

**PROJECT LABOR AGREEMENT**  
**FOR THE**  
**SUMMIT COUNTY CONSOLIDATED DISPATCH CENTER PROJECT**  
**Entered Into Between**  
**COUNTY OF SUMMIT, OHIO**  
**AND THE**  
**TRI-COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO**  
**AND**  
**SIGNATORY LOCAL UNIONS**

**Effective** \_\_\_\_\_

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**COUNTY OF SUMMIT, OHIO**  
**PROJECT NAME: CONSOLIDATED DISPATCH CENTER PROJECT**  
**PROJECT LABOR AGREEMENT**

This Agreement, hereinafter designated as the "Project Labor Agreement" ("PLA") or "Agreement", is entered into as of the last date of signature below, by and between the County of Summit, with its principal place of business at the Ohio Building, 8th Floor, 175 S. Main Street, Akron, Ohio 44308, ("Owner"), its contractor(s) performing work on the Project defined below ("Construction Manager", "CM" or "Contractor"), the Tri-County Building and Construction Trades Council and its affiliated Local Unions ("Council", "Union" or "Unions") acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement (hereinafter collectively called the "Union or Unions"), with respect to the construction of the Consolidated Dispatch Center Project (hereinafter "Project").

The term "Construction Manager" and "Contractor" includes all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, except for those contractors and subcontractors specifically excluded from this Agreement. Where specific reference to the County of Summit alone is intended, the term "Owner" is used. Where specific reference to the Construction Manager alone is intended, the term "CM" is used. The entities and persons defined as "material supplier", "vendor", and "manufacturer" engaged in offsite product manufacture or subassembly and related activities, are not required to be signatory to the Project Labor Agreement.

The Agreement is made available to, and fully applies to, any successful bidder, as defined by Ohio Revised Code Section 9.13 and pursuant to Ohio Revised Code Section 153.08 for work on the Project who becomes a signatory to it without regard to whether the successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such bidder are or are not members of any union.

This Project Labor Agreement will be applicable to the Unions, the CMs and all signatory contractors performing construction work on the Project. Nothing in this Agreement shall limit the selection or utilization of contractors or subcontractors to perform construction work on the Project, provided however, that all contractors and subcontractors must become signatories to and shall be bound by the terms and conditions of this Project Labor Agreement. This Agreement is a stand-alone Agreement which represents the complete understanding of the parties.

**ARTICLE I**  
**PURPOSE**

The Parties to this Project Labor Agreement acknowledge that the construction of a Consolidated Dispatch Center in Tallmadge, Ohio is vital to ensuring the security and safety of Summit County residents; and, to promote and establish the efficient operation of law enforcement and numerous other safety programs in Summit County, Ohio. The Consolidated Dispatch Center will enable local political subdivisions to respond more quickly and more effectively to calls for assistance by residents throughout Summit County. The Parties recognize the need for the timely completion of

the Project, without interruption or delay. This Agreement is intended to enhance the cooperative efforts between Parties through the establishment of a framework for labor-management stability and coordination.

The Contractors and Unions agree that the timely construction of this Project requires substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties have mutually established and stabilized wages, hours and working conditions for the craftworkers on this construction project, to facilitate close cooperation between the contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties have established effective and binding methods for the settlement of all misunderstandings, disputes or grievances regarding labor issues that may arise. Further, the Contractors and all Subcontractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in or encourage or support any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

## **ARTICLE II SCOPE OF AGREEMENT**

**Section 1.** Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the Contractor(s), of whatever tier, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work except for the Contractors and Subcontractors specifically excluded in the Agreement. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on-site shall be performed by the appropriate craft signatory to this Agreement and approved by the Owner.

**Section 1(a).** Presently, the political subdivisions in Summit County that maintain and operate law enforcement and fire suppression departments, as well as the Summit County Sheriff's Department, each have dispatch centers for receiving calls for assistance from Summit County residents. Each individual dispatch center is required to process and forward calls for assistance to an appropriate agency and/or department. The construction of a Consolidated Dispatch Center in Tallmadge, Ohio will enable the County, and its political subdivision, to process emergency and other calls for assistance from Summit County residents at one location. This will result in a much more orderly and efficient dispatch service and will result in a substantial cost savings to the County and its political subdivisions. The Consolidated Dispatch Center also will improve and enhance the safety and security of all residents in Summit County, regardless of the political subdivision which they may reside in. The approximate cost of this project is \$8 million dollars. It is the Owners intention that the construction and related work on this Project begin in the Spring

or Summer of 2021. The parties to this Agreement acknowledge that this Project is an important part of the Owner's plan to upgrade its safety facilities in Summit County so that it may provide the best possible service to Summit County residents.

**Section 2.** It is agreed that the Owner shall require all contractors, except those specifically excluded by the Agreement, of whatever tier, who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of the Agreement by executing the Letter of Assent (See, Attachment A) prior to commencing work. The CM shall assure compliance with this Agreement by the Contractors. This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

Provided, further, Article XI (Work Stoppages and Lockouts); Article XII (Disputes and Grievances); and Article XIII (Jurisdictional Disputes) of this Project Labor Agreement shall apply to the work stated in Section 1(a) of this Article. It is understood that this is a self-contained, stand-alone Agreement, and that by virtue of having become bound to this Agreement, neither the CM nor the Contractors will be obligated to sign any other local, area, or national agreement. In the event there is a discrepancy between a national, area or local collective bargaining agreement, the CM shall determine which agreement will prevail in keeping with the provisions of this Agreement. (Except as noted in Attachment C). This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article XIII below. While this Agreement is a stand-alone Agreement, the Agreement will utilize the local area collective bargaining agreements of signatory locals, not state-wide agreements or other special project agreements, as a reference to define the signatory local unions' craft jurisdiction. Jurisdictional disputes shall be settled in accordance with Article XIII.

**Section 3.** Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

**Section 4.** This Agreement shall only be binding on the signatory parties hereto and, unless otherwise indicated herein, does not apply to their parents, affiliates or subsidiaries.

**Section 5.** Except as restricted by applicable law, the CM has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with

this Project Labor Agreement, should it be designated the successful bidder. (Except as noted in Attachment C.)

**Section 6.** The Unions signatory to this Agreement agree that they will not support, in any manner, any request to use non-signatory unions on the Project site except for those unions working for contractors specifically excluded by this Agreement. If directed by the Contractor, the Unions will perform the work of the crafts that could have been represented by the non-signatory unions on this Project.

**Section 7.** This Agreement does not apply to the following:

- A. Work performed by non-manual employees, including, but not limited to superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors, technicians, office workers, messengers, persons making deliveries to and from the project site, warehouse employees, guards, medical personnel, emergency vehicle operators and employees similarly classified;
- B. All Owner operations and activities, equipment and machinery;
- C. Work performed by technicians at the discretion of the Contractor and work performed under subcontracts which the CM designates as being for technically unique services or skills. The Owner may install specialized equipment, or inspect or test equipment before, during or after installation, using people of the Owner's choice, personnel of the Owner, or manufacturer's personnel as may be deemed necessary. Appropriate crafts will perform work under vendor's supervision. The operation of geothermal drilling equipment is not excluded work under this Section 7;
- D. The delivery to the Project of any material by any means, except for site placed concrete or removal from the Project of any material by any means;
- E. Landscape maintenance or work related to moveable office or building furnishings;
- F. The following contractors and subcontractors:
  - a. Work completed under pricing pursuant to Section 125.04 of the Ohio Revised Code; the County University and Educational Cooperative and Purchasing Association ("CUE"), the Ohio Department of Transportation Cooperative and Purchasing Program, a joint purchasing program, the National Intergovernmental Purchasing Alliance, the Federal General Services Administration ("GSA") or the Northeast Ohio Sourcing Office; and
- G. All fixtures, furnishings, and equipment not permanently installed.

**Section 8.** Other than work performed on this Project, the provisions of this Project Labor Agreement shall not apply to the Owner, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this

Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the CM or Contractors and accepted by the Owner or its successors or assigns, the Agreement will not have further force or effect on such areas, except when the Contractors are directed by the CM to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

**Section 9.** It is understood that the CM is acting on behalf of the Owner and at its sole discretion, may terminate, delay and/or suspend any or all portions of the Project at any time.

**Section 10.** It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, PC, contractors or any employer.

### **ARTICLE III UNION RECOGNITION**

**Section 1.** The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

### **ARTICLE IV MANAGEMENT'S RIGHTS**

**Section 1.** The CM and Contractors of whatever tier retain all rights and authority not expressly excluded or limited by this Agreement, including but not limited to the rights to:

- A. Plan, direct and control the execution and assignment of all work;
- B. Determine the size of crews and the number of foremen and general foremen needed; (Except as noted in Attachment C)
- C. Hire and lay off employees as the Contractor feels appropriate to meet work scope requirements and retain necessary skills and trained resources;
- D. Each Contractor may transfer employees from job to job on the Project without limitation or restriction, and from shift to shift without reasonable notice;
- E. Determine work methods and procedures per the Local Collective Bargaining Agreements;
- F. Discharge, suspend, or discipline employees for proper cause.

**Section 2.** No rules, customs or practices shall be permitted or observed which limit or restrict production or the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor savings devices necessary to accomplish

the scope of work and pursuant to their individual contract and Project specifications. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment except as limited by the individual contracts and project specifications.

## **ARTICLE V REFERRAL OF EMPLOYEES**

**Section 1.** The Contractors agree to recognize and be bound by the legal referral facilities maintained by the Union(s) and shall notify the appropriate Union either in writing or by telephone when workers are required.

**Section 2.** Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, of such employee or applicant. The CM has the right to reject an employee for poor past performance.

**Section 3.** In the event the referral facilities maintained by the Unions are unable to fill the requisition of the contractors for employees within a forty-eight (48) hour period after such requisition is made (Saturdays, Sundays, and holidays excluded), applicants for such requisition may be employed from any source.

**Section 4.** In the event that a signatory Local Union does not have a job referral system as set forth in this Article, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

**Section 5.** In cases of employment positions requiring special skills or qualifications, the Contractor will notify the Union of the qualification tests or skills required, and the Union may refer any qualified applicant. The Contractor shall be the sole judge of all applicants' qualifications.

**Section 6.** The selection and number of Foremen and/or General Foremen shall be the responsibility of the Contractor, it being understood that in the selection of such employees the Contractor will give first consideration to the qualified workers available in the local area. Foremen and/or General Foremen shall take orders from supervisors designated by the Contractor. Foremen and/or General Foremen will not be absent themselves from the area where their crews are working unless their presence is required elsewhere, and shall be held responsible for all work performed by employees under their supervision. The Contractor may require Foremen to be working employees. Only the CM superintendent has the authority to approve the release of the foreman and/or general foreman from the area where their crews are working.

**Section 7.** Contractors shall have the right to provide supervisory employees. Supervisory

employees will not be allowed to perform duties covered under the scope of the appropriate collective bargaining agreement. All other employees will be referred from the respective union halls.

**Section 8.** The Contractor's office at the Project site will be considered the place of hire, and the time of hire is when the referred applicant for employment is accepted by the Contractor.

**Section 9.** The Contractor has the right to determine the competency of all employees and the right to determine the number and classifications of employees required. The Contractor shall also have the right to reject any applicant referred by the Unions.

**Section 10.** The Union shall not refer employees employed at the Project site by a Contractor to other employment, nor shall the Union engage in other activities which encourage workforce turnover or absenteeism.

**Section 11.** There will be a thirty (30) day waiting period prior to employment eligibility on the Project for employees who voluntarily quit their employment on the Project and a ninety (90) day waiting period prior to employment eligibility for employees discharged for cause or for safety reasons on the Project. The Owner, CM and/or Contractor may bar any person from employment on the Project either permanently or for an indefinite time for just cause.

**Section 12.** An employee or applicant required to satisfactorily demonstrate his or her ability to perform certain tasks through an examination or test (e.g., welding tests), shall be paid by the Contractor or sub-contractor of any tier for that time required to take the exam or test, provided the employee or applicant successfully passes the exam or test.

**Section 13.** During a Reduction in Force, Contractors have the right to retain employees of their choice without regard to any other criteria, except for Union Stewards and personnel operating special equipment that has historically been guaranteed 40 hours in accordance with the applicable collective bargaining unit, as long as they have the work skills to perform the duties required. The Union Steward shall not be discharged without prior consultation with the appropriate craft. (Except as noted in Attachment C.)

## **ARTICLE VI NON-DISCRIMINATION**

**Section 1.** It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

**Section 2.** All descriptive words such as journeyman, craftsman and all other personal nouns or pronouns which may be referenced in this Agreement refer to both the male and female gender.

**Section 3.** Employees covered by this Agreement shall utilize the Grievance Procedure set forth



in Article XII for the resolution of alleged discrimination complaints, allegations and all employee concerns.

## **ARTICLE VII APPRENTICES**

**Section 1.** The parties recognize the need to maintain continuing support of apprenticeship programs designed to develop adequate numbers of competent workers in the construction industry and to enable workers to enter the labor pool fully qualified to earn a living wage on construction jobs. The Unions agree to support and enable such programs and to supply labor for each craft to provide training and job opportunities to these new entrants to the work force. The contractors will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are employed.

**Section 2.** The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested and if available. Apprentices shall perform the work of their craft in accordance with the ratios and terms in their governing collective bargaining agreements. To the extent requested by Owner, the Contractor(s) may use the maximum number of apprentices permitted by contract.

## **ARTICLE VIII WAGES AND BENEFITS**

**Section 1.** All persons employed by Contractors for work within the scope of this Agreement as defined by Article II shall receive 100% of the wages and benefits established in the respective Union's local collective bargaining agreement, and any amendments thereto, and shall work under all of the other terms and conditions of employment provided for herein. No other classifications, wage rates, fringes, or conditions appearing in any other labor agreements apply to work under this Agreement. No premium pay (i.e. subsistence pay, travel pay, hazard pay, high pay, mask pay, etc.), other than overtime and shift differential, is recognized under this Agreement. (Except as noted in Attachment C.)

**(a) Payment of Benefits/Contributions.** Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor.

**Section 2.** The Contractor agrees that it will, when so requested by the Union, deduct from the pay of each employee who is a member of the Union, or has made application to become a member of the Union, all deductions such as working dues, Building Trades dues, assessments or any other

fees, dues or check offs so designated by the employee from that employee's gross wages. These deductions shall be made upon presentation of a proper written payroll deduction authorization, voluntarily signed by the employee as set forth in the Employee's Local Collective Bargaining Agreement, and remitted monthly as directed by the employee and the Union. This section shall be applied in compliance with the National Labor Relations Act, 29 U.S.C. §§ 151-169, as amended ("NLRA") and other applicable laws and judicial decisions. The Unions agree that the Contractor will suffer no loss because of any deduction from an employee's pay pursuant to this Section and the Unions will accept any liability which may accrue.

**Section 3.** The Contractor shall deduct from each employee's wages all uniform dues and working assessments the Employee has voluntarily authorized in writing as set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, or is delinquent in its payments of dues or assessments to the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article XII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article XII, Section 3, Step 3.

## **ARTICLE IX HELMETS TO HARDHATS**

**Section 1.** The Employers and Unions recognize a desire to facilitate the entry into building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmet to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

**Section 2.** The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE X WORK RULES**

**Section 1.** The CM has established reasonable uniform site working rules/procedures and security, health and safety rules/procedures in compliance with federal, state, and local regulations. The CM may change these rules during the term of this Agreement with prior notice to the Unions. Such notice shall be given two (2) weeks prior to implementation of the change, where practical. All Unions, Contractors and employees agree to abide by these rules and violation of job site rules may result in disciplinary action up to and including suspension or discharge.

**Section 2.** The receipt and inspection of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be at the Contractor's discretion.

**Section 3.** There shall be no organized breaks on the Project. All parties and employees shall observe the site smoking policy.

**Section 4.** Time clocks, brass or other payroll and accountability systems may be used at the option of the Contractor to check employees in or out of the Project on a daily basis on their own time.

**Section 5.** An employee who reports for work under the influence of alcoholic beverages or prohibited drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, may be subject to immediate termination.

**Section 6.** There is no job tenure. Continuing employment is contingent upon, but not limited to, the skill, competency, productivity, qualifications, attendance, and safety performance of the employee. Contractors will be the sole judge of skill, competency, productivity, qualifications, etc., except as provided for in Article V, Section 13 and Article XIV, regarding Union Stewards who are recognized by the CM and Contractor.

**Section 7.** Tool boxes, lunch boxes, vehicles, and other personal property may be subject to periodic unannounced inspection while on the site. Except in a security emergency or other actions by the site security force, employees shall be notified and given the opportunity to be present.

## **ARTICLE XI WORK STOPPAGES AND LOCKOUTS**

**Section 1.** During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Council, the Union, any affiliated Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, any Union or Local Union or employee to cross any picket line established at the Project site is a violation of this Article and may result in the immediate termination of said employee and/or Signatory Union from the Project.

**Section 2.** The Union and its affiliated Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge.

**Section 3.** All parties agree that in the event that a Union or Local Union initiates or participates in a work stoppage, strike, picketing or other disruptive activity in violation of this Article, or recognizes or supports the work stoppage, strike, picketing or disruptive activity of another Union or Local Union which is in violation of this Article, the Contractor will have the right to seek an

immediate injunction from the appropriate court.

**Section 4.** Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures set forth in Article XII.

## **ARTICLE XII DISPUTES AND GRIEVANCES**

**Section 1.** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

**Section 2.** The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

**Section 3.** Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.** (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description hereof, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

(a) Should the Local Union(s) or the CM or any Contractor have a dispute with the other party and if, after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.** The International Union Representative and the involved Contractor shall meet

within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed by the Union, in writing, in accordance with the provisions of Step 3.

**Step 3.** (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of FMCS shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

**Section 4.** Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the Contractor to adhere to the time limits established herein shall result in the grievance being sustained. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 5.** The Owner shall be notified of all actions at Steps 2 and 3 and shall, upon request, be permitted to participate in all proceedings at these steps.

### **ARTICLE XIII JURISDICTIONAL DISPUTES**

**Section 1.** The assignment of work is the sole responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 2.** All jurisdictional disputes between or among Building and Construction Trade Unions and employers who are parties to this Agreement, shall be settled and adjusted according to the present Plan established by NABTU and/or the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by NABTU or the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment of work shall be adhered to until the dispute is resolved. Individuals violating this section may be subject to immediate discharge.

**Section 4.** Each Contractor will conduct a pre-job conference with the Council, and its affiliated Unions, prior to commencing work. The CM and the Construction Agent will be advised in advance of all such conferences and may participate if they wish.

**Section 5.** Contractors are not liable for any back pay or compensation in any form as a result of work assignments or jurisdictional disputes between Unions covered by this Agreement.

#### **ARTICLE XIV UNION REPRESENTATION**

**Section 1.** Authorized representatives of the Unions and their Local Unions shall have access to the Project, provided they do not interfere with the work of the employees and, further provided, that such representatives fully comply with the visitor and security rules established for the Project.

**Section 2.** Each Union which is a party to this Agreement, or its applicable Local Union, has the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. A Steward's duties shall not include hiring and termination or any involvement in, or any interference with, decisions reserved to the Contractor. Each Steward shall be concerned with the employees of his or her own employer and not with the employees of any other employer. Under no circumstances shall there be a non-working Steward on the Project.

**Section 3.** The working Steward shall not be entitled to any preferential treatment by the Contractor and will be subject to discipline to the same extent as other employees. The Contractor will permit the Steward sufficient time to perform the duties inherent to a Steward's responsibilities. The Steward shall not leave the work area without first notifying and obtaining permission from his Foreman as to the reason for leaving the work area and the estimated time to be gone. Permission to leave the work area may be delayed in the event of an emergency or if it would cause interruption of work which cannot be immediately interrupted. The CM Superintendent has final authority over granting the Steward permission to leave the work area if the Steward's absence from the work area is detrimental to the progress of the work or safety of the Project site.

**Section 4.** Where the Owner's (or its successors or assigns) personnel may be working on the Project in close proximity to the construction activities, the unions agree that Union representatives, Stewards, and individual workmen will not interfere in any manner with the owner's personnel or with the work which is being performed by the Owner's (or its successors or assigns) agents.

#### **ARTICLE XV HOURS OF WORK, ETC.**

**Section 1.** The Unions and the Contractor acknowledge that the unique needs of this Project will require flexibility in scheduling work. The Contractor shall establish the work schedule or schedules consistent with job needs. The Contractor has the sole authority to make shift and overtime assignments to employees as deemed necessary to efficiently perform work activities.

Refusal by an employee to work an assigned shift or hours of work may be grounds for termination.

**Section 2.** Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. There shall be no paid holidays, except as provided for operation of special equipment which has been historically guaranteed 40 hours per week. If employees are required to work on a holiday, they shall receive double the straight-time rate of pay. (Except as noted in Attachment C.)

**Section 3.** Overtime shall be paid at the rate of time and one half (1-1/2) for all hours worked outside the established shift(s) or in excess of forty (40) hours per week. Provided, however, all work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2) and all work on Sundays and holidays shall be paid at double (2) time. (Except as noted in Attachment C.)

**Section 4.** The CM, in coordination with the Owner, shall designate the starting and quitting times for all employees. Any starting time put in place on Monday shall remain in effect for that work week unless a change is mutually agreed upon by the Union and the Contractor.

**Section 5.** The Unions agree to adhere to the time checking procedures established for the Project. All employees will check in and be at their assigned work places defined by their Contractor by starting time each day and will be at the work place at the conclusion of the lunch break or end of the shift. Repeated violations of the work starting and stopping times will be grounds for termination.

**Section 6.** It will not be a violation of this Agreement for the CM to shut down all or part of the Project to avoid the possible loss of life because of an emergency situation that could endanger the life and safety of an employee or the public. In such cases, employees will be compensated only for the actual time worked. However, if the Contractor requests employees to stand by, the employees will be compensated for the actual "stand by time." (Except as noted in Attachment C.)

**Section 7.** In no instance will employees be paid for standing by or observing operations unless assigned and directed by the Contractor.

**Section 8.** Reporting pay and show up times will be in accordance with the applicable local collective bargaining agreements.

**Section 9.** Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (1/2) hour non-paid lunch period for eight (8) hours pay. A premium of \$.25 per hour shall be paid for work on the second shift and \$.50 per hour for work on the third shift.

- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (1/2) hour unpaid lunch, approximately midway through the shift between Monday through Thursday.

## **ARTICLE XVI SUBCONTRACTING**

**Section 1.** Except as specifically provided in the Agreement, the CM and its contractors and subcontractors agree that they will not subcontract any work to be done at the Project site except to a person, firm or corporation who is or agrees to become signatory to this Agreement. Any contractor or subcontractor working on the project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. They shall indicate their acceptance of the terms and conditions of this Agreement by signing the Letter of Assent (Appendix A) and by delivering a copy to the CM prior to commencement of work on the Project site.

**Section 2.** All contractors and subcontractors subject to this Agreement are required to pay wages and benefits as established under this Agreement through the duration of their work on the Project and will provide certified payrolls to the Owner or its successors or assigns, which will be available to the unions upon request. (Except as noted in Attachment C.)

**Section 3.** All contractors and subcontractors of whatever tier, will arrange and conduct a pre-job conference with the Unions prior to starting work on the Project.

**Section 4.** The furnishing of materials, supplies, or equipment, and the delivery or removal thereof shall not be considered subcontracting.

## **ARTICLE XVII SAFETY AND HEALTH**

**Section 1.** Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of their employer. Failure to do so may result in immediate dismissal.

**Section 2.** In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules published by the CM.

**Section 3.** At the discretion of the CM, the Contractor may institute a reasonable substance abuse policy which may include pre-hire, for cause, post-accident/incident and random screening for the use of illicit drugs, alcohol or other prohibited substances. This screening program shall be performed by a recognized physician or laboratory and shall comply with all federal, state and local regulations. The CM has the authority to apply a progressive discipline ranging from a written warning to termination of employment in keeping with all applicable laws.

**Section 4.** It shall be the sole responsibility of each Contractor to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by



the Contractor. Nothing in this Agreement will make the Union or any of its Local Unions liable to any employees or to other persons in the event that injury of accident occurs.

**Section 5.** Each Contractor shall provide its employees with a clean, safe area for eating their meals.

**ARTICLE XVIII  
GENERAL SAVINGS CLAUSE**

**Section 1.** If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the “CM” and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable shall have no effect on the validity of the remaining provisions of this Agreement.

**ARTICLE XIX  
AUTHORIZED SIGNER**

The President of the Council represents and affirms that he is authorized to sign this Agreement on behalf of the Council and on behalf of the Unions listed on Exhibit A.

**ARTICLE XX  
TERM OF AGREEMENT**

This Agreement shall be effective as of the \_\_\_\_\_ day \_\_\_\_\_ of 2021, and shall remain in full force and effect during the entire period of the Project construction described in Article II.

This Agreement represents the total results of the parties’ bargaining and the entire understanding between the parties. This Agreement shall not be amended or supplemented except by the mutual consent of the parties hereto, reduced to writing and duly signed by each.

*(End of text. Signature pages and attachments begin on the following page.)*

**SIGNATURE PAGES**

**FOR THE OWNER:**

\_\_\_\_\_  
Ilene Shapiro, Executive  
County of Summit, Ohio

Date: \_\_\_\_\_

\_\_\_\_\_  
Project Contractor Signature  
Title:  
Company:

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deborah S. Matz, Director, Department of  
Law, Insurance and Risk Management  
County of Summit, Ohio

Date: \_\_\_\_\_

**FOR THE UNIONS:**

TRI-COUNTY BUILDING AND CONSTRUCTION TRADES  
COUNCIL AFL-CIO, and Authorized Signatory for the Unions under this Agreement

\_\_\_\_\_  
Name: Mark Douglas  
Title: President

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT LABOR AGREEMENT**  
**CONSOLIDATED DISPATCH CENTER PROJECT**  
**SIGNATORY UNIONS**

	<b>Signatures</b>	<b>Date</b>
Heat & Frost Insulators Local #84	_____	_____
Bricklayers Local 7	_____	_____
IBEW Local 306	_____	_____
Elevator Constructors Local 45	_____	_____
Glaziers Local 1162	_____	_____
Painters Local 841	_____	_____
Plumbers & Pipefitters Local 219	_____	_____
Roofers Local 88	_____	_____
Sheet Metal Workers Local 33	_____	_____
Sprinkler Fitters 669	_____	_____
Teamsters Local 348	_____	_____
Cement Masons Local 109	_____	_____
Ironworkers Local 17	_____	_____
Laborers Local 894	_____	_____
Operators Local 18	_____	_____
Millwrights & Piledrivers Local 1090	_____	_____
Indiana, Kentucky and Ohio Regional Council of Carpenters	_____	_____

**ATTACHMENT A**

**LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT**  
**CONSOLIDATED DISPATCH CENTER PROJECT**

Pursuant to Article II and XV of the Project Labor Agreement for the Consolidated Dispatch Center Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Project Labor Agreement and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project site and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the CONTRACTOR: (SUBCONTRACTORS of whatever)

Name of CONTRACTOR: \_\_\_\_\_

Name and Signature of Authorized Person:

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Phone #) \_\_\_\_\_

(Date) \_\_\_\_\_

**ATTACHMENT B**

**PROJECT LABOR AGREEMENT GRIEVANCE FORM**

<b>Grievance No.:</b>	<b>Date:</b>
<b>Employer:</b>	
<b>Union:</b>	

<b>Grievant:</b>	<b>SSN:</b> ____ - ____ - _____	<b>Date Grievance Occurred:</b>
------------------	---------------------------------	---------------------------------

<b>Nature of Grievance: (Be specific. Attach Additional Pages as Required)</b>

<b>State PLA Article(s) and/or PLA Section(s) Allegedly Violated:</b>	
<b>Article(s):</b>	<b>Section(s)</b>

<b>Settlement Desire:</b>

**Date:** \_\_\_\_\_      **Signature of Grievant:** \_\_\_\_\_

**Date:** \_\_\_\_\_      **Signature of Union:** \_\_\_\_\_

**PROJECT LABOR AGREEMENT GRIEVANCE FORM**

<b>Grievance No.:</b>	<b>Date:</b>
<b>Grievant Name:</b>	
<b>Union:</b>	

**Step 1**

<b>Resolution:</b>	
<b>Date:</b>	<b>Grievant Signature:</b>
<b>Date:</b>	<b>Union Rep. Signature:</b>

**Step 2**

<b>Disposition of Grievance:</b>	
<b>Date:</b>	<b>Grievant Signature:</b>
<b>Date:</b>	<b>Union Rep. Signature:</b>

**Step 3**

<b>Disposition of Grievance:</b>	
<b>Date:</b>	<b>Grievant Signature:</b>
<b>Date:</b>	<b>Union Rep. Signature:</b>

**ATTACHMENT C**

Clarification Letter

Date: \_\_\_\_\_

This “Clarification Letter” is written to clarify the possible language problems generated by the following sections of the Project Labor Agreement (Article II, Sections 2 and 5; Article IV, Section 1-B; Article V, Sections 9, 12, and 13; Article VIII, Section 1; Article VI, Sections 2, 3, and 6; Article XVI, Section 2) and the Associated General Contractors of Ohio (“AGC”) present Building Agreement with the International Union of Operating Engineers, Local 18, 18A, 18B, and 18RA.

It is agreed that Operating Engineers performing work on this Project shall be paid in accordance with their classifications as outlined in Paragraphs 47, 52, 53, 54, 55, 64, 56, 61, 62, 66, 70, 71, 72, 76, 77A, and Exhibit A (wage rate and fringe contribution) of the present AGC of Ohio Building Agreement. This Agreement in its entirety is the Local Collective Bargaining Agreement covering building construction in Local 18's jurisdiction. It is agreed that the ratified successor agreement between the AGC of Ohio and Local 18 shall apply thereafter.

Accepted by:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Title: \_\_\_\_\_