

EXHIBIT 2

MODEL TEMPLATE – SUBJECT TO MODIFICATION ON A PROJECT-BY-PROJECT BASIS

COMMUNITY BENEFIT AGREEMENT

Between

City of Columbus

And

[INSERT ORGANIZATION]

Covering

Construction of City of Columbus/[INSERT PROJECT NAME]

This Community Benefit Agreement ("**Agreement**") is entered into this XX day of _____, 20__ by and between the City of Columbus ("**Owner**"), and the Columbus Building & Construction Trades Council, AFL-CIO, (the "**CBCTC**") acting on its own behalf and on behalf of all affiliates and members ("**Unions**") whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, with respect to the construction of the [INSERT PROJECT NAME] located in Columbus, Ohio (the "**Project**"). Upon award of any portion of work, this Agreement shall further include any Contractor, of whatever tier, engaged in construction work within the scope of this Agreement.

This Agreement shall be incorporated into the bid specifications and contract for this Project. Further, this Agreement shall be in addition to, but shall not modify, supplant or replace, the prequalification requirements of the City of Columbus.

ARTICLE I

INTENT AND PURPOSE

- 1.1 The Parties to this Agreement express their mutual and sincere commitment to the families and quality of life within the City of Columbus by: (a) helping to ensure that local building tradespersons and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting a diverse, inclusive local building trades workforce; and (c) supporting the investment made in training local building tradespersons to ensure the highest quality construction.
- 1.2 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to secure optimum productivity by providing close cooperation among the Contractor(s), Owner, City of Columbus community, and the CBCTC.
- 1.3 An incentive for entering into this project-specific Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances which may arise on the Project.

ARTICLE II
SCOPE OF AGREEMENT

- 2.1 For the purposes of this Agreement, the term “**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 the Agreement as provided for herein. A Contractor shall not be excluded from the Agreement on the sole basis that it refuses to become signatory to this Agreement. The term “**Employer**” includes any Contractor and Subcontractor signatory to this Agreement who employs individuals covered by this Agreement. The term “**Owner**” refers to the City of Columbus, its successors or assigns. The term "Local Collective Bargaining Agreement" means the applicable labor agreement of an affiliated local Union to the CBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work, copies of which can be reviewed upon request made to CBCTC. The term “**Project Contractor**” means the construction manager or construction manager at risk or other similar title identifying the Contractor in charge of the Project.
- 2.2 This Agreement is a stand-alone agreement, limited to the original construction of the Project and shall have no force or effect after the completion of the Project.
- 2.3 Except as restricted by applicable laws and regulations, the Owner has the absolute right to select any qualified bidder for the award of contracts for this Project, provided that such bidder is willing, ready and able to become a party to and comply with this Agreement. The Owner will exercise this right 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 and subcontractors of such bidder are or are not members of any union. However, a bidder that refuses to agree to become a signatory to this Agreement shall be deemed non-responsive as agreeing to be bound by the terms of this Agreement is a condition material to the award of the contract for the Project.
- 2.4 The Owner, or dually authorized representative, construction manager, or construction manager at risk shall require all Contractors, as a condition of being awarded contracts for work covered by this Agreement, to accept, execute, and be bound by the terms and conditions of this Agreement prior to the Contractor commencing work on the Project. Proof of compliance with Section 2.4 shall be demonstrated via the Contractor executing a Letter of Assent as prescribed by the Owner, or dually authorized representative, construction manager, or construction manager at risk (see Attachment A - Letter of Assent). Every Contractor shall become signatory to this Agreement and abide by its terms. A construction manager or construction manager at risk shall not execute a subcontract until the awardee accepts and executes a Letter of Assent. The terms and conditions of the applicable Local Collective Bargaining Agreements of the Unions signatory to this Agreement covering the craftwork being performed shall govern the terms and conditions of employees on the Project, other than as explicitly set forth herein.

- 2.5 This Agreement shall apply to, and is limited to, all work recognized and accepted within historical definitions of new construction work and/or covered by a collective bargaining agreement of a signatory union under the direction of and performed by the Contractor(s), who have contracts awarded for such work on the Project, except for any work or Contractors specifically excluded from this Agreement.
- 2.6 This Agreement does not apply to the following:
- A. Work performed by non-manual or professional employees, including, but not limited to, architects, construction managers, construction managers at risk, maintenance plan advisors, commissioning agents, geotechnical consultants, 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 by the Owner; or any Contractor excluded by the Owner;
 - B. All Owner operations and activities;
 - C. Work designated as being for technically unique services or skills, whether performed at the discretion of the Contractor or by the Owner. A Contractor seeking to exempt work from the scope of this Agreement under this Section 2.6(C) must inform the Owner and the CBCTC in writing prior to the commencement of said work. Both the Owner and CBCTC must agree the work is a technically unique service or requires special skills and therefore may be exempted from this Agreement;
 - (1) A Contractor seeking to exempt a scope of work from this Agreement because the work is technically unique or requires special skills under Section 2.6 (C) must inform the Owner and CBCTC in writing prior to the commencement of said work. The Contractor requesting the exemption must meet and confer with the CBCTC regarding the availability of contractors that may be able to complete the scope of work it seeks to exempt. The Contractor must also meet and confer with the Office of Diversity of Inclusion, or its successor Office/Department regarding the availability of contractors certified by its office that may be able to complete the scope of work it seeks to exempt. After these meet and confer requirements have been satisfied, the CBCTC and Owner must mutually agree the scope of work is a technically unique service and/or one that requires special skills and there is a lack of available contractors qualified to perform the scope of work in order for an exemption of this Agreement to be granted.

(2) If the Owner seeks to exempt a scope of work from this Agreement because the work is technically unique or requires special skills under 2.6 (C) the Owner shall first meet and confer with the CBCTC regarding the availability of contractors to complete said scope of work. The Office of Diversity of Inclusion, or its successor Office/Department, shall provide recommendations to the contract issuing Department regarding the availability of contractors certified by its office that may be able to complete the scope of work. If no qualified contractors are identified under this process the Owner may exempt this scope of work. Any exemption under 2.6 (C)(2) shall be strictly limited to the specific scope of work that is a technically unique service or that requires special skills.

D. The delivery to or removal from the Project of any material by any means, except for delivery of site placed concrete; and

E. All furnishings and equipment not permanently installed for or at the site.

2.7 Nothing contained herein shall be construed to prohibit or restrict the Owner from performing work not covered by this Agreement on the Project site.

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

**ARTICLE III
MANAGEMENT RIGHTS**

- 3.1 The Owner and Contractors, retain all rights and authority not expressly excluded or limited by this Agreement.
- 3.2 The Owner may, at its sole discretion, terminate, delay, modify, suspend, or issue, or approve or disapprove a change order for any or all portions of the Project at any time.
- 3.3 Except as expressly limited by a specific provision of this Agreement, Contractors and the Owner maintain the following management rights including, but not limited to:
 - A. Hire and lay off employees as the Contractor feels appropriate to meet work scope requirements, and to retain necessary skills and trained resources for the workforce on the Project;
 - B. Plan, direct and control the execution and assignment of all work;
 - C. Determine the size of crews and the number of forepersons and general forepersons needed per the applicable Local Collective Bargaining Agreement;
 - D. Transfer employees from job to job, on or outside of the Project, without limitation or restriction and from shift to shift as per the applicable Local Collective Bargaining Agreement;
 - E. Determine work methods and procedures necessary for the Project per the applicable Local Collective Bargaining Agreement; and
 - F. Discharge, suspend, or discipline employees per the requirements of this Agreement and the Local Collective Bargaining Agreement.

ARTICLE IV
UNION/CBCTC RIGHTS AND RESPONSIBILITIES

- 4.1 The Contractor(s) recognize the signatory Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working within the scope of this Agreement on the Project. Such recognition shall be strictly limited to the term of this Project.
- 4.2 Nothing in this Agreement requires employees to join or pay dues or fees to a union as a condition of working on the Project. However, this Agreement is not intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.
- 4.3 Contractor(s) shall provide Unions with access to, and meeting time with, any worker referred or assigned to the Project that is not a member of the appropriate Union prior to the commencement of their employment on the Project or within fourteen (14) days of such employee's first date of reporting for work at the Project location. The Unions shall be permitted access at the Project location and are permitted to present benefits of union membership including, but not limited to, retirement, healthcare, and training benefits. The Unions may conduct such employee meetings without the presence of any Contractor(s) representative. The Unions shall coordinate such meeting with the Contractor(s) during work hours and ensure minimal disruption to work schedules.
- 4.4 Upon being presented with a signed voluntary written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the applicable Union all dues, fees, and assessments in accordance with the signed voluntary written authorization.
- 4.5 The CBCTC and its members, agents, representatives and employees shall not allow, incite, encourage, condone, aid or abet, continue, or participate in any strike, walkout, slowdown, picketing, disruptive activity, sympathy strike, or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the CBCTC or its members, agents, representatives and employees shall constitute a violation of this Agreement. The CBCTC and its members, agents, representatives and employees shall forthwith undertake all reasonable means to prevent or to terminate any of the aforesaid activity.
- 4.6 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any Local Collective Bargaining Agreement.
- 4.7 Any employee who participates in or encourages activities in violation of this Article shall be subject to disciplinary action, including discharge.
- 4.8 All parties agree that in the event that a Union violates the provisions of this Article, the Owner or Contractor will have the right to seek an immediate injunction from the appropriate court.

- 4.9 There shall be no lockout by any Contractor during the term of this Agreement. All parties agree that in the event a Contractor violates the provisions of this Article, the Owner or affected Union will have the right to seek an immediate injunction from the appropriate court. In addition, the Owner, at the Owner's sole discretion, may terminate this Agreement with the Contractor in question after notice and an opportunity to be heard, and such decision shall be final.
- 4.10 The Unions shall have the right to designate one working employee on the Project as a steward. Such designated steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.
- 4.11 In addition to their work as an employee, the designated steward shall have the right to receive complaints and to discuss and assist in their adjustment with the Contractor's appropriate supervisor per Article VI of this Agreement. The Contractor will not seek to hinder or discriminate against the steward in the proper performance of their union duties.
- 4.12 For all employee referrals from Union hiring halls, the following shall apply:
- A. The CBCTC shall require its member Unions to make all reasonable efforts to refer suitable persons that reside in the City of Columbus, subject to local Union hiring hall referral policies and bylaws, and the requirements of the National Labor Relations Act, for work on the Project.
 - B. Selection of applicants for referral to jobs under the scope of this Agreement 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 an employee or applicant for employment based on his or her membership or non-membership in a union, or based upon such employee or applicant's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, family or military status, or any other status that is protected by federal, state, or local law or ordinance.
 - C. For the purposes of this Agreement, a suitable person shall mean a person who meets all of the following: is qualified and able to perform the work and is not rejected by the Contractor or Owner for past performance. If no suitable person is available, the Union shall immediately notify the Contractor.
 - D. If a suitable person is not referred within a forty-eight (48) hour period after a requisition is made (Saturdays, Sundays, and holidays excluded), the Contractor may hire an employee to fill the requisition from any source, provided the Contractor makes a good faith effort to hire persons residing in the City of Columbus community or the City of Columbus.

ARTICLE V
WAGES AND FRINGE BENEFITS; WORK RULES

- 5.1 The Contractor shall pay employees subject to this Agreement the prevailing wage rate as set forth in ORC §4115 for work performed on the Project, including fringe benefit contributions. Cash payments to employees in lieu of fringe benefit contributions are not permitted under this Agreement.
- 5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, where applicable, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).
- 5.3 The Owner, or any Contractor authorized by the Owner, may establish uniform site work rules/procedures and security, health and safety rules/procedures in compliance with federal, state, and local regulations. The Owner, or any Contractor authorized by the Owner, may change these rules during the term of this Agreement with prior notice to the Unions. Such notice shall be given three business days 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.

**ARTICLE VI
SETTLEMENT OF GRIEVANCES AND DISPUTES**

- 6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and in compliance with the terms of this Agreement.
- 6.2 The Contractors, CBCTC, Unions, and the employees, collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- 6.3 Any question or dispute arising out of and during the term of this Agreement, other than the rights set forth in Article V or VII, or otherwise limited or excluded from this Agreement, shall be considered a grievance and subject to resolution under the following procedures:
- A. Step 1:
1. When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, the employee, through their steward or local Union representative, shall, within five (5) working days after the occurrence of the violation, give notice to the Project representative of the involved Contractor stating the provision(s) alleged to have been violated. The parties shall meet and endeavor to resolve the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter, the grieving party may, within forty- eight (48) hours thereafter, reduce the grievance to writing and pursue Step 2 of the Grievance Procedure.
 2. Should the Local Unions(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
- B. Step 2:
1. The 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. 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.

C. Step 3:

1. If the grievance has been submitted but not resolved under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Unions shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Unions(s).
2. 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 by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII
JURISDICTIONAL DISPUTES

- 7.1 The assignment of work will be the sole responsibility of the Contractor performing the work involved, unless specifically assigned by the Owner prior to award of the contract; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"), approved by the Building and Construction Trades Department, AFL-CIO, June 1984 As Amended Through May 2011, a copy of which is included in Attachment B, or any successor Plan. In the event a successor Plan is not approved, such disputes shall be resolved by the then existing legal procedure.
- 7.2 All jurisdictional disputes on this Project, between or among CBCTC members and Employers that are parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, AFL-CIO. In the event such Board ceases to exist, or any successor Plan is not approved, such disputes shall be resolved by the then existing legal procedures. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions which are parties to this Agreement.
- 7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 7.4 Each Contractor will conduct a pre-job conference with the CBCTC and the appropriate local Union prior to commencing work. The Owner, or dually authorized representative, construction manager, or construction manager at risk, will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII
SAFETY

- 8.1 The Contractor and their employees shall comply with all applicable federal, state and local laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Owner or Contractor.

**ARTICLE IX
SITE ACCESS**

- 9.1 The designated representative(s) of each local Union signatory to this Agreement shall be communicated in writing to the Project Manager. Those representatives shall be permitted to enter and move around on the Project site without an escort; provided that such designated representative(s) will not disrupt the efficient operation of the Project and that the privilege to enter will not be abused.
- 9.2 Notwithstanding any other provision to the contrary, visitors, including Union representatives and agents, shall not interfere with the work of the employees and shall fully comply with the visitor safety and security rules established for the Project.

ARTICLE X
SUBCONTRACTING

- 10.1 The Project Contractor agrees that neither it nor any of its Contractors will subcontract any work to be done on the Project except to a person, firm or corporation who is, or agrees to become, a party to this Agreement. Any Contractor working on the Project shall, as a condition of working said Project, become signatory to and perform all work under the terms of this Agreement. The applicable Union shall be informed of any subcontract of covered work prior to the subcontractor commencing work on the Project.
- 10.2 In the event a Contractor seeks to subcontract a scope of work subject to this Agreement, it shall be required to solicit at minimum two (2) bids from business enterprises that hold a certification issued by the Office of Diversity of Inclusion or its successor office and/or Department for consideration. The Office of Diversity of Inclusion, or its successor office and/or Department, shall provide assistance to Contractors seeking to comply with this Article.

ARTICLE XI
HELMETS TO HARDHATS

- 11.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "**Center**") and the Center's "Helmets 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.
- 11.2 The Unions and Contractors 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 XII
LOCAL WORKFORCE GOALS

- 12.1 It is the intent of the parties to establish goals for the employment of the residents of the City of Columbus on the Project and to work in good faith and cooperatively to achieve such goals. The Project has an aspirational goal of 30% or more of the total Project work hours to be worked by residents of the City of Columbus. For the purposes of this Article, resident of the City of Columbus shall mean either of the following: a person permanently residing in the City of Columbus; or a person working from a pool of labor located in or having jurisdiction in such limits. In furtherance of these goals, and consistent with CBCTC and its affiliates' commitment to economic prosperity for all working people and diverse and inclusive trade unions, CBCTC and its affiliates will engage in community outreach directly and in partnership with community organizations, utilize apprenticeship readiness programs and pre-apprenticeship programs such as the award-winning Building Futures program.
- 12.2 All Contractors shall report the total hours worked and wage rates received by its employees subject to this Agreement and residing in the City of Columbus to City of Columbus, Prevailing Wage Division or an agent designated by the City of Columbus.

ARTICLE XIII
COMMUNITY APPRENTICESHIP GOALS

- 13.1 The parties recognize the need for a trained and skilled local construction workforce. It is the desire of the Owner to utilize this Project as a training tool for its residents enrolled in apprenticeship programs certified by the Ohio Apprenticeship Council or the U.S. Department of Labor.
- 13.2 The parties acknowledge, historically underutilized and economically disadvantaged small, regional businesses, in construction apprenticeship programs. To remedy historical underutilization in construction apprenticeship programs the members of the CBCTC have agreed to take the following actions:
- A. Beginning during the construction phase of the Project (and no later than one year after the execution of this Agreement, the CBCTC and its members shall host a minimum of [insert number] apprenticeship recruitment events in Columbus neighborhoods, by zip code, experiencing higher poverty levels indicative of local employment opportunities being insufficient to provide for the local community (“High Priority Zip Codes”). For this Project, events locations shall be from among the following High Priority Zip Codes: [CBA selects the zip codes to include, depending upon most current poverty rates]s
 - B. In addition to the foregoing, within one (1) year of the execution of this Agreement by the Committee, the Community Benefits Agreement Advisory Committee, in cooperation with the Owner, community stakeholder(s), and the CBCTC, shall host recruitment activities in locations not covered by a CBCTC recruitment event. Such activities shall be determined by the Committee, in consultation with organizations dedicated to the advancement of economically disadvantaged small, regional businesses.

ARTICLE XIV
SOCIAL RESPONSIBILITY GOALS

- 14.1 The CBCTC shall require its member Unions to establish a written recruitment and retention plan for residents of the City of Columbus, based on guidance from the Community Benefits Agreement Advisory Committee. Such plans shall include a high-school-based recruitment program for City of Columbus students, and, to the extent practicable, focus on schools in High Priority Zip Codes. Such plan must establish specific, measurable and reasonable efforts that are intended to achieve the goals set forth herein. The member Unions shall submit such plan to the Committee no later than three (3) months after the signing of this Agreement. The Committee shall promptly review such plans. The member Unions shall adopt a final plan no later than six (6) months after the signing of this agreement.
- 14.2 The CBCTC shall require its member Unions to establish a written disadvantaged worker plan for residents of the City of Columbus, based on guidance from the Community Benefits Agreement Advisory Committee. Such plan must establish specific, measurable and reasonable efforts that are intended to increase opportunities for employment in the trades for those residing in High Priority Zip Codes. The member Unions shall submit such plan to the Committee no later than three (3) months after the signing of this Agreement. The Committee shall promptly review such plans. The member Unions shall adopt a final plan no later than six (6) months after the signing of this agreement.
- 14.3 The CBCTC shall require its member Unions to coordinate with one or more organizations that provide job placement services for displaced workers in the City of Columbus, based on guidance from the Community Benefits Agreement Advisory Committee. In furtherance of this section, the CBCTC shall encourage, wherever feasible, that such coordination include an organization providing reentry services for formerly incarcerated persons. The foregoing requirements shall be met if the Union has signatory status with a certified construction apprenticeship program so long as such program has a continuing relationship with at least one (1) organization or program providing employment services for displaced workers and/or employment services for formerly incarcerated persons reentering the community. Such organizations shall be certified by the City of Columbus, Director of Finance and Management or designee. The member Unions shall establish such coordination no later than six (6) months after the signing of this agreement.
- 14.4 The Owner may require Contractors to use [insert program name] to collect and report demographic, employee job classification, pay and benefit information to the Owner. The Owner shall make [program name] available to Contractors at no cost. The Owner shall provide Contractors with required [program name] data fields (e.g., name, address, foreperson, journeyman, apprentice, race, ethnicity, gender, age, sex, hours worked, pay rate, benefits, apprenticeship year). The Owner shall make available reasonably necessary training to comply with this provision.

ARTICLE XV
COMMUNITY BENEFITS AGREEMENT ADVISORY COMMITTEE

- 15.1 The City of Columbus has established a Community Benefits Agreement Advisory Committee (“Committee”). This Committee works to develop recruitment strategies for individuals residing within High Priority Zip Codes, and to recommend to the CBCTC to enroll them in apprenticeship programs sponsored by the members of the CBCTC. For the purposes of this Agreement, the Committee shall, to the extent practicable, focus on the community.
- 15.2 The Community Benefits Agreement Advisory Committee has been appointed by the City of Columbus pursuant to Chapter 378 of the Columbus City Codes.

ARTICLE XVI
UNION PER CAPITA REQUIREMENT

- 16.1 All Unions signatory to this Agreement are required to comply with the payment of per capita tax to the CBCTC and the Ohio State Building & Construction Trades Council for hours worked on the Project. Any Union that fails to make timely payments of per capita tax for hours worked on the Project may lose any rights under the terms of the Agreement, including the jurisdictional right to claim portions of the scope of work of the Project.

ARTICLE XVII
TERM OF AGREEMENT

- 17.1 This Agreement shall become effective on the XX day of XXXXX, XXXX, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner. 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, Contractor(s) or any Employer. This Agreement shall only be binding on this project, on the signatory parties hereto and does not apply to their parents, affiliates or subsidiaries.

ARTICLE XVIII
PRE-JOB CONFERENCE

- 18.1 The Owner shall require its construction manager, construction manager at risk, or general contractor to hold a pre-job conference with the CBCTC and its members within fourteen (14) days of its contract award by the Owner.
- 18.2 At the pre-job conference the construction manager, construction manager at risk or general contractor, shall inform the CBCTC and its members of the expected scopes of work for subcontract awards and any prequalification or other standards that Contractors must meet to work on the project.
- 18.3 The failure of a construction manager, construction manager at risk, or a general contractor to comply with section 18.1 shall result in a fine remedial assessment of \$5,000.00 to be paid in the form of a donation to CBCTC Building Futures, a non-profit corporation, to support community trades training initiatives, Said fine shall be paid within fourteen (14) days of the expiration of the period referenced in section 18.1. The construction manager, construction manager at risk, or general contractor, whichever is applicable, shall notify the Owner when payment has been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

City of Columbus

Signature

Print Name/Title

Columbus City Attorney
Approval as to Form only

Signature

Print Name/Title

COLUMBUS BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO:

Signature

Print Name/Title

CRAFT UNION:
Electrical Workers Local 683

Signature

Print Name/Title

CRAFT UNION:
United Brotherhood of Carpenters Local 200

Signature

Print Name/Title

CRAFT UNION:
International Union of Elevator Constructors Local 37

Signature

Print Name/Title

CRAFT UNION:
United Association-Sprinkler Fitters Local 669

Signature

Print Name/Title

CRAFT UNION:
United Association Plumbers & Pipefitters Local 189

Signature

Print Name/Title

CRAFT UNION:
Sheet Metal Workers Local 24

Signature

Print Name/Title

CRAFT UNION:
Bricklayers and Allied Craftworkers Local 23

Signature

Print Name/Title

CRAFT UNION:
Painters and Allied Trades – Glaziers Local 372

Signature

Print Name/Title

CRAFT UNION:
Operative Plasters' & Cement International Association Local 132

Signature

Print Name/Title

CRAFT UNION:
Roofers, Waterproofers and Allied Workers Local 86

Signature

Print Name/Title

CRAFT UNION:
Painters and Allied Trades Local 1275

Signature

Print Name/Title

CRAFT UNION:
International Union of Operating Engineers Local 18

Signature

Print Name/Title

CRAFT UNION:
Heat & Frost Insulators and Allied Workers Local 50

Signature

Print Name/Title

CRAFT UNION:
International Union of Elevator Constructors Local 37

Signature

Print Name/Title

CRAFT UNION:
Bridge, Structural, Ornamental & Reinforcing Iron Workers Local 172

Signature

Print Name/Title

CRAFT UNION:
Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers Local 105

Signature

Print Name/Title

CRAFT UNION:
International Brotherhood of Teamsters Local 284

Signature

Print Name/Title

CRAFT UNION:

United Brotherhood of Carpenters-Millwrights Local 1090

Signature

Print Name/Title