

**AGREEMENT
OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
BUILDING AND CONSTRUCTION
LABORERS' UNION
LOCAL No. 310**

AND

**THE CONSTRUCTION EMPLOYERS
ASSOCIATION**

WHEREAS, the parties hereto desire to stabilize employment in the building industry and agree upon wage rates and conditions of employment and do away with strikes, boycotts, lockouts and stoppage of work.

THEREFORE, the Employer and Union sign this Agreement as the authorized agents of such membership in respect to all the matters set forth in this Agreement, and the provisions of this Agreement shall be binding upon both parties on Building Construction work in Cuyahoga and Geauga Counties, Ohio.

WITNESSETH:

THIS AGREEMENT made and entered into this First Day of May, 2015, by the Association of Contractors who sign this Agreement, the Construction Employers Association, any other Contractor, or Person, Firm, Corporation, Partnership, Company, Broker, or Owner acting as General Contractor, and each member thereof, who has assigned to it their bargaining rights, Subcontractor or Agent thereof and any other Contractor's Association, who become signatory to this Agreement (hereinafter called the "Employer"), with Laborers' Local Union No. 310 of Cleveland, Ohio (hereinafter called the "Union").

ARTICLE I
PARTIES, RECOGNITION, JURISDICTION
AND SECURITY

Section 1. The term “Employer” shall be construed to include The Construction Employers Association, any General Contractor, or any Person, Firm, Corporation, Partnership, Company, Broker or Owner acting as General Contractor and each member thereof, who has assigned to it their bargaining rights, Subcontractor or Agent thereof and each Mason Contractor, Cement Contractor, General Contractor, who becomes signatory to this Agreement. The term “Union” shall be construed to include Building Construction Laborers’ Local No. 310 of Cleveland, Ohio, its Officers, Agents and Members.

Section 2. It is a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the eighth day following the beginning of such employment, become and remain members in good standing in the Union. During this probation period, the prevailing wage rate and fringes must be paid.

Section 3. The parties jointly agree to encourage the use and introduction of any tools, equipment or methods as used by the laborers which promote and encourage good work practices and production. In doing so, the parties further agree that there will be no piecework or limitations upon the amount of work that any employee shall perform during any working day, nor shall they place any restrictions against the use of any machinery, tools, or methods, nor against any materials, raw or manufactured, except prison-made materials. Whenever tools, equipment and machinery are introduced to perform work within the laborers’ jurisdiction, the operation and maintenance of said tools, equipment or machinery shall be assigned to employees covered by this Agreement.

Section 4. This Agreement shall bind all subcontractors while working on the job site for an Employer upon whom this Agreement is binding. Any Employer who sublets any of his work must do so subject to all the terms and conditions of this Agreement. A breach of this provision by an Employer with regard to the subletting of his work on the job site shall after notice to the Employer of such breach, constitute the right for employees to withhold their labor only on the job that the breach occurs until the breach is remedied. Each Employer agrees to withhold from any sums due from the Employer to any subcontractor for any particular job the amount of any contributions due from said subcontractor to any of the Fringe Benefit Funds provided for herein, provided that written notice of the approximate amount due is sent by the Administrator of the Fringe Benefit Fund by registered mail, return receipt requested, to the office of the Employer from which the subcontractor is regularly paid, and further provided that when said notice is received by the Employer there are amounts still owing to the subcontractor by the

Employer. There shall be no site specific agreements, except to the extent to satisfy disadvantaged business and diversity requirements of the owner. The DBE's shall be certified by any governmental body within the jurisdiction of this agreement.

Section 5. If an Employer is continually delinquent in payment of deductions and contributions or fails to pay the negotiated wage scales, he is in violation of this Agreement. This violation is just cause of the Union to withhold the services of its members.

Section 6. The Employer will make every effort to obtain men from the Local Union. Upon request, the Union will undertake to furnish the Employer with men to perform the work coming within the jurisdiction of the Union and covered by the terms of this Agreement, provided that the employment of these men is in accordance with the terms and conditions of this Agreement.

If requested by or on behalf of an Owner, with the request made in writing and supported by a copy of the legislation, ordinance or other official document setting goals for workforce participation on a project, the Union will refer local residents, minorities and females in proportion to the goals established for the project provided that all categories of employees and crafts working for the Employer at the project equitably participate in efforts to achieve goals.

Section 7. The Employer herewith recognizes the Union as the sole, exclusive bargaining agency for all employees of the Employer in the following classifications or any other classifications of work over which the Union has jurisdiction.

LOCAL NO. 310 JURISDICTION

The following paragraphs set-forth the Union's jurisdictional scope of work. Whenever tools, equipment and machinery, or technology are introduced to perform work within the laborers' jurisdiction, the operation and maintenance of said tools, equipment or machinery or technology shall be assigned to employees covered by this Agreement.

Scaffolding: Building of scaffolds and staging for Cement Masons, Brick Masons and Plasterers, including maintenance and removal of same regardless of height.

Excavating and Foundations: Excavating for buildings and all other construction, including airport construction, digging of trenches, pier foundations, holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, caissons, cofferdams, wells, cylinders, dams, dikes, subways, grading, pitman, driving sheeting by maul hand or jackhammer, also the signaling of all work described herein, including direction of traffic and flagmen on the job site. Handling and installation of well points or any other dewatering system. The operation of forklifts, all-terrain forklifts, skid steer loaders, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborer. When a signal man is required on excavation and backfilling when done in the blind, the signaling shall be performed by the laborers.

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 and shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels or shafts. The cutting, drilling and installation of material used for timbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumpcreting or guniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete and material. Installation of well points or any other dewatering system. The operation of forklifts, all-terrain forklifts, skid steer loaders, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborers.

General Excavation and Grading: All clearing of sites, trees, brush and disposal of same, tamping, filling, backfilling, grading and landscaping, and all semi-skilled and unskilled labor work connected herewith. The operation of forklifts, all-terrain forklifts, skid steer loaders, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborers.

General Site Conditions: Installation of temporary/permanent perimeter site fencing, all traffic related barricading systems, preparation for and setting of any interlock systems for retaining/retention walls where mortar is not used and is to be installed in relation to the building project (as defined in the Dispute Resolution between Locals 310 and 860 dated February 29, 2000, a copy of which is available from the Union upon request) shall be the work of the laborers.

Landscaping: Landscaping consists of preparing the soil, grading, backfilling, digging of holes, planting of trees, shrubs, seed, straw, sod and all fertilizing, including the unloading, loading, distributing of all the above items and watering of all seed, sod, trees, shrubs, inclusive. The operation of forklifts, all-terrain forklifts, mini-excavators, skid steer loaders, compact back-hoe loaders and utility tractors and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborers. Also, the installation of all sprinkling and irrigation systems for the sole purpose of landscaping maintenance.

Waterworks, Sewage Disposal Plants, Pumping Station, Reclamation Projects, Incinerator Plants, Power House and Air Pollution Plants, etc.: All work in connection with the above mentioned facilities, such as the pouring of concrete, laying of all sewers, backfilling, grading, digging, tenders and all other semi-skilled labor work not mentioned shall be done by laborers covered under this Agreement. The operation of forklifts, all-terrain forklifts, skid steer loaders, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborer.

Concrete, Bituminous Concrete and Aggregates: Concrete, bituminous concrete and aggregates for walls, foundations, floors or any other construction. Mixing, handling, conveying, grouting, rough grading, pouring in, piling, vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, including operation of motorized wheelbarrows, buggies, forklifts, all-terrain forklifts, compact back-hoe loaders, utility tractors, skid-steer type tract loaders and all or other machines of similar or like characteristics, whether run by gas, diesel or electric power, cutting of nails, wires, wall ties, carrying reinforced rods and mesh, chipping and roughing by hand or any other process, wrecking, stripping, dismantling and handling of concrete forms, pouring, repairing of sidewalks, driveways, filling stations, parking lots, preparing and grading, tamping of earth and excavating of all floors, sidewalks, etc., placing of concrete or aggregates whether poured, pumped, gunited or placed by any other process. The assembly, bracing, propping, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning up of such equipment, parts and/or connections. The aging, curing, other than curing compounds and sprinkling of concrete mortar and other materials applies to walks, floors, ceilings and foundations of buildings and structures. This includes temporary protective covering of all kinds, before or after any concrete pours. The building of runways, ramps, required to convey and place concrete or other aggregates shall be the work of the laborers. The cleaning of tools, machinery, equipment and the mixing of dry shake after the pour shall be the work of the laborers. When conveyors are being used for placing concrete and are being handled by hand sufficient number of laborers will be used. All concrete work as described above, and in addition the hooking on, the unhooking of the bucket, placing, signaling of all concrete and other aggregates shall be the work of the laborers. Bush hammering work for all concrete work; all of the above and any other work in connection with concrete whether semi-skilled or unskilled shall be the work of the laborers. The discharging of all concrete from trucks to hoppers, concrete buckets, pumpers, buggies or any other method used in discharging concrete from trucks shall be the work of the laborers.

Utilities and Pipe Lines: All sewer, gas, water, electric, steam and drainage, excavating, digging, laying of all sewers inside of curb line, backfilling when done by hand, shall be the work of the laborers. Distribution of all materials used on the above work, also concreting and grouting. In no event will any laborers be permitted to work in any depth that is considered hazardous without being properly sheeted, braced and made safe to work. The operation of forklifts, all-terrain forklifts, skid steer loaders, and all or other machines of similar or like characteristics, whether driven by gas, diesel or electric power when used in the performance of the aforementioned jurisdiction shall be the work of the laborers.

Under Pinning, Lagging, Bracing, Propping and Shoring: Under pinning, lagging, bracing, propping and shoring, operation of the air track and wagon-drill, the unloading of all materials, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. Shoring and under pinning of structures; loading, resetting of structures in new locations to include all site clearing, hand excavating for foundation and concrete work. Clean-up and backfilling, landscaping, old and new site. The operation of motorized wheelbarrows, buggies, forklifts, all-terrain forklifts, compact

back-hoe loaders, utility tractors, skid-steer type tract loaders and all or other machines of similar or like characteristics or machines of similar character in the performance of the aforementioned jurisdiction shall be the work of the laborers.

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

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

Mason Tender: Distribution of all materials used by brick masons by any method including distribution by motorized wheelbarrows, power pulleys, walkalong forklift trucks, boom trucks and walkalong cranes, including stand on platform types, forklifts, all-terrain forklifts, skid steer loaders, skid-steer type tract loaders or other machines of similar or like characteristics, whether driven by gas, diesel or electric power, including the hooking on and signaling for the same shall be the work of the mason tender, including brick mortar, tile, blocks and stone. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the laborers. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the laborers. The pouring, puddling and vibrating of all masonry walls, with concrete vermiculite, sand, insulation or any other materials shall be the work of the laborers.

In addition to performing all mason tender work, the laborer shall also be able to assist with the bricklayer saw cutting, scraping, rubbing, grinding and grouting of masonry walls. The assistance in the application of waterproofing and plastering of masonry walls below grade, including tarring or other similar types of waterproofing, whether applied with a roller, brush or sprayed. The assistance in the washing and cleaning of masonry walls by any method or solution, pressure washed or hand including patching and repair if needed during the process. The assistance in the laying or placement of large pieces of masonry such as cap stones, header stones or sills.

Plasterer Tender: Distribution of all materials used by the plasterer, by any method shall be the work of the plasterer tender. When pumped, the assembly, uncoupling, bracing, propping of all connections in parts of or to equipment used in mixing or conveying. Also, operation of equipment used. Tending salamander, cleaning of plaster debris, which includes scraping, sweeping and any necessary washing of floors, walls and windows. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the laborer. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the laborers.

Cement Mason Tender: All distribution of all materials used by a cement mason by any method shall be the work of the cement mason tender, excavating, tamping and finished grading of all driveways, sidewalks, basements, floors, aprons, all concrete work for walls, foundations, floors or any other construction, mixing, handling, conveying,

grouting, rough grading by a rake or shovel, pouring in piling, vibrating, guniting and otherwise applying concrete whether done by hand, forklifts, all-terrain forklifts, walkalong forklift trucks, boom trucks and walkalong cranes, skid steer loaders, skid-steer type tract loaders and all or other machines of similar or like characteristics or machines of similar character, cutting of nails, wires, wall ties, raising reinforced rods, mesh, chipping and roughing by hand or any other process. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the laborers.

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: This tending language was drafted and agreed to in March 2017 after the Parties received notice of the Carpenters' termination of the 16 Point Jurisdictional Agreement of February 14, 2008 and meeting several times with the Carpenters. This language is meant to be consistent with current and past practice while also promoting efficient operations. Consistent with Article X§ 1 if this Agreement, the working rules, by-laws, conditions, practices or customs relating to the assignment of work to laborers and carpenters are recognized as being part hereof as is set forth below.

- A. 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 and cleaning of lumber and pulling of ails; all drilling for anchor bolts and dowels when drilling is done in concrete. The moving, cleaning, oiling and carrying of Concrete Forms to the next point of erection in a stockpile or stockpiles, at the approximate point of installation designated by contractor's representative shall be done by laborers. The stripping of forms that are wrecked or are not to be reused on the same job site shall be done by laborers. Otherwise, the stripping in its entirety of all deck forms, ceco pans or similar type pans, panel forms, plastic, fiberglass or paper forms, plywood decks, beam bottoms, beam sides and column forms shall be done by laborers or by a crew comprised of laborers and carpenters.
- B. The moving, loading or unloading of concrete forms and all other materials used by carpenters and handled by laborers, including all handling, rigging and signaling to a stockpile or stockpiles shall be the work of laborers. Handlines used to raise or lower material or forms to a stockpile shall be performed by laborers, while handlines used to raise or lower forms and material to actual point of installation shall be handled by carpenters. On temporary installations (windbreaks, concrete protection or canopies) the building of the framework shall be done by carpenters tended by laborers. When reduced to material, laborers will complete operation of dismantling and reduce framework to material.
- C. The following unloading work shall be performed by a crew of Carpenters and Laborers assigned by the Contractor in accordance with the respective

numbers of Carpenters and Laborers the Contractor employs on the jobsite unless otherwise specified herein:

1. unloading furniture or seating that arrives on job site knocked down or assembled,
 2. unloading to a stockpile or stockpiles all crated, boxed, cartoned or fully wrapped items that are to be used or installed by Carpenters, including, but not limited to, cabinets, counter tops, fixtures, trim materials, hardware, paneling, molding, doors, door jambs, etc.
 3. uncrating,
 4. Laborers will clean-up debris,
 5. unloading, placing on hoists or elevators, and removal from hoists or elevators of crated, boxed, cartoned or fully wrapped cabinets or counter tops that are to be installed on apartment buildings and cannot be stockpiled on the upper floors, and
 6. unloading of trim materials not crated, boxed, cartoned, or fully wrapped such as cabinets, counter tops, fixtures, hardware, paneling, molding, doors, door jambs, etc.
- D. On drilled, poured in place piling or vibro-floatations of Frankie Systems, that spotting of drilling or other mechanism and alignment of same shall be work of Pile Driver as well as direction of the job. If casing is involved, all welding and burning is the work of Pile Drivers. Removal of water, dirt and debris and pouring of concrete as well as general assistance in handling of casing is work of laborers.
- E. In erection of scaffolding over fourteen feet in height, laborers will excavate if necessary for mud sill. Carpenters will then place mud sill, align and level with hand tools. Laborers will stockpile scaffolding in approximate position when sufficient height is reached to require well wheel or hand line. Carpenter will install well wheel and/or rope. Laborer will then tie on material and carpenter will pull to point of installation, including hand rail, planking, and all material necessary for completion of scaffolding. Ledger boards on final lift of scaffolding will be placed by the laborers, if applied loose; if nailed or secured in any other manner, carpenters will place final ledger boards.
- F. Floor tile and acoustical tile shall be unloaded to a stockpile or stockpiles by laborers if the total job requires more than three man hours of unloading time.
- G. Drywall, cooling tower materials, planking, shoring, framing materials, runways, concrete forms, plywood not used for trims, shall be unloaded to stockpile or stockpiles by laborers.

- H. The operation of forklifts, all-terrain forklifts, walkalong forklift trucks, boom trucks and walkalong cranes, skid steer loaders, skid steer type tract loaders and all or other machines of similar or like characteristics or machines of similar character when used for the purpose of tending the aforementioned craft or in the performance of the aforementioned jurisdiction shall be the work of the laborer.

Any Employer not assigning work in accordance with this Section shall be considered in violation of this Agreement.

Cleaning: Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The operation of forklifts, all-terrain forklifts, skid steer loaders, skid steer type tract loaders and all similar type machinery when used in the performance of the aforementioned jurisdiction shall be the work of the laborer.

General/Final Clean-Up: Prior to the acceptance of the building by the Owner, sweeping, cleaning of fixtures, washdown and wiping of construction facilities, equipment and furnishings. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas. The cleaning of windows whether interior or exterior on all buildings, prior to the acceptance of the building by the Owner shall be the work of the laborers. All of the above work shall apply not only to general contractors but to all sub-contractors whose work comes within this jurisdiction, whether mechanical or otherwise.

Wrecking and Recycling: The wrecking, cutting, burning, dismantling or partial of complete structures such as furnaces, boilers, stoves, gas washers, dust-catchers, stacks, precipitator, power house, slag pit, and etc. All hooking and unhooking, signaling when materials for salvage or scrap are removed by power or all other means.

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

All burning of debris on the job site will be tended by the laborer for the safety of the public. The operation of forklifts, all-terrain forklifts, mini-excavators, skid-steer loaders, skid-steer type tract loaders, walkalong forklift trucks, compact loader backhoes, utility tractors, boom trucks and walkalong cranes and all or other machines of similar or like characteristics or machines of similar character in the performance of the aforementioned jurisdiction shall be the work of the laborers.

Asbestos, Lead and Hazardous Waste Removal: The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials with the laborers jurisdiction shall include the following:

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

The operation of forklifts, all-terrain forklifts, mini-excavators, skid-steer loaders, skid-steer type tract loaders, walkalong forklift trucks, compact loader backhoes, utility tractors, boom trucks and walkalong cranes and all or other machines of similar or like characteristics in the performance of the aforementioned jurisdiction shall be the work of the laborers.

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

Under certain job conditions, a contractor utilizes temporary heating equipment at his option which requires periodic filling or switching of fuel tanks or repositioning of such heating equipment one or more times during an eight-hour period. In this situation, the tending of this equipment shall be performed by the laborers and he shall be paid at the Building and Construction Laborers' Heat Tenders rate of pay.

Residential: Residential construction is herein defined as all work in connection with the construction, alteration or repair of all residential units, such as single family dwellings, duplexes, condominiums, cluster homes, apartments and non-commercial related buildings of four (4) stories and less, including any residential project in which the Federal Government or any of its agencies, or any State Government or political subdivision thereof furnishes by loan, appropriation, guarantee or grant all or any part of the funds used in the construction, reconstruction, improvement, enlargement, alteration, repair, renovation, painting or decorating of such improvements, but excluding hotels, motels, nursing homes and assisted living facilities. The operation of forklifts, all-terrain forklifts, mini-excavators, skid-steer loaders, skid-steer type tract loaders, walkalong forklift trucks, boom trucks and walkalong cranes and all or other machines of similar or like characteristics in the performance of the aforementioned jurisdiction shall be the work of the laborers.

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

ARTICLE II HOURS, OVERTIME, HOLIDAYS

Section 1. Eight (8) hours shall constitute a days work between the hours of eight o'clock (8:00) AM to four-thirty (4:30) PM with one-half (1/2) hour for lunch. The regular lunch hour will be between twelve o'clock (12:00) noon and twelve-thirty (12:30)

PM. This shall be known as the regular working day and shall be time actually employed at work. The employees and/or crews can work flexible starting times between seven o'clock (7:00) AM and nine o'clock (9:00) AM.

For concrete pours only, it is understood that at times the Employer's need for productivity and efficiency on the job will not allow the crew to take their lunch at the regular time. Under such circumstances, the Employer may schedule parts of the crew to take their lunch between 11:30 AM and 1:00 PM. If for any reason this is not possible and the employee is required to work through his lunch hour, he shall be paid time and one-half (1 ½) for same and given a reasonable amount of time to eat his lunch, but at least fifteen (15) minutes to eat his lunch and the Employer will make arrangements so that no laborer will eat his lunch later than one-thirty (1:30) PM.

Section 2. When two (2) shifts are employed, the first shift shall work eight (8) hours from eight o'clock (8:00) AM to four-thirty (4:30) PM. The second shift shall be from four-thirty (4:30) PM to twelve-thirty (12:30) AM and the employees shall receive eight (8) hours pay plus twenty-five cents (\$0.25) per hour. When three (3) shifts are employed, the first shift hours are from eight o'clock (8:00) AM to (4:30) PM. The second shift hours are from four-thirty (4:30) PM to twelve-thirty (12:30) AM. The third shift hours are from twelve-thirty (12:30) AM to eight o'clock (8:00) AM.

- A. When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour.
- B. When there are three (3) shifts worked, the regular work week will be from eight o'clock (8:00) AM Monday morning through eight o'clock (8:00) AM Saturday morning. When the Employer works any other hours or shifts other than the normal eight o'clock (8:00) AM to four-thirty (4:30) PM shift, a job conference shall be held to determine working time, lunch periods and other questions that may arise before he starts his job.
- C. All work performed before the hours of eight o'clock (8:00) AM and after four-thirty (4:30) PM shall be paid for at one and one half time (1 ½) times the regular hourly rate of pay, except when an Employer is working a flexible work day where the hours are established between the hours of seven o'clock (7:00) AM and five-thirty (5:30) PM.
- D. When laborers are tending a craft on shift work, the starting time of the shifts shall be the same as that of the trades the laborers are tending. Shifts shall not overlap. An employee 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.
- E. 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 when the rate shall be double the straight time hourly rate.
- F. A thirty (30) minute unpaid lunch period shall be scheduled at the midpoint of the scheduled work shift.

Section 3. If the employer finds it necessary or it is unreasonable to work a crew in the daytime, namely on work on occupied stores, hotels, office buildings, banks, hospitals, etc., the Employer shall be permitted to work at third shift rates. Eight (8) hours paid for eight (8) hours worked.

- A. All overtime work performed Monday through Friday shall be paid at one and one half (1 ½) times the straight time hourly rate.
- B. Saturday shall be paid at one and one-half (1 ½) times the straight time rate.
- C. Work performed on Sundays and Holidays shall be paid at two (2) times the straight time rate.
- D. Double the straight time rate shall be the maximum compensation for any hour worked.
- E. The Observed Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the six (6) stated holidays fall on a Saturday or Sunday, they shall be observed as the Federal Government observes the holiday. There shall be no work on Labor Day except in special cases of emergency. If an observed holiday, as stated in this agreement, falls during the scheduled work week, four (4) ten hour (10) days may be used as a make-up day at the straight time taxable hourly rate of pay.
- F. Friday midnight until Sunday midnight inclusive are considered Saturday and Sunday work days and shall be paid for at the appropriate overtime rate. When there are three (3) shifts worked, the third (3rd) shift from Friday twelve-thirty (12:30) AM to Saturday eight o'clock (8:00) AM shall be paid for at the regular rate of pay as specified in Article II, Section 2. All work performed beyond the shift hours as specified in Article II, Section 2, shall be paid the appropriate overtime rate of pay.

Section 4. 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.

- A. 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 work week. The Union must be given at least three (3) calendar days notice of changing from one schedule to another which must be maintained for a minimum of one (1) work week. Proposals of less than three (3) days are to be considered with the Business Manager and the Contractor.
- B. In the event of lost time Monday through Thursday, while working the four (4) ten (10) hour days schedule, Friday may be worked as a make-up day at the straight time taxable hourly rate of pay. If an employee is called out on Friday, a minimum of four (4) hours is guaranteed.

Section 5. There shall be no traveling time allowed in connection with employment within the confines of Cuyahoga and Geauga Counties, Ohio, except when men are moved from shop to job, or job to job during working hours.

Section 6. When members are required to work on Saturdays, Sundays or Holidays, the Steward will notify the Union by telephone or facsimile transmission.

ARTICLE III WORKING CONDITIONS

Section 1. All employees shall be paid Friday and no more than three (3) days pay shall be held back from the regular work week, which will be at the end of work Tuesday. Each employee shall be paid in currency or guaranteed payroll check and during regular the regular working hours, and if the job is not worked on payday because of weather or any other unforeseen circumstances, the employee will be paid no later than twelve o'clock (12:00) Noon.

Payroll checks shall have a wage statement attached to each check, and currency shall be in a sealed envelope which shall have a wage statement on its face. Direct Deposit can be utilized by the contractors as an acceptable form of payment, inclusive of previous language in this agreement. The wage statement must include the following items:

1. The Name and Address of the Employer
2. The Name of the Employee.
3. The date the weekly pay period ends.
4. The number of straight time hours worked during the pay period.
5. The number of overtime hours worked.
6. The gross amount of wages.
7. The amount of Income Tax withheld.
8. The amount of Social Security Tax withheld.
9. The net amount of money enclosed.
10. Any other deductions.
11. A statement that the proper credits to the Fringe Benefits Funds as per the Agreement are being paid.

Section 2. An employee discharged from work must be notified by the foreman or a representative of the Employer on the job during working hours and shall receive pay in full at that time. Notification of discharge must be no later than one-half (1/2) hour prior to the end of the regular working day and after the employee has picked up his tools and belongings he shall then leave the job. Employees shall receive not less than a full day's pay for the day of discharge, unless he is discharged for misconduct such as drinking, theft, or failure to comply with Management orders. All employees quitting work on their own accord will be paid on the next regular pay day.

Section 3. When an employee is required to wait beyond quitting time, the employees pay shall continue until payment is made, not to exceed eight (8) hours straight time pay for any twenty four (24) hour period. In exceptional circumstances, when the employee does not receive his pay as required, the employer must ensure that the employee's pay is delivered to the Union Hall no later than 3:00 PM on the day following the layoff, (1:00 PM on Saturdays), with the exception of Sunday and holidays. When the employer fails to abide by this exception, the 8/24 will apply.

Section 4. Any new employee reporting to work at a specified time in response to a request from an Employer and not put to work shall be guaranteed two (2) hours pay if weather permits work to proceed. If weather prohibits work, see Article III, Section 5.

Section 5. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job, he shall be paid twenty dollars (\$20.00) travel expense.

The employee must remain on the job for one (1) hour ready to work in order to qualify. If the laborer is instructed to remain after nine o'clock (9:00) AM or if he starts to work at any time then the twenty dollars (\$20.00) travel expense is waived and the 2-4-6-8 provision shall apply.

Section 6. If the employee starts to work he shall be guaranteed two (2) hours pay. If he works more than two (2) hours he shall be guaranteed four (4) hours pay. If he works for more than four (4) hours he shall be guaranteed six (6) hours pay. If he works for more than six (6) hours he shall be guaranteed eight (8) hours pay. This provision shall only apply to inclement weather, equipment breakdown or for reasons beyond the control of the contractor. In order to qualify for said guarantees the employee shall work unless to do so would create a safety hazard or endanger his health. In any case, he shall remain on the job ready to work for the guarantee period in order to qualify for said guarantees.

A. Masonry Work Only: If the employee starts to work he shall be guaranteed two (2) hours pay. If he works more than two (2) hours he shall be paid to the next full hour. This provision shall only apply to inclement weather, equipment breakdown or for reasons beyond control of the contractor.

B. Employees must sign out and be responsible for tools issued by the Employer.

Section 7. All Employers subject to this Agreement are required to post a "Wage, Fringe Benefit, and Related Accounts Payment Guaranty Bond" according to the following schedule:

1 to 3 employees	\$10,000.00
4 to 10 employees	\$20,000.00
11 to 20 employees	\$40,000.00
21 to 50 employees	\$65,000.00
Every 25 additional employees, the bond increases by \$50,000.00	

The Bond shall be obtained from each Employer by the Union before any employees are put to work for that Employer. If the Employer is unable to obtain such a bond, they must post a cash sum not less than \$5,000.00 or in an amount to be determined by the Union and they must agree the Fringe Benefits, as described in Article VII, will be paid on the same day when wages are paid to the employees. The original bond shall be kept with the records of the Union and a copy of each such bond shall be promptly delivered by the Union to the offices of the Construction Employers Association. Notice of cancellation of any such bond shall be given promptly to the Union, and then by the Union to the Construction Employers Association. All bonds furnished hereunder shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in substantially the form as prescribed by trustees of the Fringe Benefit Funds.

The Administrator of the Fund shall notify the Association and the Union of any contractor paying on a weekly basis who becomes delinquent, and if said delinquency is not cured within five (5) additional working days, shall notify the Union with a copy to the Association that all working men should be withdrawn.

Any employer without a proper bond on file shall be given thirty (30) calendar days to remit said bond to the Union office and Association. If an Employer has fails to post bond timely, fails to post the required cash bond and/or fails to make weekly payments of wages and fringe benefits, the Union may remove Laborers from the employ of such delinquent Employer and such removal shall not be considered as a violation of this Agreement. In addition, employer will be subject to the following Assignment and Joint Check Agreement for Payment of Fringe Benefit Contributions ("Joint Check Agreement") as follows:

- i. Employer acknowledges that it is obligated to pay contributions to the Funds under Article VII of this Agreement and the trust agreements of the Fund.
- ii. Employer acknowledges that it has performed and/or will perform work covered by this collective bargaining agreement. Employer also acknowledges and agrees that the Funds may proceed, or have already proceeded, to enforce their rights to collect any and all contributions owed by Employer in one or more legal proceedings.
- iii. For the value received, Employer hereby unconditionally and irrevocably assigns and transfers to the Funds all of Employer's rights, title, and interest, whether legal or beneficial, in any amounts now or hereafter payable to Employer by Owner(s), Prime Contractor(s), General Contractor(s), or other Contractors to the Funds until any and all contributions and monies owed by employer to the Funds are paid in full.
- iv. Employer fully warrants that it has full rights and authority to enter into this joint Check Agreement. This assignment shall be binding upon and insure the benefit of the parties and their successors and assigns. Employer will sign any documents or agreements necessary to give effect to this Joint Check Agreement.
- v. Under this Joint Check Agreement, the Employer and Union agree that all retainage and other monies due to the Funds shall be made payable to the order of Local 310 Fringe Benefit Funds, Inc. to satisfy contributions owed by Employer. Before issuing any check(s) pursuant to this Joint Check Agreement, owner(s), prime Contractors, General Contractor(s) or other Contractors may contact the following to determine the amount of the contributions, if any, owed by Employer:

Administrative Manager
Local 310 Fringe Benefit Funds, Inc.
3250 Euclid Ave.
Cleveland, OH 44115
(216) 431-8660

- vi. Employer acknowledges that monies payable to it by Owner(s) or General Contractor(s) and assigned and transferred to the Funds pursuant to this Joint Check Agreement are the sole property of the Funds and are not property of Employer, and Employer's receipt of any such payments shall be held in trust for the benefit of the Funds.

Section 8. The Employer, Developer or Owner will not in any way act as the agent for the Union.

Section 9. The Employer must notify the Union five (5) days prior to starting work. It is agreed that upon request of either party, a pre-job conference must be held at least five (5) days prior to commencing work to discuss any conditions which either party considers beneficial for that job. A special consideration can be given by the Business Manager for the need to hire a "key man". It is further agreed that the contractor may request and hold a pre-job conference with the union on an individual basis to achieve the intent of this Agreement. At any time during the progress of the job, the contractor or union can call for a meeting to discuss manning requirements, starting and quitting times as in Article II, of the current Agreement, and other work that may develop including the general/final cleanup. In all cases, the owner shall be invited to attend these meetings.

"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 twelve (12) 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 general conditions. A meeting can be called at CEA with the Contractor, Union and Association representatives if special consideration was not given.

Section 10. The Laborer Foreman shall be selected by the Employer. On request by the Employer the Union will refer an individual capable of performing the duties of a Laborer Foreman, but the designation of the individual as a Foreman shall be made by the Employer and the Employer is free to reject any individual referred by the Union to hold the position of Laborer Foreman.

- A. In any event, the Laborer appointed Foreman must have continuously been working in the new jurisdiction of Local No. 310 for the minimum period of twelve (12) months.
- B. When there are three (3) Laborers on the job, one (1) shall be working Laborer Foreman, when there are eight (8) Laborers on the job, the Foreman shall then be classified as General Foreman, and shall retain that position for the duration of the job.

Section 11. On jobs employing six (6) or more Laborers, preference in employment may be given to the Laborer who is fifty (50) years of age or over.

Section 12. When an employee is called in to work overtime on Saturday, Sunday or Holidays, or when he is called back during the week after he has gone home, he shall be allowed at least two and one half (2 ½) hours of work.

Section 13. The Employer shall provide a shanty where employees may dress, keep their clothes, and eat their lunches. Said shanty or shelter house shall be heated no later than October 1st, kept clean and made comfortable at all times. When rainwear and other unusual clothing are needed, contractor will furnish one (1) set of such equipment. Personal items such as hard hat helmet webbing shall be new when issued. Employees shall be responsible for the cost of any furnished equipment not returned to the Employer. Palatable drinking water will be furnished by each Employer and in warm weather, employer shall supply ice. The Laborers shanty shall not be used for tool rooms or material sheds. The shanty may be shared with other trades if eight (8) Laborers or less are employed. The Employer shall furnish a suitable and sanitary toilet or toilets, properly secluded, on all work and in compliance with OSHA standards.

If the Union believes that the above described facilities are not being maintained, it shall provide a written notice to the employer listing the deficiencies with a copy of the notice to CEA. If the deficiencies are not remedied, a two (2) person Board or Arbitrators consisting of the Business Agent and the Executive Director or their designees, shall immediately visit the site and determine whether deficiencies exist and may order the withholding of services until all deficiencies are remedied. The decision will be final and binding. If the two (2) person Board deadlocks, a mutually agreed upon third (3rd) member shall immediately visit the site and make a final and binding determination, including the withholding of services until identified deficiencies are remedied.

Section 14. The Employer agrees at all times to comply with all State and Federal laws and statutes pertaining to Worker's Compensation laws of Ohio, Unemployment Insurance, Withholding Tax and other Social Security Acts. The Employer agrees to comply with all Municipal, State and Federal safety codes.

Section 15. 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 One Hundred Dollars (\$100.00) covering each individual's loss. Proof of loss is required.

Section 16. Stewards:

- A.** At the discretion of the Business Manager, a Steward will be sent to all jobs when the job first starts. It shall be the responsibility of those listed for the placement of the Steward. Any person, Construction Manager, Prime Contractor, General Contractor, Brokerage Firm, Corporation or Company that employs Laborers directly or indirectly must accept the Steward sent out by the Business Manager, and he or his Field Representatives may visit and consult with the Steward and members on the job.
- B.** When there is a General Contractor or Prime Contractor, the employment of the Steward shall be their responsibility with the approval of the Business Manager.
- C.** The Construction Manager, General or Prime Contractor must employ the Steward or see that he is employed when there are multiple contractors on the job site.
- D.** The Steward shall not be transferred from job to job, nor laid off without first notifying the Union.

- E.** When an employee is injured in the shop or on the job, the Steward shall take charge of the employee and see that he is given first aid in the Employer's office and if seriously injured, taken to the hospital or to his home. The Steward shall make a complete report of the accident to the Employer and the Union. A Steward shall suffer no loss of time and be paid for his time while giving first aid to an injured workman and taking care of his tools and clothing, or taking him home. The injured employee, sent home or hospitalized by his doctor, will be paid a day's pay for the day of injury.
- F.** The Steward shall not be discriminated against, nor laid off for performance of his duty as a Steward, but he shall also perform the duties as a Laborer.
- G.** The job Steward will be given time to check the job for compliance with the Agreement.
- H.** The steward shall be the last employee to be discharged when the job has been completed with the exception of one (1) Foreman. The Steward shall be the last employee laid off during a temporary work shortage and shall be the first employee called back when work resumes, with the exception of one (1) Foreman. The Steward shall not be transferred from a job while employees remain on the job.
- I.** It shall be the duty of every member to show his check stub or check in payment of wages when requested to do so by the Business Manager, Field Representative or Steward. The purpose of this check is to ascertain if the proper wage scale is being paid by the Employer and if the proper deductions and contributions are being made for the employee's account.
- J.** The Employer and the Steward shall cooperate in all matters covered by the Agreement.
- K.** The Steward shall be on the job on all days when Laborers work is being performed and will be notified of all overtime work.
- L.** All grievances must be reported to the Union office as soon as possible. If members fail to report grievances to the Steward, Field Representative or Business Manager within two (2) weeks, the grievance shall be deemed waived and abandoned.

Section 17. The Employer shall at a time convenient to the company, grant to employees a coffee break not to exceed five (5) minutes in the morning.

Section 18. Employees shall be paid actual parking expenses incurred, up to six dollars (\$6.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt.

ARTICLE IV PICKET LINES

The Employer agrees that its employees will not be required under penalty of discharge or discipline of any kind to walk through or cross, in any manner, a properly authorized picket line singly or in concert, and any refusal to cross a picket line singly or in concert shall not constitute a breach of this Agreement.

ARTICLE V

The parties hereto recognize that the temporary employment during the summer months of high school and college students is desirable, but should not reach proportions that will be of disadvantage to individuals who are permanently employed in the industry and rely upon it exclusively for their support and maintenance. It is agreed that no high school or college student will be employed on any construction project if to do so would deprive a regular full-time employee of his livelihood. In order to avoid conflict, it is agreed that before hiring a student, the subject of his employment will be approved by the Business Manager of the Union.

ARTICLE VI RATES OF PAY

Section 1. The following rates of pay and classifications of work shall be in effect commencing May 1, 2019, with a \$1.25 increase, a \$1.25 increase due May 1, 2020, a \$1.20 increase due May 1, 2021 and a \$1.20 due May 1, 2022. For the remainder of this contract any additional wage allocation of “Wage Increase to Fringe Benefit Program” will be reviewed and approved by CEA and signatory contractors and published annually in the Building Laborers’ Local No. 310 “Scale of Wages”.

<u>WORK CLASSIFICATIONS</u>	<u>PER HOUR</u>
	2019
Building & Construction Laborers & Tenders	25.04
Asbestos Removal-Hazardous Materials	25.04
Unloading Furniture & Fixtures	25.04
Guniting Operating, machines of all type	25.52
Blasters, Shooters, Caisson, Well Cylinder, Cofferdams, Mine Workers – without air	25.54
Laborers’ on Swinging Scaffolds	25.29
Air Track & Wagon Drills	25.29
Drywall Stocking and Handling (Job Site Deliveries)	21.94
General/Final Clean-Up (Entire shift, excludes demo)	21.59
Residential Work 18.24	
Maintenance Landscaping (Grass cutting only)	14.94
General Landscaping (Construction Sites)	19.44
Sewer Jet	19.89
Heat Tenders	15.89
Acid Brick Tenders	25.54
Top Man on Free Standing Radial Stack	25.69
Foreman	1.25
Per hour above highest Laborers Classification on job	
General Foreman	1.75
Per hour above highest Laborers Classification on job	

Plus Health & Welfare for every hour paid	5.12
Plus Pension for every hour paid	9.70
Plus Annuity for every hour paid	2.60
Plus Supplemental Unemployment Benefit (SUB)	
for every hour paid	.45
Plus Training and Upgrading for every hour paid	.10
Plus CISP for every hour paid	.16
*Health and welfare only	

APPRENTICESHIP PROGRAM

The parties recognize the need to develop and maintain a high standard of workmanship in the industry and agree to the establishment of a Joint Apprenticeship and Training Committee (JATC).

The JATC will operate the Apprenticeship Program in accordance with the Standards of Apprenticeship of the Ohio Laborers' Training & Upgrading Trust Fund and an affirmative action pursuant to U.S. Executive Order 11246. These standards are in conformity with Ohio Revised Code 411.25-30 and Federal Labor Standards, Title 29 CFR29 and 29 CFR30 which govern employment and training in apprenticeable occupations.

The JATC will consist of three (3) members of Laborers' Local No. 310 and three (3) members of the CEA. These standards will apply to all signatory employers. An apprentice means "a person who has been accepted into the program and has signed a written apprenticeship agreement with the JATC". The ratio will be one (1) apprentice to three (3) Construction Craft Laborers.

APPRENTICE WAGE PROGRESSION

FIRST PERIOD 1-1,000 HOURS, 144 CLASSROOM HOURS

Apprentices accepted into Program before May 1, 2015 will receive 60% of Construction Craft Laborer rate plus full fringe benefits
Apprentices accepted into Program after May 1, 2015 will receive 60% of Construction Craft Laborer rate plus H&W, Sub Pay, Training & Upgrading, Annuity and CISP. No Pension Contribution.

SECOND PERIOD 1,001-2,000 HOURS, 144 CLASSROOM HOURS

Apprentices accepted into Program before May 1, 2015 will receive 70% of Construction Craft Laborer rate plus full fringe benefits
Apprentices accepted into Program after May 1, 2015 will receive 70% of Construction Craft Laborer rate plus H&W, Sub Pay, Training & Upgrading, Annuity and CISP, 50% of the Pension Contribution

THIRD PERIOD 2,001-3,000 HOURS, 148 CLASSROOM HOURS

80% of Construction Craft Laborer rate plus full fringe benefits

FOURTH PERIOD 3,001 – 4,000 HOURS

90% of Construction Craft Laborer rate plus full fringe benefits

*Subject to modification by the JATC. Any such modification shall be noted in Laborers' Local No. 310's Wage Sheet which shall be provided to contractors and CEA at least thirty (30) days prior to the effective date of the modification.

DEDUCTIONS MADE AFTER TAXES

The Employer will deduct the following from the taxable hourly rate after taxes. The Employers will combine the contributions to the Welfare Fund, Pension Fund, Annuity Fund, Supplemental Unemployment Fund, Training and Upgrading Fund, CISP and the deductions for Working Dues Assessment, Scholarship Fund, Regional Organizing Fund (DEROC), Ohio Laborers' District Council, Laborers-Employers Cooperation Trust (LECET), and the LiUNA PAC Fund which shall be forwarded to the Local 310 Fringe Benefits Funds, Inc.

APPENDIX A FIREBRICK TENDERS AND REFRACTORIES

<u>WORK CLASSIFICATIONS</u>	<u>PER HOUR</u>
	2019
Firebrick Tenders (On Blast Furnaces, Soaking Pits, Stoves, Stacks, etc.)	25.19
Mason Tender Handling Carbon Block and Bottom Block for Blast Furnace Stoves, Stacks, etc.	25.43
Lansing Burners	26.54
Bellman and Bottom Man in Blast Furnace & Stove	25.69
Foreman – Fire Brick	1.50
Per hour above highest Laborer classification on job	
General Foreman – Fire Brick	2.50
Per hour above highest Laborer classification on job	

Plus all Fringe Benefits included in Rates of Pay

- A. When Bellmen and Bottom Men are used in Blast Furnace and Stoves, they shall be classified as leadmen.
- B. The Guniting of all refractories by any type of machine shall be the work of the laborers.
- C. On all jobs of firebrick laying or firebrick demolition when a twelve (12) hour shift is worked, the employee shall receive an additional thirty (30) minute lunch period which shall be allowed and paid at the expense of the Employer. This lunch period shall be taken immediately after the normal shift hours have been worked, unless other arrangements are made.

SWINGING SCAFFOLD

Swinging Scaffolding shall be no greater than forty-two (42) inches in width and be suspended by one rope or metal cable from each support.

ARTICLE VII FRINGE BENEFIT FUNDS

Section 1. Participation in the Fringe Benefit Funds: Each Employer agrees that it is subject to the provisions of the Agreements and Declarations of Trust of the Laborers' Local No. 310 Pension Fund, established March 30, 1966, Welfare Fund established March 30, 1966, and SUB Fund established May 3, 1973, Training and Upgrading Fund established May 1, 1993, Annuity Fund established May 1, 1995 and of the Construction Industry Service Program (C.I.S.P.) described in Article IX hereof (collectively, the "Fringe Benefit Funds"). It is a condition of this Agreement that the Fringe Benefit Funds will continue in effect until expressly terminated in accordance with the methods provided in each Agreement and Declaration of Trust establishing said Funds. Each Agreement and Declaration of Trust is adopted and approved by the parties to this Agreement.

For the remainder of this contract any additional wage allocation of "Wage Increase to Fringe Benefit Program" will be reviewed and approved by CEA and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".

Should the actuary of the Laborers' Local #310 Pension Plan certify the Plan as other than critical status pursuant to the Pension Protection Act, future benefit contributions shall be paid on an hours-worked basis beginning May 1st.

Section 2. Pension Fund Contributions: Effective May 1, 2015 through April 30, 2016, the Employer shall contribute to the Pension fund the sum of Nine Dollars and Seventy Cents (\$9.70) per hour per employee for all hours paid.

Section 3. Annuity Fund Contributions: Effective May 1, 2015 through April 30, 2016, the Employer shall contribute to the Annuity Fund the sum of Two Dollars and sixty Cents (\$2.60) per hour per employee for all hours paid.

Section 4. Welfare Fund Contributions: Effective May 1, 2015 through April 30, 2016, the Employer shall contribute to the Welfare Fund the sum of Five Dollars and Twelve Cents (\$5.12) per hour per employee for all hours paid.

Section 5. Supplemental Unemployment Benefit (SUB) Fund Contributions: Effective May 1, 2015 through April 30, 2016, the employer shall contribute to the SUB Fund the sum of Forty-five Cents (\$0.45) per hour per employee for all hours paid.

Section 6. Training and Upgrading Contribution: Effective May 1, 2015 through April 15, 2016, the Employer shall contribute to the Training and Upgrading Fund the sum of Ten Cents (\$0.10) per hour per employee for all hours paid.

Section 7. Working Dues and Building Assessment: It is further a condition of this Agreement that the Working Dues and Building Assessment established pursuant to an Amendment to Agreement dated March 26, 1969, will continue in effect until expressly terminated. Effective May 1, 2015 through April 30, 2016, the Employer shall deduct Ninety-Seven Cents* (\$0.97) per hour paid from the hourly gross wages paid to employees for Working Dues of which Ten Cents (\$0.10) per hour per employee will go to the Building Fund Assessment from all hours paid. *(Based on 2.25% of the total package of \$43.17 per hour.)

Section 8. Scholarship Fund: Effective May 1, 2015 through April 30, 2016, the Employer shall deduct from wages paid to Employees and contribute to the Scholarship Fund the sum of Five Cents (\$0.05) per hour per employee for all hours paid.

It is the intent of the Union concurred in by the Employer, indicated by the execution of this Agreement, that the Working Dues and Building Assessment shall continue for the purposes intended with a minimum of inconvenience to the Employer, and the reports presently used or as may be amended hereafter covering contributions to the Pension, Annuity, Welfare, SUB, Training and Upgrading Funds will make appropriate provisions for reporting the deductions from wages for the Working Dues and Building Assessment and Scholarship Fund.

The voluntary individual wage deduction authorizations shall be recognized by each Employer as the authorization to continue deductions from the hourly wage rate of each employee covered by the terms of this Agreement, and new employees or those individuals who have not prior to employment executed such authorization, shall do so.

Section 9. LiUNA PAC: Employees may voluntarily contribute, by payroll deduction, to the Laborers' International Union of North America PAC ("LiUNA PAC"). The Contractor shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The Contractor shall remit contributions of each employee to the Local 310 Fringe Benefits Fund the 15th of the month following the month for which contributions were deducted, to the Local 310 Fringe Benefit Funds Inc., P.O. Box 91127, Cleveland, OH 44101-3127, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. If the Contractor elects to submit a separate check for contributions, then it shall issue a check for the amount of the contributions made payable to Laborers' International Union of North America PAC. The Union agrees to defray costs sufficient only to reimburse the Contractor incurred by the Contractor in making payroll deductions for contributions.

Section 10. 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 wage increase is to be effective. Such notice to the Construction Employers Association shall be deemed sufficient notice.

For any agreed upon wage increase, the funding needs as determined by the Actuary and Board of Trustees of the Fringe Benefit Funds defined in Article VII will be allocated first, with the balance of any wage increase to be allocated by the Union.

Should the Trustees of Laborers' Local #310 Pension Plan call for a reduction in the amount of hourly supplemental, non-accruing contributions, either party may call a bargaining meeting to negotiate the proper reallocation of such contributions. Should the parties fail to agree on the proper reallocation of such contributions within 30 days of said bargaining meeting, either party may refer the matter to arbitration in the American Arbitration Association and the appointed arbitrator shall be authorized to determine the allocation.

Section 11. Contributions and Delinquencies: Contributions to the Fringe Benefit Funds, in the amount fixed by this Agreement, are due on the 15th day of the month following the month in which the hours are worked. The failure of an Employer to pay the contributions, payroll deductions or other monies required hereunder promptly when due shall be a violation of this Agreement as well as a violation of said Employer's obligations under the Agreements and Declarations of Trust. Nonpayment by an Employer of any contributions, payroll deductions or other monies when due shall not relieve any other Employer of his obligation to make such payments when due. Any Employer who is required to make weekly payments as herein provided shall send his payments on a weekly basis.

If the payments and monthly report are not received by the 20th day of the month following the month in which the hours are worked, the Employer will be considered delinquent in making the required contributions. If the payments and monthly report are not received by the last day of the month following the month in which the hours were worked, the delinquent Employer will be subject to and agrees to pay a delinquency assessment of ten percent (10%) of the amount due plus one percent (1%) for each month the Employer remains delinquent, to cover the additional cost and expense of administration during the period of delinquency.

Whenever any Employer is delinquent, the Union may either (a) require such Employer to post a larger bond (reasonably calculated to provide for the wages and fringe benefit contributions and deductions called for by this Agreement, based on the number of employees and hours of work for the Employer) or (b) require the Employer to pay its contributions and deductions payable by the terms of this Agreement under the provisions of any of the Agreements and Declarations of Trust of the Fringe Benefit Funds either in cash or by cashier's check, certified check or money order on a weekly basis.

Whenever an Employer is delinquent, the representative of the Union, may with the approval of the Union, withdraw employees from the employment of the Employer without said withdrawal being considered a breach of any of the provisions of this Agreement.

Section 12. Audits: Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Fringe Benefit Funds. The audit or examination shall be performed by the Fringe Benefit Funds, Administrator or payroll auditor or by their agents. If as a result of said audit or examination a substantial deficiency or deliberate error in payments to the Fringe Benefit Funds is discovered, any cost to the Funds in performing the audit or examination will be the Employer's responsibility, and said cost shall be collectable as any other amount due from the Employer to the Funds.

Section 13. Rights and Powers of Trustees: The respective Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the Fringe Benefit Funds shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust, and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for, and obligated to pay, the delinquency assessments provided for herein, reasonable interest, all court cost, attorney's fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate.

Section 14. The Board of Trustees of the Pension, Annuity, Welfare and SUB Funds shall, for convenience of administration, be the same individuals.

Section 15. The provisions of this Article shall cover all Employer members of the Construction Employers Association, who have assigned to it their bargaining rights, all other Employers who hereafter become signatory to this Agreement and the members of any other association of Employers who by agreement are obligated to make contributions to the Fringe Benefit Funds.

Section 16. An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the employee goes on or off temporary total compensation. The Employer shall not pay any Fringe Benefit contributions on the salary continuation/wage payments, other than Health and Welfare Plan contributions.

At the inception of salary continuation, the Employer and employee shall execute the Bureau of Workers Compensation's salary continuation agreement detailing a minimum period for salary continuation and that forty hours times the contractual straight time rate and the Health and Welfare Fund contributions shall constitute full salary/wages. Thereafter, the Employer or employees may terminate salary continuation/wages and return to temporary total compensation upon one week written notice to the other.

Section 17. Subsistence pay, out-of-jurisdiction travel pay and bonuses are not subject to Fringe Benefits. They must be paid in a separate check. Any Employer who disguises

contractual payments, i.e., overtime or wages, as subsistence pay, travel pay or bonuses shall be required to make the required contractual payments to the employee and Funds and shall additionally be subject to the payment of an equal amount as a penalty as the Arbitration Board or court may order.

ARTICLE VIII GRIEVANCE AND ARBITRATION

Section 1. Each of the parties agree that during the life of this Agreement, they will not engage in any Strike, Lockouts or stoppage of work affecting the other party.

Section 2. Whenever any difference or dispute shall arise as to the interpretation or application of the terms of the Agreement, except jurisdictional disputes between the Union and any other Union, separate provision for which is covered under Article VIII such dispute or difference shall be resolved in the following manner:

1. In conference between the Business Agent and the designated representative of the Contractor.
2. In the event the dispute cannot be so resolved within twenty-four (24) hours, it shall then be referred to conference between designated officers of the Union, the Construction Employers Association and the Employer, as defined by Section 1 of Article 1.
3. Pending the conclusion of the arbitration there shall be no stoppage of work. Should work be stopped by either party the officers of each party agree to carry out any decision of findings so made.
4. 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) to be selected by the Construction Employers Association, two (2) to be selected by the Union, and the fifth (5th) to be chosen by the four (4) so selected. Upon failure to so select a fifth (5th) 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.

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

JURISDICTIONAL DISPUTES

Section 1. When a jurisdictional dispute arises or the Employer anticipates that a jurisdictional dispute may arise between the Union and another trade or craft on the job site, he shall notify immediately each Union affected by the dispute. Within forty-eight (48) hours after receipt of notice from the Employer, the Union shall appoint a representative and the representatives appointed by the other Union affected by the dispute shall confer with the Employer and attempt to resolve and settle the issues. If the dispute is not adjusted within twenty-four (24) hours after the meeting with the

Employer, any party shall have the right to invoke arbitration by reference to an impartial arbitrator selected by agreement of all the parties. The parties shall have forty-eight (48) hours in which to agree upon an impartial arbitrator, failing which the Union together with the Employer and representative of the other Union involved shall request the American Arbitration Association to appoint an arbitrator to hear and determine the dispute. The decision of the arbitrator shall be final and binding upon all parties.

Section 2. In order that there shall be no stoppage of work all affected parties shall attempt agreement upon a temporary work assignment within twenty-four (24) hours after receipt of notice from the Employer that a dispute exists. If within this period the parties are unable to agree upon a temporary work assignment the Employer shall have the right to make an assignment of the work after considering the respective contentions of the Unions involved, applicable decisions and agreements of record and area practices. This assignment shall continue without alteration unless changed by agreement of all parties or by the arbitrator.

Section 3. If any Union fails to join in the request for arbitration, the Employer together with the representative of the other consenting Union shall request the American Arbitration Association, to appoint an arbitrator. The failure to join in the request shall constitute a waiver of non-consenting Union's right to challenge the arbitrator's appointment, his jurisdiction and the determination reached. The non-consenting Union shall, however, have the right to appear and present evidence at the hearing and the arbitrator is not precluded from deciding the dispute in its favor based upon the evidence presented.

ARTICLE IX

~~Upon written notice sixty (60) days prior to the anniversary date, this contract may be reopened to adjust the existing contributions and/or deductions.~~

ARTICLE IX CONSTRUCTION INDUSTRY SERVICE PROGRAM

Employers subject to the terms of this Agreement who employ Laborers and apprentices within the jurisdiction of Laborers' International Union of North America, Building and Construction Laborers' Local Union No. 310 of Cleveland, Ohio, shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. A Declaration of Trust shall be prepared by the Construction Employers Association and copies 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 the current sixteen cents (\$0.16) for each single time hour paid by the Employer to each journeyman or other employee within the bargaining unit; and shall pay the appropriate overtime rate for each overtime hour paid to each such employee by

the Employer, the amount shall increase automatically to reflect an amount equal to .36% of the total hourly package for wages and fringe benefits (rounded up or down to the nearest penny). CEA will notify Local #310 of the CISP amount and calculation for each year of the contract. The Contribution per hour paid will be as follows: May 1, 2019 \$0.17, May 1, 2020 \$0.18, May 1, 2021 \$0.18, May 1, 2022 \$0.18.

3. The purpose of the Trust shall be to promote the common good of the Construction Industry in the Greater Cleveland area by providing financial support for various activities such as:
 - A. Payment of management's cost in connection with the joint apprenticeship programs in Construction Industry.
 - B. 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.
 - C. Payment of expenses for the improvement of safety practices in the Construction Industry in the Greater Cleveland area.
 - D. Payment of management's expenses in connection with the administration of activities jointly administered with Unions in the Construction Industry in the Greater Cleveland area.
 - E. Payment of expenses in connection with the establishment of a public relations program for the benefit of the Construction Industry in the Greater Cleveland area.
 - F. Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the Construction Industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.
 - G. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.
 - H. Any Employer who does not pay Construction Industry Service Program (CISP) contributions when performing work under the General President's Agreement or National Maintenance Agreements shall contribute a like amount to the Ohio Laborers' Training & Upgrading Trust Fund for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

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 contractors 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 instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

ARTICLE X GENERAL PROVISIONS

Section 1. It is expressly understood that working rules, by-laws, conditions, practices or customs, unless the same are specifically mentioned in this Agreement, shall be interpreted as being part hereof.

Section 2. Should any working rule herein contained conflict in any manner with any article in the contract, then the article shall prevail.

Section 3. It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which employees represented by the Union shall perform work for the Employer in Cuyahoga and Geauga Counties.

Section 4. Construction work not covered by this Agreement shall be governed by the wages and working conditions contained in agreements which the Union has with the Employers in such other divisions of the Construction Industry. This shall not apply to jobs of one day's duration or less.

Section 5. If an Employer is continually delinquent in payment of deductions and contributions or fails to pay the negotiated wage scales he is in violation of this Agreement. This violation is just cause for the Union to withhold the services of its members.

ARTICLE XI SAFETY AND TRAINING EDUCATION

The Company and Union agree on the importance of a safe workplace and the value of periodic safety meetings and training that includes safety related topics.

Safety meetings will not be held during established lunch or coffee breaks.

In accordance with OSHA Safety & Health Standards (29 CFR 1926-1910) requiring safety training and education. Laborers' Local No. 310 shall provide each Union member the 10 Hour OSHA Outreach Program Safety Training certified by the US Department of Labor in its Training & Upgrading Program.

ARTICLE XII FAVORED NATIONS CLAUSE

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of 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 market

retention agreement shall automatically be extended to all Employers signatory to this Agreement. Special projects or classes of work shall be excluded from operation of this provision.

ARTICLE XIII MARKET RETENTION

For the purpose of preserving markets traditionally served by the construction industry, a Market Retention Program exists. For complete information on this program, contact the Business Manager or one of his representatives or the Construction Employers Association.

ARTICLE XIV

In the interest of public economy, and at the discretion of the Employer or Foreman, all small tasks covered by this Agreement shall be done by mechanics, or Laborers of other trades, if mechanics or Laborers of this trade are not on the building or job site, but same are not able to be of longer duration than one-half (1/2) hour in any one day.

ARTICLE XV DURATION OF CONTRACT

This Agreement shall become effective as of May 1, 2019 and will continue in force and effect until midnight, April 30 2023, and for addition one (1) year terms from year to year thereafter unless either party desires to modify the Agreement and notifies the other party, in writing, of its desire to modify, at no more than ninety (90) days nor less than sixty (60) days prior to May first (1st) of any subsequent year.

Any Employer who is or becomes signatory to or bound by this Agreement, whether or 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.

If an Employer who is not a member of this Association does not give written notice to the Union and the Association of its intention to negotiate separately for a successor collective bargaining agreement not more than 90 days and not less than 60 days before the expiration of this agreement, such Employer shall be bound to the successor collective bargaining agreement negotiated by the Association.

ARTICLE XVI NON-DISCRIMINATION CLAUSE

The parties hereby declare their support of diversity and inclusion in employment. The parties agree that applicants for employment shall be employed and employees shall be treated during employment without regard to their race, creed, color, religion, gender, sexual orientation, gender identity, disability, or national origin. Use of pronoun references, such as she, her, he, or him in this Agreement, refer to any person without limitation.

ARTICLE XVII JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.

UNION CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM

The parties recognize the problems created by drug and alcohol abuse, the need to foster drug-free workplaces and the importance of a prevention and treatment program. The Parties have a joint commitment to protect people and property and to provide a safe working environment.

The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe and healthy environment for all employees. This Union Construction Industry Substance Abuse Program, is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

ARTICLE XVIII SILICA PROGRAM (“MARS”)

The Parties recognize the problems and health hazards created by silica dust and the need to develop an awareness, medical monitoring and respirator program. The Union and the Association are committed to protecting Employees and providing a safe working environment. Therefore, the Parties adopt and hereby incorporate by reference the Monitoring, Awareness and Respirator Safety (“MARS”) Program to facilitate Employers’ efforts to provide a safe, healthy work environment for Employees. MARS Program funds (\$0.02 per hour paid to the Construction Industry Service Program) cover an Employee’s initial, annual respiratory protection medical form, a pulmonary function test, silica hazard awareness and in proper use, limitations, care, and maintenance of respirators. All tests are for the sole purpose of Employee safety and cannot be used for any other screening or identifying medical information about the Employee. The MARS Program does not relieve the Employer from the obligation of having a written respiratory program with procedures for selecting respirators or providing Employees with job-site appropriate respirators, filters, cartridges, canisters, and fit testing. This program can be amended at any time by the standing Labor- Management Silica Committee. Copies of the MARS program are available upon request from the Union and/or the Association.

ARTICLE XIX NON-HARASSMENT

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

ARTICLE XXI MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the direction of the workforce, including the right to hire, suspend, discharge for just and proper cause and to lay off employees for lack of work or other legitimate reasons is vested exclusively in the Employer.

IN WITNESS WHEREOF, we the undersigned authorized representatives of the Construction Employers Association of Cleveland, Ohio and the Laborers' International Union of North America, Building and Construction Laborers' Union Local No. 310, Cleveland, Ohio hereto affix our hands at Cleveland, Ohio this First day of May 2015.

FOR THE EMPLOYERS:

Tim Linville
Greg Przepiora
Tony DiGeronimo
Jason Jones

FOR THE UNION:

Terence P. Joyce

Michael J. Kearney

FOR THE CONSTRUCTION EMPLOYERS ASSOCIATION

Tim Linville
Chief Executive Officer

**THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE
INTO THE COLLECTIVE BARGAINING AGREEMENT**

1. The Alternate Schedule of the Pension Rehabilitation Plan adopted by the parties and published by the Board of Trustees of the Building Laborers' Local 310 Pension Fund on May 1, 2011. Copies available on request from Local 310's Fringe Benefit Office.

MEMORANDUM OF UNDERSTANDING

1. **ALTERNATE DISPUTE RESOLUTION (ADR)**
If during the term of this Agreement, the Ohio legislature authorizes ADR Programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.
2. **PROJECT LABOR AGREEMENT (PLA)**
In the event of a Project Labor Agreement, Labor agrees to include the Construction Employers Association in any and all discussions that vary from the terms and conditions of the Collective Bargaining Agreement.

**BUILDING LABORERS' LOCAL UNION NO. 310
STEWARD GUIDELINES
JUNE 16, 1997
REVISED MAY 1, 2012**

- Prior to the project commencing, the contractor may call the Business Manager and request exemption from the requirement to have a steward based upon the scope of the project, and no unreasonable request will be denied. If there is a dispute about the denial of such a request, a meeting can be called at the CEA with the contractor, union and association representatives.
- The Union shall have the right to designate one (1) working steward on each shift who will be recognized as the Union's representative on the project.
- At a pre-job conference, timely scheduled under Article III, Section 9 of the Collective Bargaining Agreement, issues pertaining to the designation of a steward may be raised by the employer for discussion with and consideration by the Union's Business Manager and/or Business Agents. This guideline does not apply and will be waived if an employer fails to give timely notice to the union before starting work as required by Article III, Section 9. Similarly for a construction job where the steward moves from the payroll of one Employer to the payroll of a successor Employer as the job progresses, the successor Employer should also timely invoke a conference with the Union to raise any issues pertaining to the designation of the steward by the Business Manager. Failure by a successor Employer to timely invoke the job conference provisions will also result in waiver of this guideline.

- The steward designated by the Union shall be a qualified workman assigned to a crew, and shall perform the assigned work of his craft.
- There will be no non-working stewards on the project. The steward shall be paid at the applicable building and construction laborers and tenders wage rate for the job classification in which he is employed.
- The steward shall, in addition to his work as a journeyman, be permitted to perform, during working hours, such of his normal Union duties as cannot be performed at other times.
 - Small projects under \$5M: stewards to spend no greater than twenty (20) minutes on Union duties.
 - Projects up to \$50M: stewards to spend no greater than one (1) hour for Union duties.
 - Projects over \$50M: stewards to spend no greater than one (1) hour in the AM and one (1) hour in the PM on Union duties.
- The Union agrees that such duties shall be performed as expeditiously as possible and the Contractors agree to allow the steward a reasonable amount of time for the performance of such duties. The Contractors shall not discriminate against the steward in the proper performance of his Union duties, and he shall not leave his work area without first notifying his appropriate supervisor as to his intent, the reason thereof, where he can be reached and the estimated time he will be gone.
- The steward's duties shall not include any matters related to referral, hiring, assignment (including overtime), termination or discipline of employees or transportation or first aid of injured workers. Nor shall the steward be authorized to halt any work or otherwise interfere with work progress.
- The steward shall only represent those employees of his craft employed on a specific job site and only the employees of signatory contractors.
- The steward will first inform the employer's project superintendent or foreman of jurisdiction problems or possible solutions at the job site. Infractions on Laborers' jurisdiction will be reported to the Union only after a problem cannot be resolved by the employer's supervisor.
- The steward shall not be entitled to any preferential treatment by the Contractors. Pursuant to this Agreement, if a signatory employer has a problem with a steward notice will be given to the steward and the Union. If the problems continue, a steward will be removed by the Union for good cause shown and replaced by the Union. If the Union believes that good cause does not exist, the issue will be submitted to an independent arbitrator agreed to by the parties.
- The independent arbitrator will hold a hearing within 48 hours and issue a decision within 24 hours thereafter, as to whether good cause exists. The arbitrator's decision will be final and binding. If a steward is removed, pending

the final decision and no good cause is shown, the Employer will be required to pay the Steward full back pay and benefits. The losing party will pay for the cost of the arbitration, including attorney fees.

- The steward shall not intimidate or threaten an employer's supervisor or the labor foreman. A steward who threatens or engages in either physical or verbal abuse, may be subject to removal, if good cause is shown and after notice is given to the Union, according to the provisions of this Memorandum of Agreement. The steward will not be intimidated or threatened and will not be subjected to physical or verbal abuse by any employers' supervisor.
- There will be no General Steward meetings on any job sites unless approved by the Construction Manager or General Contractor.
- The above provisions serve as a set of supplemental guidelines to Article III Section 16 of the Collective Bargaining Agreement.

FOR THE EMPLOYERS:
Rick Semersky

FOR THE UNION:
Terence P. Joyce

CODE OF CONDUCT

“Promoting Pride in Craftsmanship and Customer Satisfaction”

Introduction

The purpose of Code of Conduct is to stimulate our members pride in craftsmanship and customer satisfaction.

Fostering membership pride in our laborers is key to our survival. To achieve this goal our Local Union Officers, Contractors, CEA and individual contractors must implement this Code of Conduct immediately, uphold it strictly, and apply it consistently and equitably. The result will be to increase our members' self-worth, bolster quality craftsmanship, improve working conditions, leverage fair wages and benefits, and create increasing work opportunities for our members. It will also benefit our contractors by increasing their productivity, ensuring timely job completions, keeping projects within (or under) budget, and providing them with reliable, quality craftsmanship.

To be successful, the Code of Conduct must have the full support of all parties at all levels. The Union, CEA and individual contractors must wholeheartedly dedicate themselves to this task by “setting the standard” and acting as role models for the membership and all employees.

Responsibilities under the Code

The union, contractor, and CEA have responsibilities under the Code. For the Code to be mutually beneficial, the parties must take their respective duties seriously, and communicate with the other parties constructively and on a consistent basis.

Local Union Responsibilities

The Business Manager and Business Agents are responsible for communicating the Building Laborers' Union Local No. 310 Code of Conduct to all members, and ensuring they are fully compliant.

To achieve the goals of the Code, the Business Manager and Business Agents shall ensure that:

- The on-site labor steward shall ensure slowdowns and other methods utilized to extend jobs or give rise to overtime are not tolerated.
- Members shall apply their knowledge, skills and experience diligently on the job.
- Members shall make every effort to upgrade their skills on a regular basis.
- Members with extensive experience in our trade, shall convey their knowledge and skills to their colleagues to strengthen the overall value of the Laborers' workmanship as well as encourage team work.
- Members meet their responsibility to their fellow workers and contractors by arriving on time fit for work.
- Members strictly adhere to break times and lunch periods allowed in their contract(s) and agreement(s).
- Members abide by the current substance abuse policy as described by the Collective Bargaining Agreement.
- Members perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.
- Members respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.
- Members respect their union, their contractors, and their clients by not wearing clothing or buttons with offensive words or symbols.

The Business Manager and Business Agents, in cooperation with Employers on the jobsite, will approach members who demonstrate bad work habits, advise them of their responsibilities as union members, and provide guidance and direction.

In addition, the Business Manager and Business Agents shall ensure that:

- Outside activities that cast the Laborers or Union in a negative light are not tolerated.
- Inappropriate behavior, harassment, or discrimination exercised towards another member or person, or group of members or persons, are not tolerated.
- Members are meeting their contractual obligations to utilize the proper safety equipment and methods.
- Members are not leaving the jobsite during their work periods without the prior approval of their superior(s).
- No member is soliciting funds on any project or job without prior approval.
- There is no unauthorized personal use of cell phones on the project site, except during official lunch and break periods.

Contractor's Responsibilities

Our signatory contractors have a responsibility to manage their jobs efficiently as well as our members who work on their jobs. This task will be accomplished by adhering to their responsibilities under the Code, including:

- Addressing ineffective superintendents, general foreman, and foreman.

- Ensuring proper job layout and scheduling to minimize downtime.
- Ensuring the proper storage of contractor tools.
- Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically, and safely.
- Providing the necessary leadership and training skills for jobsite leaders to eliminate problems.
- Cooperate and communicate with the Laborer Steward.
- Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate speedy progress.
- Ensuring that jobsite leaders take responsibility for mistakes created by management and rectify them expeditiously.
- Eliminating unsafe working conditions and ensuring that the proper safety training, equipment, and methods are used.
- Ensuring that superintendents and foreman are well informed about craft jurisdiction and area work practices.
- Promote harmony on the job between crafts by respecting and enforcing established jurisdiction and work practices.
- It shall be the employer's responsibility whenever a union member or management employee has violated the Code of Conduct to report such violations immediately by providing the responsible Local Union with a letter detailing the alleged violation(s) and the circumstances surrounding.

Dispute Resolution Mechanism

Both the Building Laborers' Union Local No. 310 and the signatory contractors have obligations respecting the resolution of disputes. In the early stages of a dispute, our Local Union must actively facilitate dialogue between its members and the contractors. Similarly, contractors should promptly address any and all problems and issues of concern as they arise. If these initial remedial actions of the Local Union and contractor fail to resolve the matter, the parties will pursue their respective remedies under the collective agreement(s).

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