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building contract agreement
between Laborers' Locals #125 and #935
and The Builders Association of
Eastern Ohio and Western Pennsylvania,
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**Laborers-Employers Cooperation and Education Trust
152 Dorchester Sq • Westerville, Ohio 43081**

BUILDING AGREEMENT

2025- 2028

Between
LABORERS' LOCAL 125
YOUNGSTOWN, OHIO
LABORERS' LOCAL 935
WARREN, OHIO
Laborers' District Council of Ohio
Laborers' International Union
of North America, AFL-CIO



and
The Builders Association of Eastern
Ohio and Western Pennsylvania
(BAEOWPA)

June 1, 2025 through May 31, 2028



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AGREEMENT PREAMBLE

This Agreement is entered into by and between The Builders Association of Eastern Ohio and Western Pennsylvania, hereinafter called the **“Employer,”** the Laborers’ District Council of Ohio, and the Laborers’ International Union of North America Locals No. 125 of Mahoning County, Ohio, and No. 935 of Trumbull County, Ohio, hereinafter called the **“Union.”** The term **“Employer”** shall be construed to include not only The Builders Association of Eastern Ohio and Western Pennsylvania but also each member of the Association and any other non-member contractor who has agreed to be bound by this Agreement and shall assign work in accordance with the jurisdictions of these Local Unions’ Building Agreement.

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

ARTICLE I WORK POLICY

Section A. The Employer and Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work. There shall be no restrictions as to use of any machinery or tools, providing they meet all safety requirements.

Section B. No limitations shall be placed upon the amount of work which any employee shall perform during the working day, nor shall there be any restrictions against the use of any materials raw or manufactured, except prison-made materials. Each employee shall perform a fair and honest day's work. Each Employer shall treat his Laborers with fair and honest consideration.

ARTICLE II UNION SECURITY

Section A. All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the seventh (7th) day following the dates of their employment, or the effective date of this Agreement, whichever is later. The Union will request the Employer to discharge any employee who does not comply with this Section.

ARTICLE III PRE-JOB CONFERENCE

Section A. It is agreed that a pre-job conference will be held at least 5 days before any work is started on any contract that the Employer has been given. If any Employer starts work, it is not a violation of this Agreement for the Local Union to withhold its Laborers until a conference has been held. The Conference shall be at a location mutually agreeable. It is agreed that Safety meetings will be discussed at the pre-job meeting and held in accordance with those discussions and the OSHA requirements.

Section B. All non-resident Employers and chronically delinquent Employers, employing members of the Union agree to post a surety bond of twenty-five thousand (\$25,000) dollars with the Laborer Local having jurisdiction. This surety bond will secure the payment of the Employer of all payroll and fringe benefits due employees and the Construction Advancement Program.

ARTICLE IV SUB-CONTRACTING CLAUSE

Section A. Any Employer who sublets any of his work which is performed by the craft named in this Agreement must sublet same subject to the wages, hours, working conditions and Union Security called for in this Agreement.

The Employer agrees to include the above in his Agreement with the sub-contractor. The sub-contractor shall also have a pre-job conference under the same terms as the General Contractor.

ARTICLE V PROCUREMENT OF LABOR

Section A. All members of The Builders Association of Eastern Ohio and Western Pennsylvania and all others signatory to this Agreement further agree to hire employees from the local unions having jurisdiction in the county where work is performed, when available, providing such available employees possess the skills required by the Employer. Should the Employer deem it necessary to hire other than available employees from the local union, the Employer shall notify the Union prior to such employment. The Employer agrees to have said employee join the local union in accordance with the by-laws and standing rules thereof within seven (7) days as specified under the Union Security Clause contained herein and in accordance with the provisions of all applicable local, state and federal laws.

Notwithstanding the foregoing, subsequent to the Union notifying the Employer, no Employer shall employ any person as a journey worker under this agreement, and no Union(s) shall initiate any person who enters but fails to maintain and complete his or her apprenticeship, as determined by the JATC, for the duration of the time period under his or her apprenticeship period.

ARTICLE VI

RECOGNITION AND JURISDICTION

Section A. The International Union has jurisdiction in the following and over such other work as it shall hereafter acquire. The Employer hereby recognizes the Unions as the sole and exclusive bargaining agent for all employees doing work in both Mahoning and Trumbull Counties as hereinafter set forth in this Agreement.

TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts and mixing, handling and conveying of all materials, including grout, used by masons, plasterers, carpenters and other building and construction crafts whether done by hand or by any other process; drying of plastering when done by salamander heat and cleaning of all debris.

SCAFFOLDING: Building and dismantling of scaffolding and staging for masons and plasterers.

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

CONCRETE: Concrete for walls, foundations, floors or for any other construction; mixing, handling, conveying,

pouring, vibrating, guniting and otherwise applying concrete whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes.

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

TUNNELS, SUBWAYS & SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls and airports.

UNDERPINNING & SHORING: Shoring, underpinning, raising and moving of all structures.

DRILLING & BLASTING: All work of drill running, jackhammering and blasting; operating of all pumps under four inches.

CLASSIFICATION REGARDING CATHODIC PROTECTION INSTALLATIONS: This group will include all construction and demolition work in conjunction with cathodic protection including, but not limited to, all testing, welding, cleaning (by any mode or method), drilling of holes, installation of anchors and electrical wire, mounting of rectifiers, running conduit and pulling wires to connect to DC side of rectifier. Installation of conductive paste, spray or roll-on of all necessary coatings or paint; installing anodes and conductive gels. Loading, unloading, transporting, handling, sizing, fitting and placement of all materials as well as operating any and all necessary equipment for same.

COMPRESSED AIR: All work in compressed air construction.

SIGNAL MEN: Signal Men in all construction work defined herein.

GENERAL EXCAVATING & GRADING: The clearing, excavating, filling, backfilling, grading, fence installation and landscaping of all sites for all purposes and all semi and unskilled labor connected therewith.

FACTORIES: Laborers in factories and mills; including all cleaning, deep cleaning, final cleaning, steam cleaning and sand or water blasting.

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

PITS, YARDS & QUARRIES: All drillers, blasters, signal men, and Laborers in quarries, crushed stone yards, and gravel and sand pits.

WRECKING: The wrecking of buildings and all structures.

WATCHMAN: Flagman, Garbage and Debris Handlers and Dumpman.

POWERED INDUSTRIAL TRUCKS: The driving of skidsteers, forklifts, rough terrain forklifts, walk behind loaders and concrete busters, aerial lifts, and sitting or standing hydraulic power buggies when doing Laborers' work.

MATERIALS: Materials unloaded outside of the building line such as sand, lime, terra cotta, tile, brick, cement, lumber or any other building materials used in the construction of a building used by Bricklayers, Stone Masons, Fireproofers, Carpenters, or any other mechanic, whether wheeled, carried, or through a chute or any other conveyance, shall be placed inside by employees subject to this Agreement. It is further agreed that a sufficient number of Carpenter Tenders will be employed to uphold the jurisdiction covered by this Local Union Building Agreement.

JURISDICTION ASBESTOS, LEAD AND HAZARDOUS WASTE REMOVAL: The removal, abatement, encapsulation of asbestos, lead and/or toxic and hazardous waste or materials within the Laborers' jurisdiction shall include the following:

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

Clean Rooms: Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors. All Laborers maintain and clean all "clean rooms" on battery, chip, car plants, industrial plants and mail rooms.

ARTICLE VII CLASSIFICATIONS AND WAGE RATES

JUNE 1, 2025

Group No. 1 - \$32.39

Building and Construction and Laborer; Asphalt Paving; Railroad Labor Construction; Clean Rooms, Carpenter Tenders, Asbestos Removal (see Addendum B).

Mortar Mixer (hand or machine); Mason Tender; Jack Hammer Operator; all machine driven tools electric, gas or air and operation of all pumps under 4", spikers; all Laborers working in concrete such as pouring, puddling, raking and conveying; all scaffold help, scrap iron burning.

Hod carrier, Rough Terrain Forklift Driver when tending masons; all work done by Laborers 7ft. or more in depth.

Laborers (except jack hammer) working on repair of blast furnaces or coke plant and auxiliary facilities. Jack Hammer Operator in trench or shaft 7ft. or more in depth; Concrete Buster; pipe layers; powder and dynamite; Jack Hammer on blast furnace or coke plant and auxiliary facilities.

Wrench Laborer; miner – air tool; guniting and sandblasting, pump-crete operation; Build Up Rates – Blast Furnace; Ram Tight; Bellman and Hook-up Man; Lancing Blast Furnace.

Group No. 2 - \$32.75

Hazardous Waste – Level A

Hazardous Waste – Level B

Hazardous Waste – Level C

Hazardous Waste – Level D

Group No. 3 - \$23.59

Laborers performing residential building construction on four stories or less.

The following wage increases are scheduled and may be diverted in whole or in part to fringe-benefit programs:

June 1, 2026 \$2.25 per hour increase

June 1, 2027 \$2.25 per hour increase

Foreman - Foreman receives \$1.00 per hour above the rate he is supervising.

ARTICLE VIII APPRENTICESHIP RULES

Section A.

(1) The Association and the Union hereby adopt an apprenticeship program to be administered by the Ohio Laborers' Training and Apprenticeship Fund (formerly, Ohio Laborers' Training and Upgrading Fund) ("Fund") which will establish a program for the training and utilization of registered apprentices on construction sites. The program and contributions to it shall be in compliance with the Labor Management Relations Act and the federal and state requirements for approved apprenticeship programs. The trust agreement provisions and the rules for eligibility and regulations created by the Trustees overseeing the Laborers' Training and Apprenticeship Fund are incorporated by reference and will be made available upon request by any contributing Employer.

(2) All registered apprentices shall be under the direction and control of the Board of Trustees of the Laborers' Training and Apprenticeship Trust Fund, which will administer the Apprenticeship Program and serve as the Joint Training and Apprenticeship Committee ("JTAC"), with full power and authority to promulgate standards of apprenticeship applicable to this Agreement.

(3) The Employer contribution to the amended Fund shall remain unchanged and be in the amount of contributions required for the Fund set forth in the Agreement.

(4) The ratio of apprentices to Laborers shall be no less than one competent and qualified Laborer to one apprentice for the first apprentice on the job, and four competent and qualified Laborers to one apprentice thereafter. There shall be no commingling of apprentices onto one or more specific jobsites, as the ratio must be maintained for each project.

(5) Every employee of an Employer who comes within the scope of the Agreement shall be considered a Laborer unless registered as an apprentice under the Laborers' Training and Apprenticeship Fund.

(6) Apprentices shall work under the supervision of competent and qualified workers on the job. Instruction in safety and safe work practices will be part of job instruction, in addition to that included in related off-job instruction.

(7) Any person entering but failing to maintain and complete his or her apprenticeship, as determined by the JTAC shall not be employed by the Employer as a journeyworker under this Agreement for the duration of the remaining apprenticeship period.

(8) The amount of wages to be paid to the apprentice shall be at a percentage or graduated wage scale of the Laborer for the class of work and work location set forth in the Agreement, as follows:

Apprenticeship Hours Accumulated	Percent of Wage Scale
0 – 1000	65 Percent
1001 – 2000	75 Percent
2001 – 3000	80 Percent
3001 – 4000	90 Percent

The above percentages are calculated on the base wage rate only. The apprentice shall receive full payment on his or her behalf into the fringe benefit programs at the rate called for in the Agreement. In no instance shall the starting rate be less than the hourly minimum of the Fair Labor Standards Act.

(9) The Ohio Laborers' Training and Apprenticeship Trust Fund shall formulate rules and regulations necessary to administer the apprenticeship program to govern eligibility, registration and education to meet the needs and requirements of the program and in compliance with federal and state apprentice guidelines. The purpose of the program is to supply apprentices to Employers signatory to the Agreement and the program will require apprentices trained under the program to continue in the employ of signatory contractors during and after completion of the program. Any registered apprentice who goes to work for a non-signatory Employer shall no longer be eligible for the program and shall repay to the Ohio Laborers' Training and Apprenticeship Fund the cost of any schooling or training in an amount established by the Fund. The cost of training shall be repaid to the Fund if the individual who completes apprentice training goes to work for a non-signatory contractor within the number of years following completion of training as established by the Ohio Laborers' Training and Apprenticeship Trust Fund.

(10) A signatory Employer to this Agreement may refer applicants to the Ohio Laborers' Training and Apprenticeship Trust Fund for proposed inclusion in the apprentice program, provided it has no registered apprentice on layoff. Unless and until accepted, the referred applicant shall not be eligible for an apprentice rate.

(11) A signatory Employer may request the local union having jurisdiction over the work area covered by the specific project for apprentice referrals who, if referred, will serve as the employee hired through the local union.

ARTICLE IX

DEDUCTIONS AND WITHHOLDING REMISSION

Section A. Hard Dollar Political Contributions

Employees may voluntarily contribute, by payroll deduction, to the Laborers' International Union of North America PAC ("LIUNA PAC") and Laborers' District Council of Ohio PAC ("LDCO PAC"). The Contractor shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The Contractor shall remit contributions of each employee by the 15th of the month following the month for which contributions were deducted, to the Ohio Laborers Benefits, P.O. Box 790, Westerville, OH 43081, or other collecting agent designated by the Laborers' District Council of Ohio, together with an accurate list of employees from whose wages said contributions were deducted and

the amounts applicable to each employee. If the Contractor elects to submit a separate check for contributions, then it shall issue a check for the amount of the contributions made payable to Laborers' District Council of Ohio PAC, together with the above list and amount information. The parties agree that the Contractor's expenses of administering the deductions for contributions were factored into the overall economic provisions of this Agreement.

Section B. The following payments provided for in other Articles in this Agreement shall be made by each and every Contractor to the local union with geographical jurisdiction covering the work performed and/or the Ohio Laborers Benefits. Payments made for dues deductions, local building funds, United Way, and Act Ohio Dues shall be delivered to the applicable Local Union. All other payments shall be delivered, as otherwise provided for in this Agreement and all relevant Trust Agreements to the Ohio Laborers Benefits at P.O. Box 790, Westerville, Ohio 43081.

- (1) Dues deductions as authorized.
- (2) Health and Welfare Fund contributions at \$8.60 per hour worked effective. (company)
- (3) Pension contributions at \$4.45 per hour worked. (company)
- (4) Training and Apprenticeship at \$.40 per hour worked. (company)
- (5) Construction Advancement Program contributions at \$.24 per hour worked. (company)
- (6) Employer United Way contribution at one cent (\$.01) per hour worked. (company)
- (7) Ohio Laborers Annuity Fund Contribution \$1.00 per hour worked. (company)

(8) Laborers-Employers Cooperation and Education Trust at ten cents (\$.10) per hour worked. (company)

(9) Local 125 Employee deduction of United Way contribution at one cent (\$.01) per hour worked by authorization. (employee)

(10) Local 935 Employee deduction of United Way contribution at one cent (\$.01) per hour worked by authorization. (employee)

(11) Local 125 Building Fund deduction at \$.15 per hour worked. (employee)

(12) Local 935 Building Fund deduction at \$.15 per hour worked. (employee)

(13) ACT Ohio Per Capita: (\$.07) per hour worked to be an employee deduction paid to the Local Union to be remitted to Act Ohio. (employee)

(14) All other categories of payments to be delivered to the OLB as indicated on the Employer's Report of Contribution Form as presently exists or hereafter amended.

(15) Four per cent (4%) of gross wages and benefits for working dues assessments. (employee)

(16) Effective May 1, 2015 thirty-five cents (\$.35) for every hour worked for District Council Dues Assessment. (employee)

ARTICLE X

WORKING RULES & CONDITIONS

Section A. No person shall interfere with employees during working hours. The official business manager or representative of the Union may consult with the steward, foreman or

superintendent. He shall have the right to inspect all jobs for the safety of his members, and should he find violations of safety requirements he shall call such violations to the attention of the job foreman or superintendent. Both parties agree they will operate all projects on a union shop basis subject to ratification by the election of the employees in accordance with the Labor-Management Relations Act of 1947.

Section B. The Employer shall provide a suitable shelter house sufficiently large enough to accommodate all Laborers where they may dress, keep their clothes and eat their lunch. The shelter house shall be heated, kept clean, void of tools and building supplies and made comfortable to a reasonable degree. Any applicable wearing apparel destroyed by fire or theft due to forcible entry shall be replaced by the Employer.

Section C. The Employer shall furnish all the necessary equipment for the Laborers to work with, including such items as boots, rain coats, rain hats and goggles which are necessary to operate the job during inclement weather. All of the wearing apparel shall be charged to the employee who has received same, and shall be turned back to the superintendent of the job before receiving his termination pay. All such equipment shall be left on the job at all times. Rubber gloves shall be furnished where Laborers are using acid or detergent for cleaning and when working in conditions which cause ordinary gloves to become wet.

Section D. Tool Checkers, for all jobs needing such, shall be members of the Laborers' Locals.

Section E. When Laborers are tending Cement Masons and overtime becomes necessary, the Laborers shall be kept on the job to perform all the work which is normally performed by the Laborers.

Section F. Employees shall be allowed sufficient time to pick up tools, clean and put them away and to be at the entrance gate, or leave the job site, by regular quitting time.

Section G. The Employer shall provide adequate sanitary facilities on all jobs. The Employer shall furnish suitable drinking facilities at all times. Cold drinking water shall be furnished on all jobs within one (1) hour after starting time. Ice water will be provided from April through October 31.

Section H. Coffee breaks are permitted at the work station. If it is not possible to be taken at the work station, the foreman and steward shall agree to other arrangements. If they are unable to agree, the Builders Association and Business Agent shall be notified. Coffee breaks shall not exceed ten minutes per shift.

Section I. Demolition is defined as the complete or partial removal of structures and/or their component parts.

(1.) Stationary scaffolding and manlifts over 40 feet shall constitute hazardous work and shall be paid for at a premium of ten cents (\$0.10) per hour over the classification the Laborer is working.

(2.) Any swinging scaffold and all work on structural components 25 feet or higher from the ground, base or floor level without the use of stationary scaffolding shall constitute hazardous work and shall be paid at a premium of forty cents (\$0.40) per hour over the classification the Laborer is working.

Section J. The use of personal pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices will be cause for one written or verbal reprimand; a second occurrence shall be cause for another written or verbal reprimand, and a third occurrence shall be cause for discipline up to and including discharge.

ARTICLE XI

MILL MAINTENANCE AND MILL CONSTRUCTION

Section A. If the prime objective of a job is the removal of fire brick, then this work will come under the firebrick classification. If the prime objective of a job is the removal of slag, then this work will come under the cracking of skulls and therefore will be considered mill maintenance work.

Section B. Mill Maintenance Work:

Cleaning of cooler plates	Cleaning sewers
Road Maintenance	Cracking skulls
Repairing and replacing track	Dredging
Unloading material for storage	Cleaning-up
Fire Watch & Safety	

Overtime on above work:

Time and one-half on weekdays and Saturdays Double-time on Sundays and holidays

Section C.

Tear-out work covered by Fire Brick Classifications.

This work consists of building-up and tearing-down of fire brick on or in such jobs or units as stacks, blast furnaces, coke ovens, stoves and coal tipples.

The Union agrees to furnish to the Employer upon request a sufficient amount of Laborers upon 8 hour's notice to man 3 consecutive 8- hour shifts.

Locals No. 125 and 935 shall be notified 4 hours prior to the completion of the tear-out. At the end of this period, the work shall revert to mill maintenance. This paragraph also applies to build-up.

Section D. Mill Maintenance and Mill Construction Shift Work

1. Normal Shift Work

(a.) FIRST SHIFT

Monday-Friday: First shift shall run from 8:00 a.m. to 4:30 p.m. Employees will be on the job for a total of 8.5 hours. Employees shall be paid for 8 hours with a .5 hour unpaid lunch.

Saturday: Employees working on a Saturday shall be paid at 1.5 times his or her rate of pay for any and all hours worked on a Saturday.

Sunday & Holiday: Employees working on a Sunday or holiday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Sunday or holiday.

(b.) SECOND SHIFT

Monday-Friday: Second shift shall run from 4:30 p.m. to 12:00 a.m. Employees will be on the job for a total of 7.5 hours. Employees shall be paid for 8 hours and receive a .5 hour unpaid lunch.

Saturday: Employees working on a Saturday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Saturday.

Sunday & Holidays: Employees working on a Sunday or holiday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Sunday or holiday.

(c.) THIRD SHIFT

Monday-Friday: Third shift shall run from 12:00 a.m. to 8:00 a.m. Employees will be on the job for a total of 8.0 hours. Employees shall be paid for 8.5 hours and receive a .5 hour unpaid lunch. The additional .5 hours of paid time on Third Shift shall be paid at 1.5 times the employee's rate of pay.

Saturday: Employees working on a Saturday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Saturday.

Sunday & Holidays: Employees working on a Sunday or holiday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Sunday or holiday.

(d.) In addition to the foregoing, Employees working the shifts above shall receive two (2) paid 15-minute breaks during their shift. These breaks may not be combined with either the employees' lunch period or the other paid break.

(e.) The second and third shifts shall work Friday at straight time rate in order to complete a full five-day week.

(f.) Any and all shift work performed on Saturdays prior to 4:30 p.m. shall be paid time and one-half the regular rate of pay. Sundays and holidays shall be paid at double the regular rate of pay.

2. Ten Hour Shifts

Instead of the eight hour shift schedule defined above, the Employer may utilize a Four-Day, Ten-Hour Shift Work. In order to implement such shift work, the Employer must notify both the Union and the Employees no later than Wednesday of the week prior to the start of the four-ten hour shifts. The Four, Ten Hour Shifts permitted by this Section shall run from Monday through Thursday and Employees shall be compensated as described below

(a.) FIRST SHIFT _____

Monday-Thursday: Employees will be on the job for a total of 10 hours. Employees shall be paid for 11 hours and receive a .5 hour unpaid lunch.

(b.) SECOND SHIFT _____

Monday-Thursday: Employees will be on the job for a total of 10 hours. Employees shall be paid for 11 hours and receive a .5 hour unpaid lunch.

(c.) FRIDAY _____

Employees working on a Friday shall be paid at 1.5 times his or her rate of pay for any and all hours worked on a Friday.

(d.) SATURDAY _____

Employees working on a Saturday shall be paid at 2 times his or her rate of pay for any and all hours worked on a Saturday.

(e.) SUNDAY AND HOLIDAYS _____

Employees working on a Sunday or holiday shall be paid at 2.5 times his or her rate of pay for any and all hours worked on a Sunday or holiday.

- (f.) In addition to the foregoing, Employees working the shifts above shall receive three (3) paid 15-minute breaks during their shift. These breaks may not be combined with either the employees' lunch period or the other paid breaks.
- (g.) A contractor utilizing a four day, ten-hour schedule, shall have the opportunity to utilize Friday as a voluntary make up day in lieu of Saturdays, but all other requirements in Article XVII, Section B shall remain in full force and effect.

Section 3. Twelve Hour Shifts

Instead of the eight hour shift or four-ten hour shift schedules defined above, the Employer may utilize a Twelve (12) Hour Shift Work. In order to implement such shift work, the Employer must notify both the Union and the Employees no later than the Wednesday of the week prior to the start of the Twelve (12) hour shifts.

(a.) FIRST SHIFT

Employees will be on the job for a total of 12 hours. Employees shall be paid for 13.25 hours and receive a .5 hour unpaid lunch.

(b) SECOND SHIFT

Employees will be on the job for a total of 12 hours. Employees shall be paid for 13.25 hours and receive a .5 hour unpaid lunch.

(c) SATURDAY

Employees working on a Saturday shall be paid at 2.5 times his or her rate of pay for any and all hours worked on a Saturday.

(d.) SUNDAY AND HOLIDAYS _____

Employees working on a Sunday or holiday shall be paid at 3 times his or her rate of pay for any and all hours worked on a Sunday or holiday.

(e.) In addition to the foregoing, Employees working the shifts above shall receive four (4) paid 15-minute breaks during their shift. These breaks may not be combined with either the employees' lunch period or the other paid breaks.

Section 4. Relief From Duty During Lunch Breaks

It is understood that all employees on unpaid lunch shall be completely relieved from duty for the entire .5 hours. In the event that an employee is not fully relieved from duty for the total .5 hour lunch period, that employee must be compensated for the full .5 hours, and any and all additional payment obligations, including but not limited to overtime payments, shall be paid to and on behalf of that employee.

**ARTICLE XII
KEY MAN**

Non - Resident Employers

The parties agree that the first man employed by the non-resident Employer may be at his discretion the foreman. After at least seven (7) men have been furnished by the Union where the work is to be performed, the Employer may hire a second key man.

A non-resident Employer shall be defined as an Employer whose principal place of business is located outside of the geographical jurisdiction of Mahoning and Trumbull Counties.

Resident Employers

The first man employed by a resident Employer may be at his discretion the foreman. The next two employees will come from the local union that has geographical jurisdiction. The remaining employees may come from the Employer at his discretion until the Employer exhausts all of his employees. After that, new hires shall come from the local union that has geographical jurisdiction.

ARTICLE XIII SAFETY

It is the Employer's responsibility to see that all working conditions comply with the Occupational Safety and Health Act (OSHA) and the state safety code of Ohio and requirements of the Environmental Protection Agency. The Union will cooperate in achieving job safety and will so instruct its stewards and members. If an employee feels that an unsafe condition exists on the job, he shall report it immediately to his steward, who shall take the appropriate steps to correct the condition. If the foreman does not concur, the matter shall be taken up by the business manager and the Employer in an attempt to resolve any differences.

When an employee is injured on the job, the Employer, in conjunction with the steward, shall take charge of the employee and see that he is given first-aid and, if seriously injured, taken to the hospital or his place of residence. The Employer, in conjunction with the steward, shall see that the employee's tools, clothing, and car are made safe and returned to the injured employee's place of residence. The injured employee or employees shall be paid for the remainder of the workday, in event he is unable to return to work during that day. The injured employee or employees upon returning to work shall submit to the Employer or his representative a statement from the hospital or attending physician where treatment was rendered. This statement will document the extent of the injuries which prevented the employee or employees from returning to work, and also his time of

release from the hospital or attending physician's office. The steward shall not suffer any loss of time while tending an injured employee or employees.

ARTICLE XIV DRUG & ALCOHOL SAFETY TRAINING POLICY

The Employer and the Union recognize the problems that illegal drug and alcohol abuse have created within the Construction Industry and agree to work towards maintaining a safe workplace free of illegal drugs and alcohol.

Employers may establish a Drug and Alcohol Program that meets the standards of a program up to a Level 3 program as defined by the BWC.

ARTICLE XV PAY DAY / REPORTING PAY / OTHER TERMS OF PAYMENT

Section A. Pay Days

(1) Laborers shall be paid in U.S. currency, direct deposit or check on each Friday before quitting time. In the event the Employer utilizes direct deposit, direct deposit slips with the following information will be given to the employees:

- a. Total hours worked
- b. Overtime hours (premium hours)
- c. Gross Pay
- d. All deductions listed

The Contractor has the authority to implement direct deposit for payroll. However, accommodations will be made for the Employees with no bank accounts and no cost will be borne by those employees. In no event shall the Contractor delay payment past each Friday before quitting time for any such employees with no bank accounts. Any time an Employee does not receive his pay on Friday before quitting time, through no fault of his own, the Contractor shall be

responsible to pay that employee a sum of \$50.00 per day for each day continuing thereafter until the Employee receives his pay.

(2) Employees shall be paid in full when laid-off. If possible, all employees to be laid-off should be given notice not less than one (1) hour before quitting time. An employee will get paid straight time for all time waiting, for normal scheduled work hours, until the paycheck is received. For every day waiting, the employee will get paid eight (8) hours wages at straight time.

(3) Employees leaving the job of their own volition shall receive their pay on the next pay day.

(4) When a job is not working on pay day, employees on such job shall be paid by 11:00 a.m. of that day.

(5) The Employer agrees to furnish all employees at time of payment with a pay stub which shall contain the Employer's name and address, the employee's name, the hours worked, the total amount earned, and deductions for Social Security tax, withholding taxes, dues, savings plan, city income taxes and other authorized or required deductions.

Section B. Any Employer who requires a Laborer to work through his lunch period shall pay for a half-hour lunch period at time and one half the regular rate. If an employee works through his lunch period, he shall not be deprived of a one half-hour (1/2 hour) lunch period.

Section C. Any employee, working a semi-skilled classification for at least four hours, will be paid the full day at that classified rate.

Section D. There shall be no traveling time allowed in connection with employment within the confines of Trumbull and Mahoning Counties except when Laborers are moved from job-to-job or shop-to-job during working hours.

ARTICLE XVI
HOURS / SHIFT WORK / OVERTIME / HOLIDAY-
BUILDING CONSTRUCTION

When one shift is worked, eight (8) hours of continuous employment, except for lunch periods, shall constitute a day's work and five (5) days for forty (40) hours shall constitute a regular week's work.

When two (2) shifts are worked, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.

When three (3) shifts are worked, eight (8) hours shall constitute a day's work for the first shift; seven and one half (7-1/2) hours with eight (8) hours pay shall constitute the second shift; and seven (7) hours work with eight (8) hours pay shall constitute the third shift.

Forty (40) hours shall constitute a week's work. The work week shall commence on Monday a.m. and shall end on Friday p.m. All work performed by an employee in excess of eight (8) hours in any one day, or over forty (40) hours in any one week, or on Saturday, shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

A five (5) day work week Monday through Friday of eight (8) hours per day with Saturday as a voluntary make-up day due to inclement weather only at straight-time rate of pay may be utilized on all projects provided that it is not a violation of federal or state laws or regulations. Each Contractor shall elect same on each project and agrees that the Union shall be given notification forty-eight (48) hours in advance of any change. Such change shall continue for no less than five (5) working days unless approval is granted by the Union.

In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled.

The Employer shall not discriminate against any employee in any manner because the employee refuses to work a make-up day. In the event the Joint Arbitration Board finds an Employer has discriminated against an employee for refusing to work a make-up day, the concerned Employer will not be permitted to work a make-up day for the remainder of the Agreement.

A Contractor has the option of scheduling a four (4) day, ten (10) hour week at straight-time rates. A Contractor scheduling a ten (10) hour, four (4) day week, shall notify the Local Union and employees in whose territorial area the project is located by Wednesday of the week before the change in schedule. Friday and/or Saturday will be voluntary make-up days at straight time due to inclement weather only. In order for an Employer to utilize Saturday as a make-up day, Friday must first be worked as a make day, if available. Employees reporting to work on Friday as a make-up day shall be scheduled for no less than eight (8) hours.

Time and one half (1-1/2) shall be paid for all work in excess of ten (10) hours per day and for Saturday work. Employees not receiving forty (40) hours shall receive time and one half (1-1/2) after 10 hours of work per day.

Employees shall not be required to work more than five (5) hours without one half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one half (1/2) hour meal period, they shall receive one half (1/2) hour pay at the overtime rate. Mealtime may be staggered to meet job requirements.

Where project owners establish specifications or requirements that limit the days or hours in which work may be performed, or for safety reasons, the Contractor, after advance notice to the Union, may start the workweek after 6:00pm on Sunday at straight-time rates. In applying the schedule, Sunday, P.M. will be considered Monday; the following Friday will be considered

Saturday, (paid at time and one-half) and Saturday will be considered Sunday (paid at the double time). All premium pay provisions will apply for the sixth and seventh days as to Saturday and Sunday respectively. This schedule shall be applied by the week.

When Laborers are complementing other trades on premium and/or overtime work, they shall be compensated on the same overtime and/or premium conditions as the trade they are complementing.

For all time worked on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, employees shall be paid at a rate of two (2) times the regular rate of pay. When Christmas Day falls on a weekday, a Laborer shall receive a full day's pay for four (4) working hours the day before the holiday.

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

If any of the holidays mentioned above fall on Sunday, they shall be observed on the Monday following. If any holidays mentioned above fall on Saturday, they are not observed except when you are working that Saturday.

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

ARTICLE XVII

SENIORITY 125

Section A. Length of seniority shall govern all lay-offs and promotions, provided the employee's skills enable him to do the remaining work.

When Laborers are laid off for lack of work they shall be called back to that job in the same order in which they were originally hired. The Laborers in question must report back to work upon notification or no later than 48 hours after the Laborer and the Union have been notified.

Seniority shall be interpreted in length of time in employment of the company when working under the jurisdiction of this Agreement. Employees who have been working for a company one (1) year or more shall not lose their seniority provided work is not available.

Employees with less than one (1) year of employment with a company shall lose their seniority after 30 calendar days following their lay-off.

If an employee is fired for just cause or quits, his seniority shall be terminated immediately.

ARTICLE XVIII

SENIORITY 935

Section A. Length of seniority shall govern all lay-offs when Laborers are being laid off for lack of work. Seniority shall be interpreted in length of time in employment of the firm in Trumbull County and is to be based on the physical fitness and competence to perform the work at hand. When Laborers are laid off for lack of work, they will be called back in the same manner in which they were hired; this provision will be in effect for a period of thirty days after the lay-off, and the

Laborer in question must report back to work on notification, or no later than 48 hours after the local has been notified. If he does not report he will no longer be eligible for call back. The Contractor will have the right to call or transfer employees that are working or have worked previously from job-to-job, without regard to the above paragraph on lay-off.

ARTICLE XIX STEWARDS

Section A. At the Business Manager's discretion there shall be a steward on all jobs. He shall be under the supervision of the Business Agent on all matters pertaining to the Union. It shall be the duty of the steward to report any unsafe conditions pertaining to the Laborers to the Labor Foreman or Job Superintendent.

Section B. At the option of the Business Manager the first employee called from the Union Hall may be appointed steward.

Section C. All new employees are to report to the steward before going to work. Stewards shall take the necessary time each day to check his Laborers and the conditions of the job.

Section D. No steward is to be discharged for the performance of his duties. The business agent or his office shall be notified 24 hours in advance when a steward is to be discharged.

Section E. When lay-off's are to be made, if possible the steward shall be notified not later than noon of the day of the lay-off and advised as to the names of the Laborers whose employment are to be terminated.

Section F. On all jobs on which four or more employees are working, the steward shall have one hour each Friday to

report to his local union labor hall. On jobs where less than four employees are working, the steward shall be allowed one-half hour to report to his local union labor hall. The steward shall also prepare and submit to the Union a roster of the employees on the job together with the amount of hours worked by them. If a job works overtime, the Employer shall notify the steward at the Union hall and the steward may return to work and shall be paid overtime for all hours worked thereafter.

Section G. It is agreed that when overtime is worked with two Laborers or more, the steward shall be the second Laborer.

Section H. The duly authorized representative of the Union shall be permitted to visit jobs during working hours and interview the stewards, foremen, and superintendents. All contractors must permit the Business Manager or his assistant to inspect all jobs for the safety of the employees and compliance of this Agreement.

ARTICLE XX FOREMEN

If, in the opinion of the Contractor, a foreman is necessary to direct and supervise the Laborers working within their jurisdiction, the foreman shall be a Laborer from the Local having said jurisdiction.

Foremen shall receive one dollar (\$1.00) above the highest Laborer classification under his supervision.

ARTICLE XXI NON-COMPETITIVE WORK

There are specific jobs within the scope of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In

such cases, adjustments may be made in accordance with recognized principles agreed to during negotiations. On jobs where non-union competition is involved, the Union will meet with the Association to discuss possible methods of making signatory contractors competitive.

ARTICLE XXII ARBITRATION

Section A. Grievances or disputes of the Employer or the Union, arising out of the interpretation, application or enforcement of this Agreement, except jurisdictional disputes, shall be settled between the Employer directly involved and the authorized representative of the Union, if possible. An Employer may have a representative of the Builders Association present to act as his agent in any joint discussion pertaining to the matter. Such dispute should be reported within 120 hours.

Section B. Grievances or disputes not settled as provided in Section A shall be submitted in writing by either party to a Joint Arbitration Board within 72 hours.

Section C. The Joint Arbitration Board shall consist of three (3) members appointed by the Builders Association and three (3) members appointed by the Union, which will comprise a six (6) member Joint Arbitration Board.

Section D. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and Secretary shall be permitted to cast a vote. The Chairman shall conduct the meetings of the Joint Arbitration Board in a fair and objective manner. The Secretary is responsible

for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

Section E. In the event that a grievance or dispute does arise and is then brought to the Board's attention, the Board shall be called into session within 48 hours (exclusive of Saturday's, Sunday's and holidays) of the call or notification. If either party fails to hold the meeting within 48 hours after receipt of a request, the moving party may request a panel of arbitrators from the Federal Mediation and Conciliation Service and proceed to arbitration before an impartial arbitrator. There shall be no stoppage of work during arbitration.

Section F. Decisions of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to this Agreement.

Section G. In the event the Joint Arbitration Board deadlocks or fails to reach a decision within five (5) days, a joint request shall be made to the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators to each of the parties, from which list the parties will select a sole, qualified arbitrator. Within five (5) days after receipt of such a list the parties shall meet to select the arbitrator, and proceeding by lot shall alternately strike names from the list of arbitrators until but one name remains. The name of the person last remaining shall be deemed acceptable to both parties and shall serve as the arbitrator to hear and decide the dispute which has been certified to arbitration.

Section H. The arbitrator shall convene a hearing promptly, shall give both parties opportunity to present evidence and argument, and shall render a decision as soon as practicable.

Section I. All decisions rendered by the impartial arbitrator shall be in writing and shall be final and binding on the Employer, the Association, the Union, and all employees concerned.

Section J. All expenses incurred by either the Joint Arbitration Board or the impartial arbitrator, or both, shall be shared equally by the parties concerned.

Section K. Pending consideration by the Joint Arbitration Board or the impartial arbitrator as provided in the foregoing, it is expressly understood and agreed that there shall be no strikes or lockouts or stoppage of work of any kind ordered or permitted against any of the parties to this Agreement.

Section L. It is expressly understood that nothing in this Agreement shall prevent the Builders Association, on its own initiative, from submitting any grievance or dispute on its behalf or on behalf of any of its members for determination by the Joint Arbitration Board or the impartial arbitrator, as provided herein.

Section M. For the mutual benefit of all concerned and to preserve the useful function of these procedures for those cases where it is most needed, all parties who may have a grievance or dispute are urged to make every diligent and reasonable effort to resolve the grievance or dispute without the use of the Joint Arbitration Board or the impartial arbitrator.

Section N. It is expressly understood that neither the Joint Arbitration Board or the impartial arbitrator shall be empowered to conduct negotiations for a new agreement, make changes in the wage scale or make any determinations or decisions of any nature pertaining to jurisdictional disputes.

ARTICLE XXIII

BONDS - INSURANCE – MISCELLANEOUS

Section A. It is further agreed by and between the parties hereto that to insure the orderly process of all fringe benefit programs and wages included in this Agreement, all new, unknown or previously delinquent Employers shall be required with the execution of this Agreement to post a surety bond or certified check in the amount of \$25,000 to secure payment required for all such funds, plans or wages in the event the Employer completes his work in the area prior to the accounting of all hours worked. When an employer becomes delinquent and the delinquency exceeds the level of the bond, the Union may remove the employer's man power until the issue is resolved.

Section B. Each member of the Employer agrees to carry State of Ohio Workers' Compensation Insurance, Unemployment Insurance and Social Security covering all employees who are employed by each member and each party of the second part shall not knowingly accept employment from the Employers who are not carrying Workers' Compensation Insurance, Unemployment Compensation Insurance and Social Security. All Employers shall deduct income taxes for the various governmental units as required by law.

ARTICLE XXIV

HEALTH & WELFARE - PENSION PROGRAM

Section A. The Employer agrees to pay to the Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund monthly a sum calculated by multiplying the total number of hours of employment each month by the rate of eight dollars and sixty cents (\$8.60) per hour in accordance with the schedule in **Article IX**. Hours of employment shall include each and every hour paid to each employee and shall

include reporting or show-up time. Full payment based upon all hours of employment each month shall be made within and not later than fifteen (15) days from the end of the month during which the employment occurred.

Section B. The Employer further agrees to deduct additional sums from employees' wages and pay such deductions to the said Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund from time to time during the life of this Agreement as the parties may agree, and in order to provide insurance benefits in accordance with the terms and conditions of the said Ohio Laborers' District Council - Ohio Contractors Association Insurance Fund. Such additional payment of deductions are to be considered a part of the general increases in accordance with **Article VII.**

Section C. Effective October 1, 1978, in order to provide pensions for employees, the Employer agrees to join and become a part of the Ohio Laborers' District Council - Ohio Contractors Pension Plan and to pay to the Trust Fund established pursuant to such plan a monthly sum calculated by multiplying the total number of hours of employment each month by the rate of four dollars and sixty cents (\$4.60) per hour worked. Hours of employment shall include each and every hour worked to each employee and shall include reporting or show-up time. This shall be increased in accordance with the schedule in **Article VII.**

Section D. Effective June 1, 2025 Each Employer shall contribute \$1.00 per hour for each hour worked to the Ohio Laborers Annuity Fund. Hours paid shall include any reporting hours paid by the Employer. Payments shall be paid as directed by the board of Trustees of the Ohio Laborers Annuity Fund. Additional Increases June 1, 2026 \$.50 increase, June 1, 2027 \$.50 increase.

Section E. This Contractor further agrees to be bound by the Agreements and Declarations of Trust establishing those Funds and any other documents governing those Funds. All contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. If contributions are not received by the fifteenth (15th) day of the month,

following the month in which the work was performed, the Contractor will be subjected to and agree to pay liquidated damages of ten percent (10%) plus one percent (1%) interest per month for each month the Contractor is delinquent to cover the additional cost and expenses of continuing administration during the period of delinquency. In addition, the Contractor shall pay for any and all costs and expenses related to collection of contributions or enforcement of any judgment, including, but not limited to, reasonable attorney fees. Any Court of competent jurisdiction shall make an award of those costs and expenses, including reasonable attorney's fees, upon the request of the Union or the Funds or Plans. Should the Contractor fail to post a bond as required by the Local Building Agreement and fail to pay contributions in a timely manner, then the Contractor hereby unconditionally and irrevocably assigns and transfers to the Funds all of the Contractor's rights, title, and interest, whether legal or beneficial in any amounts now or hereafter payable by Owner(s) or General Contractor(s) to Contractor until any and all contributions owed by Contractor are paid in full, and all related rights and remedies (including mechanics liens and payment bond claims) and all advantages to be derived therefrom. This assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. In accordance with the assignment and transfer to the Funds under this assignment, all parties hereby agree that all retainage and other monies payable by Owner(s) or Contractor(s) to Contractor in connection with work performed under this Agreement shall be made through one check. The check shall be made payable to the order of the Funds to satisfy contributions owed by Contractor. Contractor acknowledges that money payable to it by Owner(s) or General Contractor(s) and

assigned and transferred to the Funds pursuant to this assignment are the sole property of the Funds and are not property of Contractor, and Contractor's receipt of any such payments shall be held in trust for the benefit of the Funds. The rights provided hereunder are in addition to the rights of the Union and/or the Funds to pursue any legal remedy to enforce this provision and obtain fees and expenses related to said action.

Section F. An Employer or contractor, by his signature to this Agreement or other document indicating his intent to be bound hereby, agrees and consents that, if he becomes delinquent in making the payments required by this Article he shall:

- (1) Become liable for and pay to said Insurance and Pension Funds, to cover added costs of administration, bookkeeping and other incidental expenses, in the amount stated above, if any;
- (2) Become liable for the payment of any benefits hereunder for which his employees would have otherwise qualified but for such delinquency;
- (3) Become subject to audit by the Trustees or their Agent, at his cost to determine the amount of monies due, including liquidated damages and court costs. Such amount must be paid in full before such delinquent Employer's contributions will be accepted by the Trustees and before he shall be eligible again to participate as a contributing Employer.

The foregoing provisions are cumulative and shall not deprive the Union or employees of their other rights and remedies, including the right to strike (if otherwise consistent with this Agreement), against the delinquent Employer.

Section G. Each individual contractor and Employer subject hereto shall make all payments required hereunder in the manner prescribed by the Trustees of said Insurance and Pension Funds, and shall, at the time of making each monthly payment, make and deliver to said Trustees a report, upon a form furnished by the Trustees. This report shall state whether or not, during the month with respect to which such report is due, any employees were working and, if so the names of such employees, the number of hours each was employed, and other pertinent information as may be requested by said Trustees.

Section H. Any employee who becomes a contractor, Employer or self-employed, loses his eligibility to draw benefits (except vested benefits) immediately. If his status at any time reverts to that of employee, it is his responsibility to notify the Trustees in order to reinstate his eligibility.

Section I. Each individual contractor or Employer agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligations imposed by this Article.

Section J. No contribution shall be accepted by the Trustees unless a signed copy of this Agreement or other document binding the Employer to the obligations hereof is on file at the Insurance and Pension Funds Office.

Section K. It is the responsibility of all parties to this Agreement, or who participate in or benefit from the operation of the Insurance and Pension Funds, to cooperate in its effective operation and administration. To this end, any person, whether Trustee, Employer, union business agent or employee, who has reason to believe that any contractor or Employer who is employing individuals on jobs covered by

this Agreement but who is not contributing to the Insurance and Pension Funds, or is in other respects delinquent in performing the obligations hereof, shall:

- (1) Advise the office of the Trustees, the Builders Association, and the respective Union of such belief;
- (2) If a Union sees that the offending contractor is advised that, unless he agrees to make contributions to the funds or corrects any delinquency in payments, as the case maybe, he is subject to suit by the Trustees and/or possible economic sanctions;
- (3) If any employee, after due notice that his Employer is delinquent or non-signatory to this Agreement, he shall lose his right to continue his status as an eligible beneficiary of the Fund by making self-payments.

Section L. Failure of any said parties to this Agreement to abide by the terms hereof relating to enforcement, shall be brought to the attention of the Labor-Management Committee.

The Labor-Management Committee shall consider allegations of such failure and if it finds that such failure has occurred may, by majority vote, issue appropriate remedial orders having binding effect on the parties concerned. All parties concerned shall be entitled to reasonable notice of, and appearance at such hearing.

ARTICLE XXV TRAINING & APPRENTICESHIP FUND

Section A. The Employer agrees to pay the Ohio Laborers' Training and Apprenticeship Trust Fund monthly a sum calculated by multiplying the total number of hours of employment each month by a rate of forty (\$.40) cents per

hour. Hours of employment shall include each and every hour paid to each employee and shall include reporting or show-up time. Full payment based upon all hours of employment each month shall be made within and not later than fifteen (15) days from the end of the month during which the employment occurred.

Section B. All active journeypersons as of June 1, 2005, shall be required to obtain an OSHA 10-hour Construction Safety and Health Card by May 1, 2007. All new Journeymen must obtain their OSHA 10-hour Construction Safety and Health Card within two years from the date of obtaining membership in the union. Failure to meet this requirement will result in the individual journeyperson being ineligible to work until such requirements are met.

All contributions payable to the Ohio Laborers' Training and Apprenticeship Trust Fund shall be transmitted to the offices of the Fund no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. If contributions are not received by the fifteenth (15th) day of the month, following the month in which the work was performed, the Contractor will be subjected to and agree to pay liquidated damages of ten percent (10%) plus one percent (1%) interest per month for each month the Contractor is delinquent to cover the additional cost and expenses of continuing administration during the period of delinquency. In addition, the Contractor shall pay for any and all costs and expenses related to collection of contributions or enforcement of any judgment, including, but not limited to, reasonable attorney fees. Any Court of competent jurisdiction shall make an award of those costs and expenses, including reasonable attorney's fees, upon the request of the Union or the Ohio Laborers' Training and Apprenticeship Trust Fund.

ARTICLE XXVI

CONSTRUCTION ADVANCEMENT PROGRAM

Section A. The Employer and the Union agree to and approve the establishment of a program to be known as The Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the Program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation; shall not be used for direct support of contractors in event of a strike; and shall not result in direct financial benefit to any participating individual, firm or corporation.

Section B. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the Trustees thereof, and which is included herein by reference and made a part hereof. Each Employer covered by this Agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hour worked by each journeyman, helper apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2025, said amount shall be twenty four cents (\$0.24) per hour.

If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that
an increase is needed during the term of this agreement, the

an increase is needed during the term of this agreement, the amount may be increased up to a maximum of an additional four (\$0.04) Cents. Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the the negotiated increase and said increase shall be borne solely by the Employer.

Section C. The consideration for this agreement is as follows:

- (1) Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities;
- (2) Obligations assumed by the Employer to withhold, collect and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pension Funds, and Vacation Funds;
- (3) Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Funds.

Section D. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program office on or before the fifteenth (15) day of the following month. Payments postmarked or delivered by messenger after the fifteenth day of the following month shall be subject to an additional charge of 10 per cent per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves, and costs of collection arising from late payment.

Section E. The Employer agrees to hold the Union harmless from any liability in connection with the collection and administration of Construction Advancement Program funds.

ARTICLE XXVII UNITED WAY

In consideration of the mutual undertakings contained in this Agreement, with particular reference to the improvement in economic benefits negotiated between the parties, it is agreed that the Employer shall contribute to the United Way Fund the sum of one cent (\$.01) per hour for each hour worked for each employee covered by this Agreement.

Subject to the reporting and other requirements of **Article IX**, hereof, each Employer shall periodically pay the aggregate sum of one cent (\$.01) per hour worked, to the Local Union for allocation and payment to the appropriate United Way Fund.

Local 125 and Local 935 agrees that upon authorization to have one cent (\$.01) per hour worked deducted for the employee contribution to United Way.

ARTICLE XXVIII DUES

Section A. The Contractor agrees to deduct Union dues, the original initiation fee, and any legal assessment for any employee who voluntarily and individually authorizes the deduction. It is understood that since this Agreement covers the jurisdiction of more than one Local Union whose membership dues and initiation fees may differ, each Local Union covered by this Agreement will furnish to the employees proper payroll deduction authorizations in conformity with federal and state laws, and upon receipt of the authorizations properly signed by the employee, the Contractor will make the required deductions.

It is further understood that, in conformity with the employee payroll deduction authorizations, currently the Contractor shall deduct 4% of gross wages for the sole and exclusive purpose

of remitting the same to the Union, and that the Contractor has no right to use the deducted sums for any purpose other than to remit the same to the Union as provided below.

All deductions shall be paid directly to the Union with geographical jurisdiction where the work is performed by the Employer. Deductions shall be paid by the fifteenth of the month following the month in which deducted. Payments postmarked or delivered by messenger after the fifteenth day of the following month shall be subject to an additional charge of ten per cent (10%) per month until paid to reimburse for damages due to additional administrative expense arising from late payment. In the event the dues remission procedure provided for under this Agreement is violated, the Union may, at its discretion, file a civil proceeding to collect unpaid union dues, interest, and costs and expenses, including reasonable attorney's fees. The Union shall not be obligated to pursue any violation of this Article through the Grievance and Arbitration Procedure contained in this Agreement. The delinquent Employer shall be responsible for all costs, including reasonable attorney's fees, incurred by the Union in seeking all dues required to be remitted to the Union under this Section which were not timely remitted, including but not limited to the costs of preparing any lawsuit, filing any lawsuit, litigating any lawsuit, obtaining a judgment in any lawsuit, enforcing any judgment, and collecting any judgment. The Contractor will be subjected to and agree to pay liquidated damages of ten percent (10%) plus one percent (1%) interest per month for each month the Contractor is delinquent in remitting the Union Dues during the full period of delinquency.

Dues, contributions or gifts paid to Local Union 125 or 935 are not deductible as charitable contributions for federal income tax purposes. Dues paid to Local 125 or 935 however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

ARTICLE XXIX
LABORERS & EMPLOYERS
COOPERATION AND EDUCATION TRUST

Section 1: The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that workers, as well as business, benefit from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employer and the Union agree to participate in the Labor-Management Cooperation Trust Funds described herein which are established in accordance with Section 302 (c) (9) of the Taft-Hartley Act.

ARTICLE XXX
SEPARABILITY & UNION RIGHTS

Section A. In the event that any provisions of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

Section B. This Agreement does not deny the right to the Union to its representatives, consistent with the law, to render assistance to other labor organizations by removal of its members from jobs when necessary or when the Union or its proper representative decide so to do. Such action by the Union or its representatives does not constitute a breach of this Agreement.

ARTICLE XXXI
TERMS OF AGREEMENT

This Agreement is effective as of June 1, 2025, shall continue in full force and effect until May 31, 2028, and thereafter on a month-to-month basis, providing however, that if either party desires to change or terminate the Agreement, it shall give notice at least sixty (60) days prior to said termination date and upon giving of said notice, if the parties do not agree upon new terms and conditions of an Agreement prior to the expiration date, then this Agreement shall be considered terminated.

ARTICLE XXXII
SIGNATURES

THE BUILDERS ASSOCIATION OF EASTERN
OHIO
AND WESTERN PENNSYLVANIA

By:

**General Contractors Division of The Builders
Association of Eastern Ohio and Western
Pennsylvania**

By:

/s/ Kevin Reilly

/s/ Larry Lencyk

/s/ Gary Hartman

/s/ Joe DeSalvo

/s/ Chris Mills

By:

**Laborers' Local No. 125, Laborers' International Union
of North America of Youngstown, Ohio**

By:

/s/ John Lucente

/s/ Barney Mosley

By:

**Laborers' Local No. 935, Laborers' International Union
of North America of Warren, Ohio**

By:

/s/James Ledenko

/s/ Reginald Christian

Laborers' District Council of Ohio

By:

/s/

ADDENDUM A
HAZARDOUS WASTE
PERSONAL PROTECTIVE EQUIPMENT

LEVEL OF PROTECTION

Wage Rates Effective June 1, 2025

LEVEL A - PROTECTIVE ENSEMBLE

Rate\$32.75

Protection Provided:

The highest available level of respiratory, skin, and eye protection.

Should be used when:

The chemical substance has been identified and requires the highest level of protection for skin, eyes, and respiratory system or when the chemical substances are unknown and a potentially dangerous situation exists. Level A ensembles may be used in certain confined space entries.

The discomfort and inconvenience of wearing PPE, especially Level A ensembles, can create a risk to the worker due to poor visibility, restricted body movement and reduced hearing ability. Level A ensemble adds weight and bulk and severely reduces the body's access to normal working conditions. Wearing this equipment puts a worker at considerable risk of developing heat stress. This can result in health effects ranging from transient heat fatigue to serious illness or death.

LEVEL B - PROTECTIVE ENSEMBLE

Rate **\$32.75**

Protection Provided:

The same level of respiratory protection as Level A but less skin protection.

Should be used when:

The type and atmospheric concentration of substances have been identified and require supplied air respiratory protection. Also with I.D.L.H., there exists levels of specific substances that do not represent a severe skin hazard or the atmosphere contains less than 19.5 per cent of oxygen.

Heat stress and other physiological factors are also involved with this level protection, as with Level A protection. However, personal mobility is improved in Level B ensembles.

LEVEL C - PROTECTIVE ENSEMBLE

Rate **\$32.75**

Protection Provided:

The same level of skin protection as Level B, but a lower level of respiratory protection.

Should be used when:

The atmospheric contaminants, liquid splashes, or other contaminants will not adversely affect any exposed skin. It may be used when all types of air contaminants have been identified and all criteria for the use of air purifying respirators are met. Also, the atmosphere must contain at least 19.5 per cent of oxygen.

There is still the potential for heat stress problems due to the use of air purifying respirators and splash suits. In some situations, the risk of heat stress may be as great as with Level B ensembles, where heavy splash suits are worn.

LEVEL D - PROTECTIVE ENSEMBLE

Rate **\$32.75**

Protection Provided:

No respiratory protection and minimal skin protection.

Should be used when:

Liquid splashes or other direct contact will not adversely affect any exposed skin.

The types of air contaminants have been identified, and there is no risk of respiratory exposures. However, standby respiratory equipment may be used if necessary.

Concentration of chemicals must not exceed I.D.L.H. levels and the atmosphere must contain at least 19.5 per cent of oxygen.

NOTE: Generally, this level of protection is normal construction gear, such as hard hats, gloves, eye and ear protection, etc.

ADDENDUM B
SCOPE AND WORK JURISDICTION
ASBESTOS AND HAZARDOUS WASTE

Section 1. This Agreement shall be in effect within the boundaries of Mahoning and Trumbull Counties and shall cover all work in connection with the handling, control, removal, abatement, encapsulation and disposal of asbestos and or toxic waste, which will be assigned in accordance with the jurisdiction of the Laborers' International Union of North America.

The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all containments, enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment normally used in the handling, control, removal or disposal of asbestos and toxic waste; the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

SAFETY

Section 1. The employees covered by this, the terms of this Agreement shall, at all times, while in the employ of the Employer, be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act on OSHA, EPA and State Safety Regulations. In accordance with the requirements of OSHA, EPA and State Safety Regulations, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein, or established by the Employer. Nothing in this Agreement will make the Union liable to any employee or to any other persons in the event that injury or accident occurs.

Section 2. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to provide for the safety of its employees and compliance by them with any safety rules contained herein established by the Employer.

The Employer will not engage in any litigation against the Union on a subrogation theory, contribution theory or otherwise, so as to obtain a money judgment from its connection with any death or injury which occurs on the job sites covered by this Agreement.

Section 3. The Employer shall supply each employee with proper safety clothing including but not limited to, respirators and disposable clothing.

RESPIRATOR CLAUSE

Section 4. Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry. The Employer may work his employees up to a maximum of three and one half (3-1/2) continuous hours in a respirator with no break of any type, providing the governing regulations and standards are met. Whenever this no- break provision is implemented by the Employer, a minimum of four (4) hours will be paid to the employee at the applicable hourly wage rate, which is time and a half (1-1/2) for one-half (1/2) hour only.

Section 5. With respect to work performed under Addendum B:

A. Employees will be required to observe the regulations when leaving containment areas for any reason.

B. The Employer must provide shower facilities with hot water.

C. When necessary, lunch periods will be staggered to allow employees time to clean up.

D. The Employer will furnish lockers or other means to safeguard the personal belongings of employees.

E. The Employer must provide liquid soap for shower facilities.

CERTIFICATION REQUIREMENTS

Section 1. An Employer representative and its employees working under this Agreement must be certified for the particular type of toxic material that the employee may be dismantling or removing.

All other sections of the Collective Bargaining Agreement between Locals #125 and #935, the Laborers' District Council of Ohio, and The Builders Association of Eastern Ohio and Western Pennsylvania, shall apply.

ASSENT TO PARTICIPATION

By execution of the Agreement, the Employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least ninety (90) days prior to the then current expiration dates of the Agreement.

The undersigned, desiring to become additional parties to the Collective Bargaining Agreement between The Builders Association of Eastern Ohio and Western Pennsylvania, General Contractors Division thereof, The Laborers' International Union of North America Locals No. 125 and 935, and the Laborers' District Council of Ohio, which is dated June 1, 2015, hereby certify that they have read the said Agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto, including addendums as negotiated.

Date _____

Name of Employer _____

Address: _____

Phone (_____) _____

Name _____ Title _____

Printed Name and Title of Authorized Employer Representative

/s/ _____

Signature of Authorized Employer Representative

/s/ _____

By Authorized Representative, Laborers' International Union of North America Local No. 125 of Youngstown, Ohio.

/s/ _____

By Authorized Representative, Laborers' International Union of North America Local No. 935 of Warren, Ohio.

[illegible]