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**COUNTY OF SUMMIT, OHIO
PROJECT NAME: COUNTY OF SUMMIT
JAIL RENOVATION PROJECT
PROJECT LABOR AGREEMENT**

This Agreement, hereinafter designated as the "Project Labor Agreement" 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 successors or assigns ("Project Contractor" or "PC"), Bricklayers Local 7, Ohio and Vicinity Regional Council of Carpenters, Cement Masons Local 109, International Brotherhood of Electrical Workers Local 306, Glaziers and Glass Workers Local 1162, Iron Workers Local Union No. 17, Laborers' Local Union No. 894, Plumbers & Pipefitters Local 219, Roofers Local 88, Sheet Metal Workers' Local Union No. 33, Sprinkler Fitters Local 669, Local 18 of the International Union of Operating Engineers, Painters Local 841, Teamsters Local 348, Asbestos Workers Local 84 and Elevator Constructors Local 45, 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 County of Summit Jail Renovation Project (hereinafter "Project").

The term "Project Contractor 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, Ohio alone is intended, the term "Owner" is used. Where specific reference to the Project Contractor alone is intended, the term "PC" is used. The terms "material supplier", "vendor", and "manufactured" engaged in offsite product manufacture or subassembly 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 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 the Project is

important for the safety and security of the County of Summit, Ohio ("Owner"). The Parties recognize the need for the timely completion of the Project without interruption or delay in order to ensure both continuous operation of the County Jail and the safety and security of Jail personnel during the Project. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

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. This Project Labor 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 contractors, of whatever tier, which may include the PC, 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 and PC.

Generally, the Project is defined as County of Summit Jail Renovation Project. Such work includes the renovation of the kitchen, closed circuit television area linked to the County Courthouse and mental health areas at the County of Summit Jail and the construction of a new loading dock and trash compactor building with an access drive. The Project is anticipated to be started and completed in calendar years 2010-2011.

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 PC shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and

conditions of this Project Agreement supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements with the following exceptions:

- A. All work performed under the National Transient Lodge ("NTL") Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers and Signatory Employers; and
- B. All work performed under the National Agreement of the International Union of Elevator Constructors.

However, 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 A. and B. above. 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 PC 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 PC shall determine which agreement will prevail in keeping with the provisions of this Agreement. (except as noted in Attachment C)

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 does not apply to their parents, affiliates or subsidiaries.

Section 5. Except as restricted by Ohio law, the PC 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 Agreement, should it be designated the successful bidder. (See, exceptions 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 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 PC 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. The provisions of this Project Agreement shall not apply to the County of Summit, Ohio ("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 PC 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 PC 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 PC 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 PC 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; (See, exception as noted in Attachment C)
- C. Hire and layoff 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 PC 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 PC 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, PC 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. (See, exceptions 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 XI 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.

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 the wages and benefits established the respective trade's collective bargaining agreement and shall work under all of the other terms and conditions of employment provided for herein. No other classifications, wage rates, fringes, or conditions 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. (See, exception as noted in Attachment C.)

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 deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, 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 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. Any labor union that executes this Agreement, and is not affiliated with the Tri-County Building and Construction Trades Council, AFL-CIO, shall pay the Council's dues assessments for those periods of time when its members are working on the Project.

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 PC has establish reasonable uniform site working rules/procedures and security, health and safety rules/procedures in compliance with federal, state, and local regulations. The PC 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 illicit 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, regarding Union Stewards who are recognized as a qualified technician by the PC 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, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, 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 applicable Local Union 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 XI.

ARTICLE XII DISPUTES AND GRIEVANCES

In an effort to facilitate a productive and harmonious project, any party to this Agreement may request and receive a job site meeting within a 48-hour notice to the appropriate parties.

Section 1. 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 Section 2.

Section 2. Any question or dispute arising out of and during the term of this Project Agreement, other than the Contractors right to seek immediate injunction under Article X and jurisdictional disputes under Article XII, shall be considered a grievance and subject to resolution under the following procedures:

Step 1(a). When any employee subject to this Agreement feels he is aggrieved by a violation of this Agreement, he shall give notice to the work-site representative of the involved contractor, through his local union business representative or job steward, within five (5) working days after the occurrence of the violation, stating the provision(s) alleged to have been violated. The business representative of the Local Union, the job steward, and the work-site representative of the involved contractor and the PC shall meet and endeavor to adjust the matter within five (5) 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 (copying the Owner and PC) within twenty-four (24) hours after the meeting. If they fail to resolve the matter within the prescribed period, the grieving party may pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information

concerning the alleged grievance, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1(b). When the Local Union(s), PC, or any contractor has a dispute other party and, if after conferring, a settlement is not reached within five (5) working days, the dispute may be reduced to writing, and it may proceed to step 3 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 in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3(b). If the grievance has been submitted but not adjusted under Step 2 either party may file a claim with the American Arbitration Association to arbitrate the dispute. The rules of the American Arbitration Association construction section shall govern the conduct of the arbitration hearing. The decision of the Arbitrator(s) shall be final and binding on all parties, provided however, that the Arbitrator(s) shall not have the authority to alter, amend, add to or detract from any of the provisions of this Agreement in any way. The fees and expenses of such arbitration shall be borne equally by the contractor and the involved Local Union(s).

Step 3(b). Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only upon written consent of the parties involved at the particular step where the extension is agreed upon.

Section 3. The PC shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps. The PC has governing authority to determine adherence to established time limits.

Section 4. Work will continue uninterrupted while the grievance is being resolved.

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 the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by 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 appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor 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 SECURITY**

Section 1. All employees covered by this Agreement now in the employ of the Contractors shall remain members in the Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the Union seven (7) days after the date of their employment and shall remain members of the Union in good standing during the term of this Agreement. This Union Security Section shall conform to the NLRA and other applicable laws.

Section 2. A Contractor shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**ARTICLE XV
UNION REPRESENTATION**

Section 1. Authorized representatives of the Unions and their Local Unions 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 "PC" 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 XVI 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. (See, exceptions 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. All work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2). Work on Sundays and holidays shall be paid at double (2) time. (except as noted in Attachment C)

Section 4. The "PC" 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 PC 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." (See, exceptions 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.

ARTICLE XVII SUBCONTRACTING

Section 1. Except as specifically provided in the Agreement, the PC agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become part 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 PC 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 Ohio prevailing wage law 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 XVIII 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 PC.

Section 3. At the discretion of the PC, 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 PC 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 XIX 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 "PC" 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 XX TERM OF AGREEMENT

This Agreement shall be effective as of the 7th day of June, 2010, 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:

Russell M. Pry
Russell M. Pry, Executive
County of Summit, Ohio
Date: 6/7/10

Paul N. Thomarios
Name: PAUL N. THOMARIOS
Title: PRESIDENT
Company: THOMARIOS ©
Project Contactor
Date: 05-17-10

APPROVED AS TO FORM:

R.E. Dobbins D.M.
Richard E. Dobbins
Director, Department of Law
County of Summit, Ohio
Date: 6-7-10

FOR THE TRI-COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO:

Pat Darrow
Name: Pat Darrow
Title: President
Date: 4/22/10

FOR THE UNIONS:

Bricklayers Local 7:

Jack Acers Field Rep
Name:
Title: Local # 7
Date: 4/22/10

Ohio and Vicinity
Regional Council of Carpenters

Steven M Kasarnich
Name: Steven M Kasarnich
Title: Executive Regional Director
Date: 4-26-10

Cement Masons Local 109

[Signature]
Name:
Title:

Date: 4-22-10

International Brotherhood
of Electrical Workers Local 306:

Mark W Douglas Jr
Name:
Title:

Date: 4-23-2010

Glaziers and Glass Workers
Local 1162

Scott Hatcher
Name:
Title:

Date: 4-20-10

Iron Workers
Local Union No. 17

Rich Jordan
Name:
Title:

Date: 4/20/10

Laborers' Local Union No. 894

Michael J. Rogers
Name:
Title: Business Manager

Date: 4/20/10

Plumbers & Pipefitters
Local 219

[Signature]
Name:
Title:

Date: 4-20-10

Roofers Local 88
Local 1162

Jimmy M... [Signature]
Name:
Title: B.M.

Date: 4-20-10

Sheet Metal Workers'
Local Union No. 33

Thomas M. Wiant
Name: Thomas M. Wiant
Title: Business Rep

Date: 4-20-10

Sprinkler Fitters Local 669

Theodore V Lewis
Name: Business Agent
Title:
Date: 4-21-10

Local 18 of the International Union of Operating Engineers

Bob [Signature]
Name:
Title: Business mgr.
Date: 4-26-10

Painters Local 841

[Signature]
Name:
Title: Buss. Rep.
Date: 4-22-10

Teamsters Local 348

Patricia Dawson
Name:
Title:
Date: 4/22/10

Asbestos Workers Local 84

Max Mancini
Name:
Title: B.M.
Date: 4/26/10

Elevator Constructors Local 45

[Signature]
Name:
Title: BUSINESS MANAGER
Date: 4/21/10

USE FORMAT THAT FOLLOWS PAGE 17 FOR ALL CONTRACTS.

ATTACHMENT A

LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT
FOR _____

Pursuant to Article II and XV of the Project Labor Agreement for the _____ 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

| | |
|----------------|-----------------|
| Grievance No.: | Date: / / |
|----------------|-----------------|

| |
|-----------|
| Employer: |
| Union: |

| | | |
|-----------|-------------------|------------------------------------|
| Grievant: | SS No.: - - | Date Grievance Occurred: / / |
|-----------|-------------------|------------------------------------|

| |
|---|
| Nature of Grievance be specific (attach additional pages as required): |
| |
| |
| |
| |

| | |
|---|--------------------|
| State PLA Article(s) and/or PLA Section(s) allegedly violated: | |
| <u>Article(s):</u> | <u>Section(s):</u> |
| | |
| | |
| | |
| | |

| |
|---------------------------|
| Settlement Desire: |
| |
| |
| |

| | |
|-----------------|------------------------|
| Date: / / | Signature of Grievant: |
| Date: / / | Signature of Union: |

PROJECT LABOR AGREEMENT GRIEVANCE FORM

| | |
|----------------|--------------------------|
| Grievance No.: | Date: ____ / ____ / ____ |
| Grievant Name: | Union: |

Step 1

| | |
|--------------------------|-----------------------------|
| Resolution: | |
| | |
| | |
| Date: ____ / ____ / ____ | Grievant Signature: _____ |
| Date: ____ / ____ / ____ | Union Rep. Signature: _____ |

Step 2

| | |
|---------------------------|--------------------------------|
| Disposition of Grievance: | |
| | |
| | |
| Date: ____ / ____ / ____ | Employer Rep. Signature: _____ |
| Date: ____ / ____ / ____ | Union Rep. Signature: _____ |

Step 3

| | |
|---------------------------|-----------------------|
| Disposition of Grievance: | |
| | |
| | |
| Date: ____ / ____ / ____ | Ind. Rel. Mgr.: _____ |
| Date: ____ / ____ / ____ | BM or Int. Rep: _____ |

10-317

ATTACHMENT C
Clarification Letter

Date: 4-27-10

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 XV, Sections 2,3 and 6; Article XVI, Section 2) and the A.G.C. of Ohio Building Agreement with the International Union of Operating Engineers, Local 18, 18A, 18B, and 18RA dated May 1, 2007 through April 30, 2010. It is agreed that Operating Engineers performing work on this Project shall be paid in accordance with their classification as outlined in Paragraphs 47, 52, 53, 54, 55, 56, 61, 62, 64, 66, 70, 71, 72, 76, 77, 78A and Exhibit A (wage rate and fringe contribution) of the AGC of Ohio Building Agreement of 2007-2010. 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 on May 1, 2010 and thereafter.

Accepted by:

[Signature]
Signature

4-26-10
Date

Title: Business Manager

[Signature]
Signature

6/7/10 D.M.
Date

Title: Executive

[Signature]
Signature

5-27-10
Date

Title: President