumpcreting or “guniting” of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. All concrete work as described above; in addition, the hooking on, signaling and dumping of concrete and material. Installation of well points or any other dewatering system.

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

Concrete, Bituminous Concrete and Aggregates: Concrete, bituminous concrete and aggregates for walls, foundations, floors or any other construction. Mixing, handling, conveying, grouting, rough grading, pouring in, piling, vibrating, “guniting” and otherwise applying concrete,

whether done by hand or any other operation of motorized wheelbarrows or buggies, or machines of similar character, whether run by gas, diesel, or electric power; cutting of nails, wallties, carrying reinforced rods and mesh, chipping and roughing by hand or any other processes; wrecking, stripping, dismantling and handling of concrete forms; pouring, repairing of sidewalks, driveways, filling stations, parking lots, preparing and grading, tamping of earth and excavating of all floors, sidewalks, etc. Placing of concrete aggregates, whether poured, pumped, “gunited” or placed by any other process. The assembly, bracing, propping, uncoupling of all connections and parts of, or to, equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning up of such equipment, parts and/or connections. The aging, curing of compounds and sprinkling of foundations of buildings and structures. This includes temporary protective covering of all kinds, before and after any concrete pours. The building of all runways, ramps required to convey and place concrete or other aggregates shall be the work of the Laborers. The cleaning of tools, machinery, equipment and the mixing of dry shake after the pour shall be the work of the Laborers. When conveyors are being used for placing concrete and are being handled by hand, a sufficient number of Laborers will be used. All concrete work as described above and in addition to the hooking on, the unhooking of the bucket, placing, signaling of all concrete and other aggregates shall be the work of the Laborers.

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

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

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

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

Cement Mason Tender: All distribution of all materials used by a Cement Mason by any method shall be the work of the Cement Mason Tender; excavating, tamping and finished grading of all driveways, sideways, basement, floors, aprons. All concrete work for walls, foundations, floors, or any other construction; mixing, handling, conveying, grouting, and otherwise applying concrete whether done by hand or any other process; cutting of nails, wires, wallties, raising

reinforced rods, mesh, chipping, and roughing by hand or any other process and ringing of signal bells in elevator hoists.

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

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

Carpenter Tender: Work shall include the following: When there is a continuous pour of concrete for construction where jacks are used, the Laborer shall be used to do all jacking on this type of work; all signaling or bell ringing on all elevator hoists and cleaning of lumber and pulling of nails; also, drilling for anchor bolts and dowels when drilling is done in concrete. The distribution of all materials used by a carpenter to a stockpile. The Union recognizes that stockpile, or stockpiles, shall mean that the Contractor representative shall designate the stockpiles at the approximate point of erection.

Cleaning: Cleaning and clearing of all debris, including wire brushing of windows frames, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction areas. The general cleanup, including sweeping, cleaning of fixtures, washdown and wiping on construction facility, equipment and furnishings including crates, boxes, package waste material. Cleanup mopping, washing, waxing and polishing or dusting of all floors or areas. The cleaning of

windows, whether interior or exterior, on all buildings prior to the acceptance of the building by the owner, shall be the work of the Laborer. All of the above work shall apply, not only to general contractors, but to all subcontractors whose work comes within this jurisdiction, whether mechanical or otherwise.

General Clean-up: General clean-up shall be defined as a Laborer who will perform the cleaning and clearing of all debris in the building and construction area, including sweeping and shoveling of floors and removal of surplus material from all areas within the confines of a structure or work area. Employee(s) must perform clean-up duties for the entire work shift. (Group E classification for General Clean-Up only applies to non-industrial projects, and excludes demolition work).

Deep Cleaning: Deep cleaning shall be defined as a Laborer who will perform “white glove cleaning” on any type of work.

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

Watchmen: When Watchmen are required on any construction site, excluding security watchmen, they shall be members of Local 758, and they shall not be engaged in, or required to do any work covered by other classifications or sections in this Agreement. They shall not be required to carry sidearms or any type of weapons.

Wrecking: The wrecking or dismantling of partial or complete buildings and all structures, including all demolition and alterations in industrial plants, commercial and non-commercial work. Breaking away roof materials,

homes of all kinds, with use of cutting or other wrecking tools, as necessary. Burning, or otherwise cutting, all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, backfilling and renovating, the wrecking and partial wrecking of all fixtures, counters, partitions, walls, floors, shelves, asbestos removal and hazardous waste removal, etc., when not salvageable, shall be done by the Laborers.

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

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

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

ARTICLE III

Union Security, Hiring Procedure & Stewards

Union Security

1. (A) 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 initiation fees, readmission fees, hourly working dues and minimum monthly 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 effective date of this Agreement, or the eighth (8th) day following their employment, whichever is later, and shall remain a member in good standing with the Union to the extent of paying initiation fees, readmission fees, hourly working dues and minimum monthly dues uniformly required as a condition of acquiring or retaining membership in the Union whenever employed under, and for the duration of, this Agreement.

(B) Upon three (3) days written notice from the Union that an employee covered by terms of this Agreement has defaulted in payment of uniform conditions of membership, the Contractor shall discharge such employee on the third (3rd) day after receipt of notice, and the employee's failure to show evidence of good standing with the Local.

2. (A) The Contractor agrees to deduct initiation fees, readmission fees, hourly working dues and minimum monthly dues from any employee who voluntarily and individually authorizes the deduction. It is understood the Local Union covered by this Agreement will furnish to the employees

proper payroll deduction authorizations in conformity with federal and state laws and upon receipt of the authorizations properly signed by the employee, the Contractor shall deduct from the employee's pay accordingly. The deductions shall be paid to the Secretary-Treasurer of the Local Union having proper jurisdiction of the work and the employees covered by this Agreement unless otherwise provided.

(B) Legal Assessments and Union Dues - If during the duration of this Agreement the Laborers' International Union, Laborers' District Council of Ohio, or Laborers' Local 758 legally passes or imposes a working dues or assessment based on hours worked by an Employee, the Contractor agrees to deduct the dues or assessment for any Employee who voluntarily and individually authorizes the deduction. The Union will provide at least sixty (60) days notice to the Contractor before any proposed dues or assessment is to be put in effect. As intended to create a minimum of inconvenience to the Employer, the Union will furnish proper payroll deduction authorizations in conformity with federal and state laws, and reporting forms to cover the deductions.

3. The Contractor will not discriminate in hiring of employees and will conform to state and federal laws with respect to hiring. It is understood the Contractor shall have the right to reject any applicant referred for hire by the Union. Any applicant referred by the Union to the Contractor at the Contractor's request and who is not hired shall be paid two (2) hours reporting pay, unless the employee is not capable or qualified to perform the work required.

4. It is a condition of this Agreement to provide equal opportunity in employment for all qualified persons and to prohibit discrimination because of race, creed, color, age, sex and national origin. There shall be full compliance with all applicable federal and state statutes, regulations, rules

and orders of appropriate federal or state agencies having jurisdiction over the subject matter or discrimination in employment.

It is not the intent to discriminate by the use of gender; thus, use of the masculine gender or pronoun shall be construed to include the feminine gender, as well.

Hiring Procedures

1. The Contractor agrees that all work under this Agreement should be performed by local residents, hired pursuant to the hiring provisions set forth hereinafter.

Subject to the foregoing, the Union recognizes the right of the Contractor to hire a **“Key Man”**. “Key man” shall mean an employee who is regularly and customarily employed by the Contractor whenever he has work and who has been employed by him sometime during the past six (6) months and who, because of his special knowledge, skill, and experience regarding the Contractor’s operations, is considered necessary by the Contractor to the efficient performance of the work to be done under this Agreement. The “key man” provision shall not be applicable for clean-up, general conditions, or without a pre-job conference prior to beginning work being held, the “key man” identified and the need for such discussed, and the pre-job conference form signed by the Union and Contractor. One (1) foreman shall be the last man on the job when he has been supervising Laborers previously on the project. There shall be no one (1) Laborer-projects with a foreman designation, except as previously stated.

2. All employees other than the “key man” shall be hired in accordance with the following provisions:

A. If an exclusive hiring hall system is being operated by the Local Union in the area, the Contractor agrees to rely upon such hiring hall as the exclusive source of applicants for employment and to conform to and be bound by its provisions, including, but not limited to the requisite posting and recognition of appellate procedure contained therein.

B. In all areas covered by the Agreement, the Contractor and the Local Union shall discuss hiring procedures.

3. In the event the Local Union agrees to serve as the exclusive source of supply for such additional employees, the Contractor and the Local Union shall bargain our lawful objective standards, based upon local needs and conditions, to be employed in the referral of applicants for employment. Such standards shall be reduced to writing and posted in places where notices to employees and applicants for employment are customarily posted, together with all other provisions, relating to the functioning of the hiring arrangement, specifically the Contractor's right to reject for cause; and all referrals will then be made in accordance with the aforesaid procedure and on a nondiscriminatory basis.

4. In the event the Local Union will not agree to serve as the exclusive source of supply for such additional employees, the Contractor shall first notify the Local Union of opportunities for employment, and shall give the Local Union the first opportunities for employment, and shall give the Local Union the first opportunity to refer qualified applicants for such employment for a period of not less than forty-eight (48) hours after such notice.

Steward

1. The Business Manager may appoint a Steward on all projects or portions of projects, whose duty it will be to see to it that this Agreement is strictly adhered to and all work coming under the jurisdiction and outlined in this Agreement is performed by employees covered by this Agreement.

2. All grievances must be filed with the Union office in writing as soon as possible. Members who fail to file grievances with the Steward, Field Representative or Business Manager within two (2) weeks, the grievance shall be deemed waived and abandoned.

3. The Steward shall perform his duties the same as any other employee and remain on the job at all times when other employees are performing work covered by the Agreement. On overtime, if only one (1) man is required, the Steward will be given preference over all other employees, excluding one (1) foreman, provided he is qualified to perform the work. The Steward shall not be discriminated against or laid off for the performance of his duties as Steward. The Employer will contact the Business Manager prior to laying off or discharging the Steward. In case of a permanent layoff, the Steward will be the last man on the job, excluding the foreman, if he is qualified to perform the work. He shall represent the Union on any jurisdictional problem arising on the project and shall be given reasonable time to investigate any grievance, but shall not abuse the privilege. If the Steward is not on the project for any reason, another Steward may be appointed as Acting Steward so the Union can have a representative on the project whenever employees covered by this Agreement are working.

4. The Contractor and Steward shall cooperate in all matters covered by this Agreement. Should an employee working under the terms and conditions of this Agreement be injured on the job, the Steward shall see that he is given proper medical attention, and if seriously injured, taken to the doctor, hospital or home unless the Contractor assumes responsibility. He shall not be made to suffer any loss of pay when taking care of the injured employee.

5. The Union shall notify the Contractor in writing as to the identity of the Steward.

6. The Local Union Business Manager may consult with the Steward on the job, or with an employee, provided it does not unnecessarily interfere with the progress of work on the job.

7. The Contractor agrees to make the terms and conditions of this Agreement a part of all subcontracts let on covered work. A breach of this provision by a Contractor with regard to the subletting of his work shall, after written notice by registered mail to the Contractor of such breach constitute the right for the employees to withhold their labor until the breach is remedied.

ARTICLE IV

Pre-Job Conference

1. It is agreed that, upon the request of either party, a pre-job conference must be held at least five (5) days prior to commencing work. It is further agreed that the Union may request and hold a pre-job conference with the Contractor with the owner's designated representative in attendance, on an individual Union basis, wherein the following items will be discussed.

2. At the pre-job conference, the following matters shall be discussed and resolved:

1. Hiring procedures, including employment of "key man"
2. Work assignments
3. Wages, hours and conditions
4. Shift work
5. Safety, health hazards and accident prevention
6. Coffee break

ARTICLE V

Working Conditions

1. Employees shall be free to select the Contractor for whom they desire to work and the Contractor shall be free to select the employees whom he desires to employ, subject to the terms of this Agreement.

2. Employees are to be paid the wages applicable to the work performed without any discount and in return the Contractors are to receive a fair and honest day's work without any slowing down or stoppage of work.

3. A Contractor shall not be hindered or prevented in using any type or quantity of machinery, tools, or appliances, and may secure materials or equipment from any market or source he sees fit, except prison-made goods.

4. The number of men to be employed is also at the sole discretion of the Contractor, and the fact that certain classifications and rates are established does not mean that the Contractor must employ employees for any one or all such classifications unless the Contractor has need for such employees. Subject to the terms of this Agreement, the Union will be the sole bargaining representative of all employees employed on the work covered by this Agreement.

5. 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, or other rules and regulations prescribed by the Contractor for the 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.

6. The Contractor shall furnish ample protective clothing, namely: raincoats, rain-suits, knee boots or over, headgear, etc. when employees are required to work in mud, concrete or inclement weather or any other wet conditions. Boots shall be issued to the individual for the duration of the job and shall not be reissued until they have been thoroughly sterilized and dried. Protective clothing issued shall be chargeable to the employee if lost or damaged beyond ordinary wear and deterioration.

Sanitation measures shall be taken, and wearing apparel disinfected that is subject to spreading disease.

7. If any Contractor is in violation of the State Safety Code 4121:1-3, the Union may withhold its labor until the Contractor is in compliance with the State Safety Code. This article will not be used as a tool by the Union for harassment purposes.

In accordance with OSHA Safety and Health Standards (29 CFR 1926/1910) requiring safety training and education, Laborers Local #758 shall make available to each Union member the 16-Hour Safety Training Passport offered by the Laborers' Training and Apprenticeship Program and certified by the U.S. Department of Labor.

The Union and Management recognizes the importance to maintain a quality, skilled workforce, understands that the construction industry changes with new technology, and therefore, will encourage each member of the Union to take 40 hours annually of refresher training. A list of those Union members who successfully completes 40 hours of refresher training during a calendar year will be provided to the Construction Employers Association.

8. On any job where six (6) or more Laborers are employed, one (1) shall be designated as the Laborer foreman.

9. The Laborer foreman rate of pay shall be fifty cents (\$.50) per hour above the highest labor classification he is supervising. When there are two or more foreman on the job and the company deems it necessary, one shall be classified as general foreman. General foreman rate of pay shall be one dollar (\$1.00) per hour above the highest labor classification he is supervising.

10. The Contractor shall provide a suitable shelter house sufficiently large enough to accommodate all employees where they may dress, keep their clothes and eat their lunch. The shelter house shall be heated during working hours, kept clean, devoid of tools and building supplies and made comfortable to a reasonable degree.

11. The Contractor shall furnish suitable drinking water and drinking facilities at all times. Cold drinking water shall be furnished on all jobs within one (1) hour after starting time.

12. When employees are required to work with acid, creosoted materials, tar or waterproofing, the Contractor shall provide protective clothing and eye protection. Any wearing apparel destroyed by fire in the shelter house shall be replaced by the Contractor. In case of loss by fire of clothing on a job at any time, the Employer shall be responsible for such loss in the amount of fifty dollars (\$50.00) covering each individual's loss. Proof of loss is required.

13. An employee, when sent home or hospitalized by his doctor due to injury on the job, will be paid a day's pay for the day of the injury. Upon recovery, the employee shall be returned to his job, if qualified and able to perform the work, and if work is available. The employee shall submit to the

Contractor a written statement from the attending physician that the employee is able to return to work without hindering the employee's health.

14. If an employee is discharged or laid off for reasons other than inclement weather or lack of material, he shall be paid in full immediately and furnished a layoff slip stating reason for being laid off or discharged.

15. If any employee quits, he may be required to wait until the regular payday for his pay.

16. An employee shall not suffer any loss of time (pay) traveling from job-to-job during working hours, and shall not be required to travel during lunch period.

17. The Contractor agrees to give the Local Union at least twenty-four (24) hours notice when requesting additional employees for work, if at all possible.

18. If the Contractor determines the requirement of a tool room attendant on a project, the attendant shall be a worker employed under the terms of this Agreement.

19. Employers who elect to pay a bonus are not required to pay fringe benefits on additional voluntary compensation.

20. Except in cases of emergency, the use of personal pagers, iPods, cellular telephones and other communication devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.

ARTICLE VI

Hours, Overtime and Holidays

1. Eight (8) hours shall constitute a day's work between the hours of eight (8:00) a.m. to four-thirty (4:30) p.m. with one-half (1/2) hour for lunch. This shall be known as the regular working day and shall be time actually employed at work. The regular lunch period will be between twelve (12:00) Noon and twelve thirty (12:30) p.m. The employees may be allowed to work a flexible starting time between 6:00 a.m. and 8:00 a.m.

2. It is understood that at times the Employer's need for productivity and efficiency on the job will not allow the crew to take lunch at the regular time. Under such circumstances, Employers may schedule part of the crew to take lunch between one hour before and one hour after the regular lunch period. If for any reason this is not possible and the employee is required to work through lunch period, he shall be paid time and one-half (1-1/2) for same and given a reasonable amount of time to eat lunch, but at least fifteen (15) minutes to eat lunch and the Employer will make arrangements so that no employee shall eat lunch later than five and one-half (5-1/2) hours after starting work.

3. Employees shall be at their posts prepared to start work at the regular starting time. It is the intent of the parties that there be a full day's work for a fair day's wage.

4. Time and one-half shall be paid for all hours worked on Saturday. In the event of lost time Monday through Friday, Saturday may be worked at straight time to make up the lost time. Employees performing work on a Saturday make-up day who are tending a trade who does not have a Saturday make-up shall be paid at the premium time rate. If an employee is called out on a Saturday, a minimum of four

hours (4) work is guaranteed. (This guarantee applies only if Saturday is worked as a make-up day; otherwise refer to **Article VIII, Reporting Pay**.) Special local, area or national agreements negotiated to cover specified projects or classes of work shall be excluded from operation of this provision. Monday at the designated starting time will be the beginning of the normal work week when the Saturday make-up day is involved.

5. If a special starting time is required for any shift for circumstances beyond the control of the Employer, the Employer may request such a starting time from the Union, which request shall not unreasonably be denied.

6. The Employer has the option of working five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour workweek. The Union will be given at least seven (7) calendar days notice of changing from one schedule to another which must be maintained for a minimum of one work week. All overtime work performed after ten (10) hours when working four (4) ten (10) hour days shall be paid at time and one-half (1-1/2).

7. In the event the job is down for any reason beyond the Employer's control, except for observance of a holiday, per **Article VI, Section 5**, then Friday may, at the option of the Employer, be worked as a make-up day at straight time not to exceed forty (40) hours per week.

8. Double the regular rate of pay shall be paid for work performed on Sundays and on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on Saturday or Sunday, they shall be observed as the federal government observes the holiday.

9. No work shall be done on Labor Day except in emergencies.

10. Forty (40) hours shall constitute a week's work to be done between Monday and Friday inclusive, unless the job is multiple shifted.

ARTICLE VII

Shift Work

1. When shift work is considered necessary by the Employer for some or all crews, the first shift shall work eight (8) hours at the regular straight time rate of pay. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay at the regular straight time hourly rate. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight time hourly rate.

2. A thirty (30) minute unpaid lunch period shall be scheduled at the midpoint of the scheduled work shift. The lunch break shall not be less than one-half (1/2) hour in duration.

3. The first shift shall begin between 7:00 a.m. – 8:30 a.m.; the second shift shall begin between 3:30 p.m. – 5:00 p.m.; and the third shift shall begin between 11:00 p.m. -12:30 a.m. Shifts shall not overlap. An Employer may work a second and/or a third shift without a first shift as long as the appropriate shift differential pursuant to this section is paid.

4. Workweek for shift work – Monday 8:00 a.m. to Saturday 8:00 a.m.

5. All other time worked before or after the regular established shifts set forth above shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate except for Sundays and holidays, per **Article VI, Section 5**, when the rate shall be doubled the straight time hourly rate.

ARTICLE VIII

Reporting Pay

1. An employee who reports for work, without prior notification not to report, shall be paid two (2) hours pay for reporting. An employee who commences work and works in excess of two (2) hours, shall receive pay for the actual time worked, including an hour's pay for any portion of an hour worked. In order to be paid the two (2) hours reporting pay, the employee must report to work at the starting time of the shift and be available for work and remain on the job site up to two (2) hours, unless released by the Contractor.

2. The employee shall be paid each week, in currency or check, on the job during the regular working hours. Not more than three (3) days' pay shall be retained by the Contractor to be paid the following week.

3. The following information shall be itemized and given to the employee:

1. Total hours worked
2. Overtime hours (premium hours)
3. Gross pay
4. All deductions listed
5. Name of Contractor

4. If an employee is discharged, he must be paid straight time for any time he is required to wait. This shall be construed to apply only to normal working hours.

5. Employees who report for their pay check on a day when there is no work because of weather or other causes shall not be eligible for reporting pay. The employees may ask

the Contractor to mail his check to his home on non-work days and the Contractor will mail checks prior to 5:00 p.m. on pay day.

6. After a complaint is received, the Business Manager may examine pay envelopes or checks on the job to determine if the Agreement is being complied with.

7. After working ten (10) hours, an employee shall be allowed thirty (30) minutes to obtain and eat a lunch with no reduction in time. Further, if additional hours of work are required, after each four hours a lunch period shall be granted without a reduction in time.

8. In the interest of safety and fair distribution of work available within the industry, it is mutually agreed to discourage the practice of employees holding two full-time jobs. It is further agreed the Contractor will cooperate in eliminating this practice.

9. By mutual agreement, when a hazardous condition exists on a project, and in the interest of safety there shall be a minimum of at least two (2) Laborers employed on any overtime work.

10. In the case of lay-offs in excess of three (3) days the Contractor shall, when possible, notify the Local Union five (5) hours in advance of such lay-off. If such notice is not possible, the Contractor shall notify the Local Union by 10:00 a.m. the following day.

11. Work on stacks, chimneys, silos, monuments and cooling towers shall be done under the National Agreements.

12. Residential Work: See current Residential Building Agreement

ARTICLE IX

Wage Rates and Classifications

Classifications

Group A: Building and Construction Laborer, Asbestos Removal, Lead Abatement, Hazardous Waste Removal, Signalman, Tool Cribman, Carpenter Tenders, Finisher Tenders, Deep Cleaning, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors.

Group B: Bottom Men, Scaffold Builders, Tunnel Laborers, Pipe Layers, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blasters, Creosote Workers, Mortar Mixer, Form Setter, Mason Tender, Plasterer Tender, Hod Carrier, Laser Beam Set-Up Man, Concrete Tenders. All work involving refractory materials, including demolition of refractory materials.

Group C: Guniting Operation, Lancer, Bellman, Hook-Up Man on Blast Furnace Work and Toxic/Hazardous Waste. (See Article II, Page 7).

Group D: Watchmen-Paid a weekly rate with overtime over forty (40) hours paid at time and one-half (1-½) and full contributions to Health and Welfare, Pension, Training and Apprenticeship and CISP. A watchman shall be defined as a security person only in a non-industrial setting.

Group E: Parking, Grading, Landscaping and General Clean-Up.

ARTICLE IX

Laborers' Local #758

Wages and Fringe Benefits of Laborers

Jurisdiction for Lorain County

Effective May 1, 2007 through April 30, 2010

Wage Rates

	<u>May 1, 2007</u>	<u>May 1, 2008</u>	<u>May 1, 2009</u>
Group A	\$23.77	\$24.67	\$25.57
Group B	\$23.97	\$24.87	\$25.77
Group C	\$24.37	\$25.27	\$26.17
Group D	\$662.34	\$681.88	\$701.38
Group E	\$19.97	\$20.56	\$21.15

All Fringes are Paid on Hours Worked

H and W	\$4.40	\$4.40	\$4.40
Pension	\$2.10	\$2.10	\$2.10
T and A	\$.15	\$.15	\$.15
CISP	\$.08	\$.08	\$.08
LECET	\$.00	\$.05	\$.05

Working Dues: 3% of Gross Wages to be paid to Laborers' Local #758

Twenty-five cents (\$.25) per hour worked to Laborers' District Council to be paid on fringe report.

It is agreed that any diversion of a scheduled wage increase to a fringe benefit program provided for in this Agreement may be made, providing the Union gives written notice to the Employer at least sixty (60) days prior to the date the wage increase is effective.

DEDUCTIONS TO BE MADE AFTER TAXES

1. The Employer will deduct the following from the taxable hourly rate after taxes:

A. Three percent (3%) per hour working dues. Mail working dues deduction to Secretary-Treasurer, Local 758, 2089 North Ridge Road East, Lorain, Ohio 44055.

B. Employers covered by this Agreement shall also deduct from the wages of employees who have authorized the same, District Council working dues assessment in the amount of twenty-five cents (\$.25) for each hour worked and shall remit the same with the fringe benefit contribution to the Laborers' Fringe Benefit Office, P.O. Box 71-1883, Columbus, Ohio 43271, monthly, together with an accurate list of employees from whose wages said working dues were deducted and the amounts applicable to each employee. Such deductions shall be forwarded no later than the fifteenth (15th) day of the month following the month in which the work is performed.

2. The Union shall indemnify and save the Employer harmless from any claims, suits, demands for judgments and defend any action against the company made or brought by an employee for the making of any deduction in accordance with the check-off of dues authorized.

ARTICLE X

Fringe Contributions

1. The fringe benefit provisions contained herein shall apply to all Construction Employers Association members, who have assigned to it their bargaining rights, and all Contractors who become signatory or bound by this Agreement and any other Contractor or Contractor groups who become a party to an Agreement covering the fringe benefit programs set forth herein.
2. All Contractors bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, between the Laborers' District Council of Ohio and the Ohio Contractors Association Insurance Fund, establishing the Pension Fund, Health and Welfare Plan, Training and Apprenticeship Fund and LECET. Copies of all trust agreements have been furnished to, and read by, all Contractors bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations 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.
3. Fringe benefit contributions shall be paid in accordance with **Article IX** for all hours paid to each employee by the Contractor under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include reporting hours as paid.
4. It is further understood and agreed by and between the parties that duly authorized representatives of any 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 for whom the Contractor is obligated to make the contribution.

5. Reports of employees who have worked, the number of hours that they have been paid and other such data and information as may be required, and all contributions payable to the Funds or Plans shall be transmitted to the offices of the Funds or Plans no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished or said contributions are not paid, as foresaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available.

6. After either the Union Representative, Trustee or Agent of any fund or Plan has given the delinquent Contractor twenty-four (24) hours written notice, at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made, or said audit is permitted, such action including, but not limited to, the right to strike such Contractor for as long as the failure to make such contributions or audit continues.

7. In no event shall the foregoing provisions relating to fringe benefits be subject to or suitable for grievance and arbitration under **Article XVI** of this Agreement.

8. The Union shall be permitted to strike such delinquent Contractor until arrangements are made to pay the delinquencies.

9. Contributions to the Pension Fund, Health and Welfare, Training and Apprenticeship Fund, LECET and Local 758 Working Dues, in the amounts fixed by this Agreement are due on the 15th day of the month following the month in which the hours are worked. If not received by the 20th day of the month following the month in which the hours were worked, the Employer will be considered delinquent in contributions. If contributions are not received by the last day of the month following the month in which the hours were worked, the Employer will be subject to, and agrees to pay, a delinquency assessment of ten percent (10%) plus one percent (1%) per month for each month the Employer is delinquent to cover the additional cost and expense of continuing administration during the period of delinquency, interest and any and all costs of collection including reasonable attorney's fees.

ARTICLE XI

Construction Industry Service Program

Employers subject to the terms of this Agreement who employ Laborers within the jurisdiction of the Laborers' International Union of North America, Laborers' Local Union No. 758 shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. A Declaration of Trust shall be available for inspection by the parties or other interested persons at the office of the CEA. Said Trust shall be deemed as part of this Agreement.

2. Each Employer covered by this Agreement shall pay to said trust eight cents (\$.08) for each hour worked by each journeyman or other employee within the bargaining unit.

3. The purpose of the Trust shall be to promote the common good of the construction industry in the Northeast Ohio area by providing financial support for various activities such as:

A. Payment of management's expenses in creating, operating and maintaining of additional education and training facilities for the benefit of the construction industry and its employees.

B. Payment of expenses for the improvement of safety practices in the construction industry in the Northeast Ohio area.

C. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the Northeast Ohio area.

D. Payment of expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Northeast Ohio area.

E. Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the construction industry in the Northeast Ohio area to insure conformity by all Employers with the terms and conditions of such wage agreements.

F. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

G. Payment of management's expense for the Construction Substance Abuse Program for annual and computer generated drug testing.

It is understood that the Construction Industry Service Program Trust Fund shall not be used by lobbying in support of anti-labor legislation of any kind at municipal, state or national levels, or to subsidize any Contractor or contractor's association in connection with any work stoppage or strike.

The Trustees of said Program shall comply with all present and future federal laws governing the same. Payments shall be in accordance with such penalties as the trustees may prescribe from time to time.

ARTICLE XII

Bond

1. Wages may be paid by check provided the Employer has posted the following bond with the Union. Each Employer who employs one (1) to four (4) Laborers shall post a twenty thousand dollar (\$20,000) bond; each Employer who has in his employ five (5) to fifteen (15) Laborers shall post a fifty thousand dollar (\$50,000) bond; each Employer who has in his employ sixteen (16) or more Laborers shall post a one hundred thousand dollar (\$100,000) bond. This shall be the maximum bond requirement. No bond, no men.

2. All bonds hereinbefore mentioned will guarantee the payment of wages, deductions and contributions to the Health and Welfare Fund, Pension Fund, Training and Apprenticeship Fund, LECET, Working Dues and Union assessments if any.

3. In addition to the bond herein required, the individual Contractors shall file with the Union on fringe benefit forms their social security and unemployment account numbers, and a certificate of Workers' Compensation insurance.

4. Said bond shall be in full force for a period not to exceed ninety (90) days after the job is completed.

ARTICLE XIII

Job Preservation

Recognizing that the non-union and other than union building trades contractors are capturing an increasing percentage of the construction market, the Employer and the Union agree to make available a Job Preservation Agreement to regain a portion of the construction work lost by union contractors and to thereby enhance the job opportunities of union members.

ARTICLE XIV

Union/Contractor Committee

1. There shall be a committee of four representatives chosen by the Union and four representatives chosen by the Contractor which shall meet at least once every three months to discuss how to stabilize employment and promote efficiency in the construction industry. The objectives of this committee are as follows:

A. To initiate and coordinate joint efforts of Union workers and Union Contractors to promote union construction.

B. To keep an open line of communication between the Union and the Contractor on all current issues affecting the construction industry.

C. To evaluate market conditions and incorporate any mutually agreeable additions or deletions to the Contract currently in force in order to maintain or increase union construction.

D. The decisions of the committee shall be binding on the Union and on the Contractor.

E. Alternative Dispute Resolution (ADR): Both parties agree to begin meaningful dialogue on the topic of Alternative Dispute Resolution with the end goal of developing a program that is mutually acceptable to Labor and Management.

2. Any specific procedures that the Committee develops in order to run the meetings efficiently shall be determined and modified by the Committee itself by a majority vote.

3. A quorum shall be an equal number of the duly chosen Union representatives and the duly chosen Contractor representatives, except no quorum shall be deemed to exist unless at least three representatives from each party are in attendance.

ARTICLE XV

Diversion of Wage Increase to Fringe Benefit Program

It is agreed that any diversion of a scheduled wage increase to a fringe benefit program provided for in this Agreement, may be made, providing the Union gives written notice to the Employer at least sixty (60) days prior to the date the wage increase is effective.

ARTICLE XVI

Grievance Procedure

1. Whenever any difference or dispute shall arise as to the interpretation or application to the terms of this Agreement (except jurisdictional disputes between the Union and any other Union), such dispute or difference shall be resolved in the following manner:

A. All grievances must be reported to the Union office as soon as possible.

Grievances must be filed in writing on the standard grievance form which may be obtained at the Union office. Members who fail to report grievances to the Business Manager or Field Representative within two (2) weeks, the grievance shall be deemed waived and abandoned.

B. In conference or meeting between the Business Agent and the designated Representative of the Contractor.

C. In the event the dispute cannot be so resolved within twenty-four (24) hours, it shall then be referred to a conference or meeting between the designated officers of the Union and the Employer.

D. Unless so resolved within forty-eight (48) hours, the matter shall then be submitted to a board of five (5) arbitrators, who shall commence the arbitration talks within forty-eight (48) hours after they have received notice of complaint. Two (2) arbitrators will be selected by the Employer, two (2) to be chosen by the Union, and the fifth to be chosen by the four (4) so selected. Upon the failure to so select a fifth arbitrator within forty-eight (48) hours, the selection shall then be made in accordance with the Rules and Procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties to the arbitration.

2. The Board of Arbitration so selected shall hear all evidence and render its decision by a majority vote based on evidence and this labor Agreement. The decision so rendered shall be final and binding upon both the Union, and the Employer.

3. The Union shall have the right to strike in the event any Contractor refuses to process a grievance in accordance with the grievance procedure contained herein; or refuses to submit a grievance to arbitrate in accordance with the arbitration provision of this Agreement or fail to comply with the decision of the arbitrator and said work stoppage shall not be deemed a violation of the no strike clause or any other provision of this Agreement.

ARTICLE XVII

Savings and Separability

1. It is mutually agreed that if any clause, term or provision of this Agreement is, or 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 and of no effect, without disturbing the other clauses, terms and provisions of this Agreement, and the remaining parts of this Agreement shall remain in full force and effect.

2. In the event any clause, term or provision of this agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, said clause, term or provision shall be negotiated to the mutual satisfaction of the parties; but during such renegotiation there shall be no interruptions of work by lockouts, strikes or other labor troubles.

3. Any changes in rates of any fund shall be taken from or added to the wage package as negotiated for this Agreement.

ARTICLE XVIII

No Strike/No Lockout Clause

Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes or stoppages of any work of any sort, and all grievances and complaints which the parties involved are unable to adjust shall be disposed of in accordance with procedures set forth in **Article XVI**.

ARTICLE XIX

Favored Nations Clause

It has been agreed that the Union will not enter into any written or oral agreement with any Contractor within the jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions, other than those contained in a job preservation agreement, shall automatically be extended to all Contractors signatory to this Agreement. Special local, area and national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision.

ARTICLE XX
The Construction Industry
Substance Abuse Program

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Union have a commitment to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, safe healthy work environment for all of its employees.

Employers can contact the Construction Employers Association or Laborers' #758 Business Manager for a copy of the Construction Industry Substance Abuse Program.

ARTICLE XXI
Joint Apprenticeship Program

Laborers' Local Union #758 will implement a Joint Apprenticeship Program when the Heavy Highway does, then Laborers' Local #758 will pattern theirs after the Heavy Highway Program.

ARTICLE XXII
Duration and Modification

This Agreement shall remain in full force and effect through April 30, 2010, and shall continue to remain in full force and effect from year-to-year thereafter unless either party notifies the other in writing of its intention to terminate said Agreement at least sixty (60) days prior to the expiration of this Agreement.

ARTICLE XXIII

Harassment

The parties to this Agreement mutually agree that harassment of any nature in not to be tolerated. Every person working under this Agreement shall immediately notify the Employer and/or the Union when possibility of a problem happens or exists.

ARTICLE XXIV

Termination of Agreement for Non-Association Members

Any Employer who is or becomes signatory to or bound by the terms of this Agreement and who at the time of its expiration is not a member of the Construction Employers Association, (“**Association**”) acknowledges that notice of termination or modification of this Agreement which is given to the Association shall be notice to such Employer of the Union’s desire to terminate or modify this Agreement.

In the event an Employer who is not a member of the Association and does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement more than sixty (60) days prior to the expiration of the Agreement to both the Union and the Association, such Employer shall be deemed to have appointed the Association as its agent for such collective bargaining.

The provisions of this Article shall operate for successive collective bargaining agreements until such time as the Employer who is not a member of the Association gives timely notice to the Union and the Association of its desire to negotiate separately or until such time the Union gives notice that it does not desire to have the Association act as bargaining agent for such Employer.

IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the Construction Employers Association and the Laborers' International Union of North America, Laborers' Local Union No. 758 and Laborers' District Council of Ohio, execute this Agreement on the eighteenth (18th) day of April, 2007.

Laborers' Local Union
No. 758 and Laborers'
District Council Of Ohio

Construction
Employers Association

UNION

/s/ Peter D. Pappas, Chairman

/s/ Michael Baker

/s/ Tom Paterson

/s/ Donn Hyster

/s/ Giles Brown, Jr.

/s/ Anthony Camera

/s/ William Moore

/s/ Ralph Cole, OLDC

MANAGEMENT

/s/ Scott Burrer, Chairman

/s/ Brian McCue

/s/ Jason Burrer

/s/ Mark Laskey, CEA

