

**WEST VIRGINIA
HEAVY AND HIGHWAY AGREEMENT**

2006 - 2009

between

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

and

**TEAMSTERS LOCALS OF WEST VIRGINIA
LOCALS 92, 175, 453, 505 & 697**

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

Post Office Box 3778

Charleston, West Virginia 25337-3778

Phone: (304) 342-6107

Fax: (304) 342-6108

www.clcwv.com

UNION INFORMATION SHEET

BUSINESS AGENTS

**Teamsters Local No. 92
Brook & Hancock Counties**

Doyle Baird, Business Agent
1127 Ninth Street, S.W.
P.O. Box 6238
Canton, Ohio 44707
(330) 453-0135 (office)
(330) 453-9438 (fax)

Teamsters Local No. 175

**Barbour, Braxton, Boone, Calhoun, Clay,
Doddridge, Fayette, Gilmer, Greenbrier,
Harrison, Jackson, Kanawha, Lewis, Marion,
Mercer, McDowell, Monongalia, Monroe,
Nicholas, Pleasants, Pocahontas, Preston,
Putnam, Raleigh, Randolph, Ritchie, Roane,
Summers, Taylor, Tucker, Tyler, Upshur,
Webster, Wirt, Wood & Wyoming Counties**
Richard K. "Ken" Hall, President
267 Staunton Avenue
Charleston, West Virginia 25303
(304) 744-2193 (phone)
(304) 744-4369 (fax)

Teamsters Local No. 453

**Berkeley, Grant, Hampshire, Hardy,
Jefferson, Mineral, Morgan & Pendleton
Counties**

Lawrence A. Wolfe, Jr., President
200 S. Lee Street
Cumberland, Maryland 21502
(301) 722-5720 (office)
(301) 722-4369 (fax)

Teamsters Local No. 505

**Cabell, Lincoln, Logan, Mason, Mingo &
Wayne Counties**

John W. Newton, Secretary-Treasurer
Post Office Box 7818
Huntington, West Virginia 25778
(304) 697-4160 (office)
(304) 525-2967 (fax)

Teamsters Local No. 697

Marshall, Ohio & Wetzel Counties

Rick E. Bauer, President
901 Market Street
Wheeling, West Virginia 26003
(304) 232-1940 (office)
(304) 232-7241 (fax)

HEALTH, WELFARE & PENSION OFFICE

Teamsters Local No. 92

Health & Welfare Fund

Teamsters-OCA Health & Welfare Fund
435 South Hawley Street
Toledo, Ohio 43609
(419) 254-3322 (office – ask for insurance)
(419) 254-3322 (Dave Kile)
(419) 254 3313 (Sharon)

Pension Fund

Central States Southeast and Southwest Areas Pension
Fund
P.O. Box 5109
Des Plaines, IL 60017-5109
(847) 518-9800 x 3279 (Mark Schneider)
(847) 518-9800 x 3053 (Peter Priede)

Teamsters Local 175

Health, Welfare & Pension Funds

Employer-Teamsters Local Nos. 175 & 505
Health, Welfare and Pension Office
6810 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304
(304) 925-4181 (office)
(304) 925-4188 (fax)

Teamsters Local No. 505

Health & Welfare Fund

Central States Health and Welfare Fund
Dept. 10291
Palatine, Illinois 60055-0291
(847) 518-9800 x 3279 (Mark Schneider)
(847) 518-9800 x 3053 (Peter Priede)

Pension Fund

Employer-Teamsters Local Nos. 175 & 505 Pension
Fund
6810 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304
(304) 925-4181 (office)
(304) 925-4188 (fax)

Teamsters Local No. 453

Health & Welfare Fund

Cumberland, Maryland Area Teamsters
Construction Banking Fund
200 South Lee Street
Cumberland, Maryland 21502
(301) 722-5720 (office)
(301) 722-4369 (fax)

Pension Fund

Cumberland, Maryland Teamsters Construction
and Miscellaneous Pension Fund
200 South Lee Street
Cumberland, Maryland 21502
(301) 722-5720 (office)
(301) 722-4369 (fax)

Teamsters Local No. 697

Health, Welfare & Pension Funds

Central States Southeast and Southwest Areas
Health, Welfare & Pension Fund
P.O. Box 5109
Des Plaines, IL 60017-5109
(847) 518-9800 x 3279 (Mark Schneider)
(847) 518-9800 x 3053 (Peter Priede)

INDEX

Preface	1
Article I -Definitions	1
Article II -Union Security	3
Article III -General Working Conditions	4
Article IV -Wages and Work Periods	6
Article V-Holidays	8
Article VI - Discharge	9
Article VII – Health, Welfare, Pension Funds, Apprentices and Training Funds, Annuity and Construction Industry Fund	9
Article VIII -Grievances and Arbitration	10
Article IX – Jurisdictional Disputes	11
Article X - Hiring Halls	12
Article XI - Responsibility of Parties	12
Article XII - Termination	13
Article XIII – Miscellaneous	13
Teamsters	14
Miscellaneous	15
Report Time	15
Seniority	16
Work Assignment	16
Trust Fund	16
Hiring Hall	18
Definitions	20
Classification and Wages	21
Targeted Agreement	24
Article I - Definitions	25
Article II -Union Security	25
Article III - Management Rights	26
Article IV - Selection of Employees.....	28
Article V - Travel and Subsistence.....	28
Article VI - Absenteeism.....	28
Article VII - Hours Worked, Overtime Shift.....	29
Article VIII - Report Time	29
Article IX - Holidays... ..	29
Article X - Wage Rates and Fringe Benefits	29
Article XI - Labor/Management Relations.....	30
Article XII - Work Assignments and Jurisdictional Disputes	31
Article XIII - Discharge	31
Article XIV - Work Stoppages and Lockouts	32
Article XV - Subcontracting	32
Article XVI - Protection of Life and Property	32
Article XVII - Equal Employment Opportunity	33
Article XVIII - Parties to the Agreement and Seniority ..	33
Article XIX - Savings Clause	33
Article XX - Term of the Agreement	33
Article XXI - Wage Rate Provisions and Schedules & Other Provisions ..	34
Article XXII - Miscellaneous Provisions	34

WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT made and entered into this 7th day of December, 2006, by and between the undersigned CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC., representing the members thereof doing business in all Counties within the State of West Virginia, hereafter called "Employer", and the undersigned Local Unions, herein after called "Unions" to cover all heavy and highway construction work performed by the aforesaid contractors in all counties within the State of West Virginia;

WHEREAS, the parties desire to stabilize employment, promote harmonious relationships, and provide a medium whereby Employers and Unions cooperate each with the other; and

WHEREAS, the Employer hereby recognizes and acknowledges that the Unions signatory hereto are the exclusive representatives of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining, as provided by the Labor Management Relations Act of 1947, as amended; and the Unions recognize the Constructors' Labor Council of West Virginia, Inc. as the duly authorized bargaining agent for its members;

NOW THEREFORE, Employer and Unions, acting by their duly authorized agents, agree as follows:

ARTICLE 1 Definitions

Section 1. "Contractor" or "Employer," where used in this Agreement, means any contractor or employer engaged in "Heavy and Highway Construction" work or Railroad Construction, but does not mean or include any contractor or employer engaged in "Building Construction" as this class of construction work is separate and distinct from "Heavy and Highway Construction" work in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the workmen required.

Section 2. The word "Work," when used herein means "heavy and highway construction" work and "railroad construction."

Section 3. (a) Heavy Construction and Railroad Construction is defined as constructing, substantially in its entirety, any fixed structures, improvement or modification thereof, addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, (not including Building or Highway Construction), including, without limitation, railroad and street railway construction projects, sewers and water mains, retaining walls, viaducts, drainage projects, flood control projects, reclamation projects, airports, athletic fields, reservoirs, water supply projects, water power developments, hydroelectric developments, transmission lines, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoff, intakes, dredging projects, jetties, breakwaters, docks, harbors, roads, bridges, parking lots, sidewalks, building construction sites, industrial plant sites, sewage disposal and water treatment plants, excavation and disposal of earth and rock, including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and servicing the aforementioned works and services.

(b) However, all structures which are erected to house electrical generating equipment and

auxiliary equipment, including supporting bases, shall be excluded from this Heavy and Highway Construction Agreement.

(c) Building Trade rates and conditions shall apply to any buildings which may be required in the construction of any of the work included in the scope of this Agreement, where such buildings are customarily constructed under Building Trades conditions.

Section 4. (a) It is understood that where "industrial plant sites" is mentioned in the preceding section as included in the scope of the Heavy Construction Industry, it shall cover all work in connection with the clearing, grading and drainage of the site, including the roughing out to the top of the footer elevation; also all construction of roads, parking lots, sidewalks, railroads, and dams and when such work is let as a separate contract by the owner or as a subcontract by the prime Contractor.

(b) On "building construction sites" as mentioned in the preceding section as included in the scope of the Heavy Construction Industry, it shall cover all work in connection with the clearing, grading and drainage of the site, including the roughing out to the top of the footer elevation; also all construction of roads, parking lots, sidewalks, railroads, dams and also construction of water lines and sewers to within five (5) feet of the building line, when such work is let as a separate contract by the owner or as a subcontract by the prime Contractor.

(c) On "industrial plant sites" and "building construction sites" the work described in sub-paragraph (a) and (b) above shall be done under the Heavy and Highway Construction wage rates and conditions. Any work not so described shall be done under Building Trade wage rates and conditions.

(d) River work and construction of water lines and sewers to within five (5) feet of the building lines on "industrial plant sites" shall be worked using Heavy Construction conditions and Building Trade rates.

(e) All water treatment plants shall be covered by this Agreement.

(f) All sewage disposal plants shall be covered by this Agreement.

(g) The work covered in sub-paragraphs (a), (b), and (d) above, will be performed under this Heavy and Highway Construction Agreement regardless of which type of contractor secures the whole general contract covering both Heavy and Building types of work. The contractor may subcontract the Heavy work or a separate organization must be set up and maintained to handle such Heavy work, or else all work must be done under conditions provided for under Building Trade wage rates and conditions. Interchange of employees on work done under different provisions shall not be permitted.

Section 5. (a) Highway construction work is defined as all work ordinarily included in highway construction projects. It includes highway tunnels and bridges, highway and street grading, paving and drainage, culverts, manholes, water and other utility pipelines (when included in the contract), sidewalks (when included in the contract), retaining walls, underpasses and overpasses (when included in the highway contract), highway viaducts, cloverleaf structures, curbs and sidewalks, seeding and landscaping, clearing (when included in the contract), guardrails and fences, and including the erection, dismantling, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with or serving the aforementioned work.

(b) Bridges over those rivers in or bordering on the State whose design is required to be approved by the United States Government shall be included and covered by this agreement.

All work on such bridges from and including the abutment or first land pier on one side of the river to and including the abutment or first land pier on the other side of the river and including but not limited to coffer dams, excavation, concrete work for sub-structure and super-structure, including the concrete deck shall be included and covered by this Agreement.

(c) Either party to this Agreement may call for a pre-bid conference to discuss the applicability of Article 1, Section 3(b) as said Section may affect the project.

(d) Highway Work in Industrial Plants is included and covered by this Agreement.

Section 6. Throughout this Contract wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

ARTICLE II Union Security

Section 1. All present employees, within the meaning of this Agreement, who are members of the Unions on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Unions. All present employees who are not members of the Unions and all employees who are hired hereafter shall become and remain members of the appropriate Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this Article shall, upon the request of the Union, result in the termination of such employee. The employer shall not justify the discrimination against any employee for non-membership in the Union, (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Employer agrees to check off Union dues and initiation fees, and turn same over to the proper Union officials upon presentation of proper authorization cards supplied by the Union and signed by the employee, in conformity with the Labor Management Relations Act of 1947, as amended. Employer, upon request, will supply Unions with a list of all its employees covered by this Agreement.

Section 2. The minimum wage scales to be paid by Employer shall be as set out in the schedules attached hereto, except that such schedules may be amended by mutual consent.

Section 3. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin, and all parties this Agreement shall comply with the Civil Rights Act of 1964, Executive Orders 11246 and 11375 and Americans with disabilities Act of 1990, together with the appropriate provisions of the Federal Highway Act of 1968, as amended.

ARTICLE III General Working Conditions

Section 1. Employees shall immediately report to the Employer in writing, all defects in equipment and all accidents, together with the names and addresses of all witnesses to the accidents. Employer shall furnish the Union concerned with a report of each lost time accident involving a member of that Union on a form to be agreed upon.

Section 2. Employer shall not require employees to take on the street or highways any vehicles not equipped with safety appliances prescribed by law, or any vehicle that is not in a safe operating condition.

Section 3. When occasion arises when an employee reports defective equipment to Employer and receives no satisfaction, he shall report the matter to the officers of his Union, who shall in turn consult with Employer.

Section 4. Employees shall not be responsible for goods stolen, lost or damaged for the equipment under their charge, unless the loss is caused by neglect on the part of the employee.

Section 5. Employer shall man his equipment at all times with a sufficient number of men to properly handle the load. There shall be no limit on production by workmen nor restrictions on the full use of tools and equipment. There shall be no restrictions other than may be required by safety regulations on the number of men assigned to any crew or to any service except as otherwise provided for in this Agreement.

Section 6. Employer shall not ask employees to enter into any agreement in conflict with this Agreement; however, this Agreement may be amended by mutual consent of the Council, as bargaining representative of the Employer members, and the Union's business manager, as the bargaining representative of the employees, where such mutually agreed amendments consist of competitive adjustments to promote the use of Union Contractors and a unionized construction craft work force. Such amendments shall be reduced to writing and made available to all Union Contractors bidding such projects. The parties hereto agree to meet monthly, or as necessary, to evaluate past projects bid and pending projects to be bid for the purpose of determining the impact of such adjustments and the needs for competitive adjustments to the wages, hours and working conditions herein established.

Section 7. Unions shall select a working steward on each job, whose duties shall be to ascertain the standing of the men employed and look after the general interest of the Union on that job, and he shall remain on the job at all times when other employees of the same craft are working. However, when more than one shift is employed there shall be a steward for each shift. The steward shall have no authority to cause a strike or work stoppage. He shall not be discriminated against for discharging his duties as a steward. Before the Contractor may discharge or lay off a steward, he must discuss it with the local business agent having jurisdiction over the work. The Union shall notify the Employer in writing the name of the steward of each job. Designated officials of the crafts shall be permitted upon the job site provided that said official complies with safety regulations and does not affect the work in progress.

Section 8. Employer shall furnish a designated Union official on each job with the names of any

new employees not later than eight (8) days after employment upon forms to be supplied by each Union.

Section 9. Employer shall comply with all of the safety and sanitary regulations specified by the laws of the United States of America and the State of West Virginia. Required safety equipment shall be furnished by the Employer.

Section 10. If after analysis by a recognized testing laboratory, materials used in construction are found to be injurious to health and safety to employees, the Contractor will endeavor to correct the situation through reasonable protective measures or substitution of other materials.

Section 11. Contractor shall use his own equipment whenever practical. The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement. The Employer further agrees that he will not subcontract, assign or transfer any portion of the general contract to any subcontractor who is not a party to this bona fide collective bargaining agreement. The failure of any subcontractor to abide by the wages, hours and working conditions on any work sublet, assigned, or transferred by the Employer shall constitute a breach of this Agreement; and after the grievance procedure has been exhausted, if any party remains in violation, then the no-work stoppage or lockout provision of this contract shall not apply.

All work covered under the scope of this Agreement to be performed on the job site shall be subcontracted only to an Employer who is a party to this current, written collective bargaining agreement with the Union. In such subcontracts, provision shall be made to require subcontractors to adhere to the conditions of this collective bargaining agreement.

All such work assignable to employees covered under the scope of this Agreement not to be performed at the job site shall be subcontracted only to an Employer who observes the wages, and benefits of overall labor cost established herein. No such work shall be subcontracted on terms that fail to require subsequent Employers to adhere to these conditions, provided however said subcontractor or supplier shall be competitive and available in the area.

Section 12. The term "owner-operator" includes a person or persons who own their own pieces of equipment and hire out said equipment to the Contractor for the performance of bargaining unit work herein. The term driver of leased equipment includes an "owner-operator" and a driver of equipment owned by another person who hires out or leases one or more pieces of equipment to the Contractor for the purpose of performance of bargaining unit work herein.

The performance of bargaining unit work defined by the scope of this Agreement for the Contractor by an owner-operator or driver of leased equipment shall be governed by the provisions of this Agreement. It is understood that this Section does not apply to the first point of delivery.

Section 13. When employees are required to work away from their home base of operation on work of a temporary nature, room, board, and transportation shall be provided by the Employer. When employees are required to work away from their home base of operation on a regular job, they shall provide their own room and board. The employee shall be paid for no less than eight (8) hours or his regular shift hours for each day of temporary duty, whichever is greater, and in addition, payment for all other time required in the service of the Employer.

Section 14. Necessary foul weather gear, including over-the-shoe boots, shall be supplied by the Contractor when the weather or type of work requires it and shall be chargeable to the man if lost or damaged beyond ordinary wear and tear.

Section 15. Slow downs, stand-by crews and feather bedding practices will not be tolerated.

Section 16. The number of men to be employed shall be at the sole discretion of the Contractor unless otherwise provided in this contract. The fact that certain classifications and rates are established does not mean that the Contractor must employ workmen for any one or on such classifications or to man any particular piece of equipment that happens to be on the job unless the Contractor has need for such equipment.

Section 17. The Contractor will make every reasonable effort to provide ice water from April 1 through October 31.

Section 18. Each employee shall furnish the Employer with a phone number or a point of contact where said employee may be reached for notice of work status. Employer agrees to not unreasonably withhold "lay-off slips" or "low earnings slips" if same is requested by an employee.

Section 19. In the event Saturday is to be worked, notification must be given the Crafts prior to the completion of the Friday daylight shift.

Section 20. Employers shall make all reasonable effort, except in the case of an emergency, to notify employees of overtime by the beginning of their lunch break.

ARTICLE IV Wages and Work Periods

Section 1. (a) On Heavy and Highway construction the starting time of a regularly scheduled shift shall be between the hours of 6:00 a.m. and 8:00 a.m. When multiple shifts are worked and/or paving operations, the starting time of the regularly scheduled shift shall be between the hours of 6:00 a.m. and 8:00 a.m., Monday through Sunday inclusive.

(b) Starting time of such regularly scheduled shift shall be established at the pre-job conference. A Contractor may elect to change the starting time of the first or starting shift between the hours of 6:00 a.m. and 8:00 a.m., but must give the Union twenty-four (24) hours notification in advance. If notice is not given Contractors shall pay overtime. Notice shall be effective if orally given to the steward and subsequently confirmed in writing to the respective business agent.

(c) It is recognized and agreed that on certain types of work due to owners' specifications, governmental restrictions and/or traffic conditions, the work or part of the work must be done on multiple shift basis, in which event such shift will be permitted to conform with such restrictions as to starting time or time between shifts, which must be determined at the pre-job conference.

(d) Employers shall make all reasonable effort, except in the case of an emergency, to notify employees of overtime by the beginning of their lunch break.

Section 2. Employees are to be paid weekly. The work week shall begin with the daylight shift Monday morning, and payment of wages shall be made not later than Friday of the following work week. Employees who report for their pay check on a day when there is no work scheduled because of weather or other causes shall not be eligible for reporting pay. All pay checks will be available at the start of the day shift. The employee may ask the Contractor to mail his check to his home on a non-work pay day and the Contractor will mail said check prior to 12:00 noon on said day.

Section 3. (a) An employee whose employment is terminated or who is laid off for the "convenience of the employer" shall be paid within one (1) hour of the time of termination or at the end of the shift whichever is first. The employer shall anticipate such termination or lay-off and have employee's pay available on the second or third shifts. He shall be paid at the straight time rate if he is required to wait beyond such period.

(b) An employee who is discharged for cause on the first shift shall be paid within one (1) hour of such discharge and if discharged for cause on the second or third shift shall be paid within one (1) hour after he appears at the field office and makes request on the first subsequent day shift. He shall be paid straight time if he is required to wait beyond one (1) hour after such request is made.

c) In no event shall a workman receive more than eight (8) hours' straight time pay in any one day which he may be required to wait.

d) If a workman leaves the job on his own accord, he shall wait for his pay until the next regular pay day.

Section 4. An employee whose work is terminated shall be given sufficient time in which to gather his personal belongings and tools. If an employee is injured and forced to leave the job, his steward shall be given a reasonable time to gather the injured man's personal belongings and tools.

Section 5. Employer agrees to grant the necessary leave of absence without pay in case of sickness or injury, and employee shall receive his former position, if available, upon recovery or the expiration of the leave.

Section 6. When an employee is injured on the job, it is the responsibility of the Contractor to provide first aid and transportation of the employee to the nearest hospital or physician or to a physician of the employee's choice. Upon admittance to the hospital by a physician, responsibility of the Employer terminates and the employee is under the supervision and jurisdiction of the physician and the Workers' Compensation Program for treatment and reassignment to duty status. If the employee is allowed to return to work by the physician, and if the employee should require further examination or treatment during duty hours, then the Employer shall arrange transportation and shall pay the employee for such portion of the work day that he is not on the job, provided that the employee may be requested to furnish adequate proof of his attendance for medical treatment. The Employer shall not be responsible for payment to the man for any time devoted to such examination or treatment before or after the normal workday.

Section 7. Except where provided otherwise by the United States Government, forty (40) hours shall constitute a normal work week. All construction work performed on Saturday shall be computed on time and one-half basis. All productive work performed on Sunday shall be computed on a double time basis, and not less than four (4) consecutive hours of work shall be given. See "Triple Shift

Exception" - Section 9 below.

Section 8. (a) On Heavy and Highway Construction and Railroad Construction, when three shifts are established and operated, the first or daylight shift will consist of eight (8) hours' work, plus one-half (1/2) hour for lunch. The second shift will consist of seven and one-half (7-1/2) hours' work, plus one-half (1/2) hour for lunch. The third shift will consist of seven (7) hours' work, plus one-half (1/2) hour for lunch.

(b) When two 8 or 10-hour shifts are established and operated, a one-half (1/2) hour free lunch period will be provided. Therefore, employees will be on the project site for 8-1/2 hours or 10-1/2 hours, but will be paid only for 8 or 10 hours. In the event of the utilization by the Contractor of three shifts, the language provided in paragraph (a) above, Section 9, will prevail.

Section 9. On triple shift operations, the normal work week shall begin with the first shift Monday morning. All work performed between the beginning of the first shift Friday until the beginning of the first shift Saturday, shall be considered as worked on Friday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Saturday until the beginning of the first shift on Sunday, shall be considered as worked on Saturday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Sunday until the beginning of the first shift on Monday, shall be considered as worked on Sunday and paid at the applicable rate for that day.

Section 10. Where employees are required to work overtime beyond the normal shift, the first period shall consist of two (2) hours' work, plus one-half (1/2) hour free lunch time and subsequent periods shall consist of three and one-half (3-1/2) hours' work plus one-half (1/2) hour paid lunch time. If the employee is required to work during any lunch time, he shall be paid therefore. The Contractor will, when conditions permit, provide some type of food during the second or third lunch periods.

Section 11. The wages set forth in the schedules hereinafter for the various Unions signatory to this Agreement are payable as follows:

The wages under the column 2007 are payable from and including December 7, 2006.

The wages under the column 2008 are payable from and including December 7, 2007.

The wages under the column 2009 are payable from and including December 7, 2008.

ARTICLE V

Holidays

(a) New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day shall be holidays. There shall be no work for employees on Labor Day, Christmas Day or Easter Sunday, except in cases of emergency. On holidays and Easter Sunday, the rate of pay shall be twice the regular rate; and on such days not less than four (4) consecutive hours of work shall be given. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. It is understood that holidays celebrated on Mondays through Fridays which are not worked, eight (8) hours shall be counted in the computation of hours worked for overtime purposes only. Veterans' Day may be observed on the day after Thanksgiving.

(b) Thanksgiving and Christmas holidays shall begin at 12:01 a.m. and end at 12:00 p.m. midnight. All other holidays will be observed starting at the beginning of the first shift on the holiday and ending twenty-four (24) hours later.

(c) In case of a conflict between the National and State designation of a holiday, the State designation shall be applicable.

(d) Emergency work shall be that work necessary to save life, property or work in place.

ARTICLE VI Discharge

Section 1. New employees shall be on trial for a period of fifteen (15) days worked and Employer shall be the sole judge of their ability during such trial period, except that, in case of the discharge of a steward, such dismissal shall be covered by the provisions of Article III, Section 7, of this Agreement. Employees retained after such fifteen (15) day trial period shall be deemed to be regular employees.

Section 2. Employer shall not discharge any employee without just cause. Any employee may request an investigation as to his discharge; and should such investigation prove that an injustice has been done, the employee shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from the discharge must be taken within five (5) days by written notice and a decision reached between the representatives of the Union and the Employer within ten (10) days from the date of discharge. Failure to reach an agreement will necessitate submitting the discharge to the arbitration board provided herein.

ARTICLE VII Health, Welfare, Pension Funds, Apprentice and Training Funds, Annuity and Construction Industry Fund

Section 1. (a) The Employer agrees to contribute the amount set out in the Teamsters' schedule per month to the appropriate Teamsters Union Health and Welfare Fund for all regular employees covered by this Agreement and on the payroll of the Employer for fifteen (15) days for an insurance program to be administered jointly by Employer and Union in compliance with all applicable State and Federal laws and regulations. Premiums shall be paid on every qualified employee who has worked fifteen (15) or more days and is on the seniority list, who worked five (5) or more days during any calendar month.

(b) Employer agrees to contribute the amount set out in the Teamsters' schedule per month to the appropriate Teamsters Pension Fund each month for each regular employee covered by this Agreement who has been on the payroll fifteen (15) days or more for a pension program to be administered jointly by the Employer and Union, in compliance with all applicable State and Federal laws and regulations, providing that the appropriate Federal Treasury Department assures the tax deductibility of such payments. Such Employer contribution shall be made for every qualified employee who has worked fifteen (15) days or more and is on the seniority list, who works for five (5) or more days during any calendar month.

(c) Contractors shall pay into a designated Health and Welfare fund the amount set out in the

Teamsters' Schedule per hour for each and every hour paid Teamsters covered by this Agreement, for work performed in those counties of the State of West Virginia under the territorial jurisdiction of Local No. 453.

(d) Contractors shall pay into a designated Pension Fund the amount set out in the Teamsters' schedule per hour for each and every hour paid Teamsters covered by this Agreement, for work performed in those counties of the State of West Virginia under the territorial jurisdiction of Local No. 453.

Section 2. Contractors shall pay into the West Virginia Heavy and Highway Construction Industry Fund twenty (\$0.20) cents per hour for each and every hour paid to employees covered by this Agreement, for work performed in all counties in the State of West Virginia. Each Craft shall include on its form for Health, Welfare, and/or Pension payments a space for the insertion of an appropriate amount to be paid by the Contractors into the West Virginia Heavy and Highway Construction Industry Fund. Remittance with a copy of the form shall be forwarded to the West Virginia Heavy and Highway Construction Industry Fund, Post Office Box 3778, Charleston, West Virginia 25337-3778.

Section 3. The payments set forth in this Article are in addition to the wages set forth in the attached wage schedules.

Section 4. Wherein the phrase "each and every hour paid" is used in this Agreement, it shall mean "clock hour" including reporting time.

Section 5. Wherever the term "wages" is used in this Agreement, it shall mean the hourly wage plus fringe benefits.

Section 6. The Unions may require those Employers who have not maintained an established office in the jurisdiction of the Unions for five (5) years or more or who are not previously a party to an agreement with Unions or who are delinquent or who become delinquent in payments to fringe benefit funds provided by this Agreement to procure, pay the premium for and deliver to the Union a Bond written by a responsible surety company in the sum of Twenty-five Thousand Dollars (\$25,000.00) plus any existing delinquencies due said fringe benefit funds guaranteeing the payment of all wages and fringe benefits due employees under this Agreement and all payments and penalties due as provided in this Agreement.

An Employer desiring to start work before furnishing such Bond shall make a Five Hundred Dollar (\$500.00) cash deposit with the Local Union office. His job may then proceed for a period of thirty (30) days. Thereafter, the Surety Bond must be posted before work may continue. Any such deposit shall be refunded to the Employer upon presentation of the Bond. The above Bond and cash deposits are for the purpose of securing the payment by the Employer of all payroll and fringe benefits due employees and shall be refunded to the Employer upon completion of the work, providing that all obligations with respect to payroll and fringe benefits have been paid.

ARTICLE VIII Grievances and Arbitration

Section 1. With the exception of the failure to pay scheduled wage rates and fringe benefits or violation of Section 1 of Article II, all provisions of this contract shall be subject to arbitration.

Pending, during and after arbitration, there shall be neither a lockout by the Employer nor a work stoppage by the employees. The decision of the board of arbitration shall be final and binding on the parties hereto.

Section 2. All grievances, disputes or claims which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of the terms of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

Should any such dispute arise which cannot be adjusted between the Contractor involved and the Union, it shall be taken up between a representative or representatives of the Union and a representative or representatives of the Constructors' Labor Council of West Virginia, Inc.

Section 3. Any complaint or grievance will be barred if not presented within ten (10) days after such a complaint or grievance originated. In the event the dispute is not settled within seven (7) days, either the Contractor or the Union may refer the matter to arbitration at any time within ten (10) days after the meeting of the Union representative or Council representative by mailing written notice of intention to arbitrate to the other party. If no written notice or intention to arbitrate is given within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator. If within five (5) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and the Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and the Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; shall he be unable to serve, a new panel of five (5) shall be requested from FMCS.

Section 4. The impartial arbitrator shall be the chairman of the arbitration hearing. The decision of the majority of the arbitrators shall be final and binding upon both the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives. The expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be shared equally by the Employer and the Union.

ARTICLE IX

Jurisdictional Disputes

Section 1. There shall be no work stoppages in any dispute over jurisdiction between the Unions signatory hereto, and any dispute over assignment of work shall be conducted as follows:

(a) When a Contractor shall secure work, he shall hold a pre-job conference with representatives of the Unions before commencing work, for the purpose of assigning the work to each Craft to which such work properly belongs.

(b) When the Contractor and the Unions are unable to agree on the assignment of work in any pre-job conference, and a dispute shall arise between two (2) or more Unions as to which Craft the work properly belongs, the Contractor, in assigning the work, shall be guided by all decisions and agreements of record as well as rulings of the National Joint Board affecting such assignment; and if

there be no such ruling or agreement, then such assignment shall be in accordance with the prevailing trade practice, as set out in the Plan of the Impartial Jurisdictional Dispute Board for the Settlement of Jurisdictional Disputes.

(c) The Unions involved in such disagreement shall immediately submit the dispute to the Impartial Jurisdictional Dispute Board for decision. If the Unions shall not so submit the dispute the Employer shall have the right to request a decision from the impartial Jurisdictional Dispute Board. Pending a decision by the Impartial Jurisdictional Dispute Board, there shall be no work stoppage, and the work shall be performed as assigned by the Employer.

(d) Where a dispute arises during the construction of a job that involves work claimed by two or more Crafts, and the work was not assigned in the pre-job conference, the Contractor shall arrange a conference with the Business Agents of the Crafts involved and assign the work to the Crafts which the Business Agents agree should receive it. If such Agents cannot agree, the Contractor shall assign the work which shall be performed as assigned, and the dispute shall be taken to the Impartial Jurisdictional Dispute Board, all as heretofore provided.

(e) If the work shall be claimed by any Craft not signatory to this Agreement, the Contractor shall assign the work to the best of his ability and work shall proceed as so assigned until such time as the dispute has been settled, as heretofore provided.

(f) Wherever in this Article the Impartial Jurisdictional Dispute Board is referred to, it shall mean the Impartial Jurisdictional Dispute Board for the Settlement of Jurisdictional Disputes or its successor.

ARTICLE X Hiring Halls

Section 1. Employer has executed hiring hall agreements with the Teamsters' Locals. Copies of said agreements are to be attached to and made a part of the Teamsters' schedule.

Section 2. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and all parties to this Agreement shall comply with the Civil Rights Act of 1964, Executive Orders 11246 and 11375, together with the appropriate provisions of the Federal Highway Act of 1968, as amended.

Section 3. In the event a Union is unable to refer applicants as requested by the Contractor within the time limit set forth in the hiring hall agreement, the Contractor will, through his recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex, age or national origin, making full efforts to obtain qualified minority group persons.

ARTICLE XI Responsibility of Parties

Section 1. The parties hereto agree that Constructors' Labor Council of West Virginia, Inc. is acting only as the negotiating representative for its subscribing members, and that it shall not be liable as a corporate entity for any violation of this Agreement by any of its subscribing members. Constructors' Labor Council of West Virginia, Inc. certifies that it is authorized by its membership to execute this Agreement on their behalf; and it agrees to furnish Unions a list of all members

subscribing thereto; and if requested to do so by Unions, it will furnish them written authorization from each of its members authorizing it to act for them for collective bargaining purposes.

Section 2. Unions agree that the breach or violation of this Agreement by any one or more members of Constructors' Labor Council of West Virginia, Inc., shall not be treated by them as cause for calling a strike or strikes against members not in violation. Unions further agree that the members of Constructors' Labor Council of West Virginia, Inc. shall be severally, and not jointly, liable for any breach or violation of this Agreement.

Section 3. Unions shall furnish Constructors' Labor Council of West Virginia, Inc., with a copy of any agreement between any of the Unions and any Contractor or Contractors not a member of Constructors' Labor Council of West Virginia, Inc., wherein such Contractor agrees to work under the terms and/or conditions set forth in this Agreement.

Section 4. Constructors' Labor Council of West Virginia, Inc., agrees that the Unions signatory hereto shall be severally, and not jointly, liable for any breach or violation of this Agreement.

Section 5. In the event any provisions of this Agreement are held to be in conflict with any state or federal law applicable hereto, the parties shall not be bound by the provisions affected by such law; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XII

Termination

Section 1. This Agreement shall remain in full force and effect from December 7, 2006, to and including December 6, 2009, and thereafter from year to year unless either party notifies the other party, in writing, of its intention to terminate the said Agreement, at least sixty (60) days prior to the expiration of any contract year.

Section 2. Negotiations for a contract for the year 2010 shall be commenced on or before September 30, 2009.

ARTICLE XIII

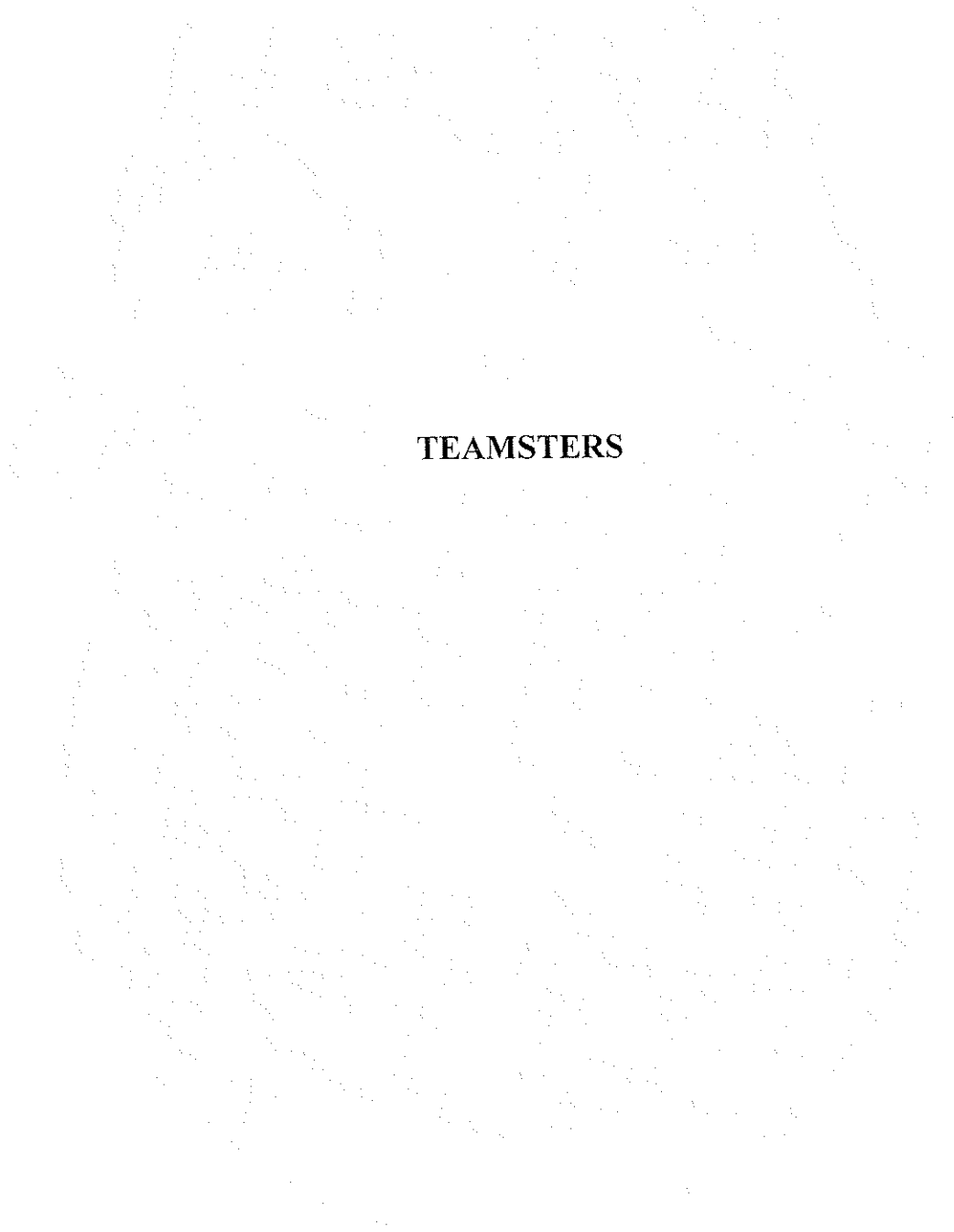
Miscellaneous

Section 1: Single Craft Agreement. It is agreed and understood that Constructors' Labor Council of West Virginia, Inc. is the representative for Employers who are members of the Association. However, all Employers are not required to be bound by each and every collective bargaining agreement entered into by the Employer Association. Constructors' Labor Council of West Virginia, Inc. maintains records to indicate which of its members have chosen to be bound by each agreement.

Section 2: Seniority. It is further agreed and understood that seniority is not applicable to projects valued \$3,000,000.00 and below and may be waived by mutual agreement of the Teamsters and the Council on projects of higher value.

IN WITNESS WHEREOF of the duly authorized representatives of the undersigned EMPLOYERS whose signatures are affixed hereto; and the duly authorized representatives of the undersigned UNIONS whose signatures are affixed hereto as such representative; and for and in behalf of the Employers and such Unions, and the officers and agents and members thereof, at Charleston, West Virginia.





TEAMSTERS

MISCELLANEOUS

1. Double Hitched Equipment operated by one driver shall pay 50% more than the wages set out above.
2. Twenty-five cents (\$0.25) per hour shall be added to all the above classifications for tunneling and for all other underground work.
3. All work in excess of eight (8) hours in any one day or forty (40) hours in any one week and all work on Saturday shall be paid for at one and one-half (1 1/2) times the regular rate. All productive work on Sunday shall be paid for at two (2) times the regular rate. Non-productive work shall be that performed by Teamsters hauling water for curing of concrete and dust control.
4. Where Teamsters are required to work on Sunday directly with other crafts receiving double time pay for Sunday work, Teamsters shall receive double time pay for Sunday.
5. Reporting time and other time not worked shall be paid for at the straight time rate and shall not be used in computing overtime.
6. A foreman shall be required where five (5) or more teamsters are used by the Employer on any one shift.
7. Employers shall furnish one way transportation for the first trip away from the Employer's base of operation to a particular job and all time spent in the service of the Employer shall be paid at the regular hourly rate including time spent while being transported, except in the case of delays beyond the control of the Employer.
8. Rates shall be negotiated for any type of equipment not specifically set out above.
9. Any work claimed by a craft and/or any work assigned to a craft by a contractor that traditionally or historically is work performed by the Teamsters, the contractors will be held accountable for all lost wages and benefits lost by the Teamsters.
10. It is agreed and understood that Constructors' Labor Council of West Virginia, Inc. is the representative for Employers who are members of the Association. However, all Employers are not required to be bound by each and every collective bargaining agreement entered into by the Employer Association. Constructors' Labor Council of West Virginia, Inc. maintains records to indicate which of its members have chosen to be bound by each agreement.

REPORTING TIME

Teamsters who have been ordered to report for work in Highway Construction shall be paid for two (2) hours reporting time unless notice of call-off shall be given eight (8) hours prior to the beginning of the day shift and six (6) hours prior to the beginning of the night shift. When ordered to and put to work, they shall be paid for not less than four (4) hours work; but if the work is halted or stopped at any time after beginning for some reason beyond the Contractor's control, then Teamsters shall be paid only for the time they work, but for not less than two (2) hours.

SENIORITY

1. In all cases of decreasing and increasing the working forces, seniority shall prevail at the Employer's establishment or jobs to the following extent only:

(a) The last man employed shall be the first man laid-off when layoffs are made.

(b) The senior employee (oldest man in point of continuous service) shall be given first choice when the Employer assigns work involving higher classifications, providing said senior employee is qualified to properly perform said work. Further, in order to determine whether said senior employee is qualified, it is mutually agreed that the Employer will permit said senior employee to actually try to operate the equipment carrying the higher wage rate; and if said senior employee can and does operate said equipment satisfactorily, then said senior employee is qualified as the term is herein used.

(c) In the event of a dispute between the Employer and the Union as to the qualification of an employee, the Union and the Employer representatives will meet promptly and seek to resolve the dispute equitably. If they are unable to agree, the matter will be settled in accordance with the grievance procedure outlined herein.

2. A list of employees rated according to seniority shall be furnished to the Union office by the Employer and thereafter a list will be furnished to the Union office showing any deletions and additions thereto.

3. Seniority shall not apply to breakdowns or shutdown periods during the working day. An employee whose vehicle is broken down shall not be permitted to exercise his seniority for the balance of the day over employees junior to him. However, when a vehicle shall be out of service for more than one (1) day, then the senior employee shall exercise his seniority over men junior to him on the seniority list of the working day following the breakdown.

4. Seniority is not applicable to projects valued \$3,000,000.00 and below and may be waived by mutual agreement of the Teamsters and the Council on projects of higher value.

WORK ASSIGNMENTS

The Heavy and Highway Agreements indicate that pick-up trucks come under the Teamsters' jurisdiction and when used for a general hauling of materials, equipment, tools and personnel, a Teamster shall be used as the driver. It has been the understanding of these Agreements that when a pickup is used for foreman, mechanics and other personnel in administrative and supervisory functions, the pickup is considered transportation and does not require a Teamster driver. It is not intended that pick-up trucks driven by superintendents, foremen and other administrative or supervisory personnel are to be used for the hauling of materials which is normally done by Teamster employees. Pick-up trucks as set forth in this paragraph shall be discussed at pre-job conferences.

TRUST FUNDS

Payments into the Trust Funds specified in Article VII of the Agreement, shall be made to the respective Funds as indicated below. Where one or more Fund offices are indicated, payments shall be made to that Fund wherein the work is located. Further information regarding the specific Fund and

necessary forms for reporting payments may be obtained from the business agents or the Fund office indicated.

1. Local 175
Employer Teamsters Local Nos. 175 & 505
Health & Welfare & Pension Funds
6810 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304

2. Local 505 - Health & Welfare
Central States Health & Welfare Fund
Dept 10291
Palatine, Illinois 60055-0291

Local 505 - Pension Fund
Employer Teamsters Local Nos. 175 & 505 Pension Fund
6810 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304

3. Local 453 - Health & Welfare Fund
Cumberland, Maryland Area Teamsters
Construction Banking Fund
200 South Lee Street
Cumberland, Maryland 21502

Local 453 - Pension Fund
Cumberland, Maryland Teamsters
Construction and Miscellaneous Pension Fund
200 South Lee Street
Cumberland, Maryland 21502

4. Local 92 - Health & Welfare Fund
Teamsters Ohio Contractors Association
Health & Welfare Fund
435 South Hawley Street
Toledo, Ohio 43609

Local 92 - Pension Fund
Central States Southeast and Southwest Areas
Pension Fund
P.O. Box 5109
Des Plaines, Illinois 60017-5109

5. Local 697 - Health & Welfare Fund
Central States Southeast and Southwest Areas
Health, Welfare and Pension Fund
P.O. Box 5109
Des Plaines, Illinois 60017-5109

HIRING HALL AGREEMENT

To provide an efficient, competent, and safe system of production in the construction industry; to eliminate the evils of casual employment; thereby securing a fair distribution of employment and a living wage to those workmen who must gain their livelihood from the industry to which they contribute their labor and to provide an orderly procedure of referral of applicants to employment, there is hereby established this plan of referral between CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC., hereinafter referred to as the EMPLOYER and TEAMSTERS' LOCALS OF WEST VIRGINIA, hereinafter referred to as the UNION.

1. Key man may be employed directly by the EMPLOYER. The EMPLOYER may request that former employees, who have been on a layoff status for a period of six (6) months or less, be referred for employment without regard to their position on the Group lists. If the former employees are available, they shall be referred in accordance with the EMPLOYER'S request. The determination of key men shall be made jointly by the Union Business Representative and the Constructors' Labor Council of West Virginia, Inc., Representative.

2. The Employer shall notify the Union of his need for employees at least thirty-six (36) hours in advance of the time they must report to the job. In requesting referrals, the Employer shall specify to the Union the number of employees required, the location of the job, the nature and type of work to be performed and such other information as is deemed essential in order to enable the Union to make proper referral of applicants.

3. The Employer shall not recruit or hire applicants not referred by the Union. Except that if the union is unable to refer applicants for employment to the Employer within thirty-six (36) hours of the time of receiving the Employer's request. Saturdays, Sundays, and Holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Business Manager promptly of names and Social Security numbers of such employees.

4. Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union membership, by-laws, rules, regulations, constitutional provisions, or any aspect or obligation of union membership policies or requirements.

5. The Employer reserves and shall have the right to accept or reject any applicants referred by the Union, subject to the appellate procedure provided for herein.

6. The Union shall maintain a list of persons available for employment at the offices of the following Local Unions: 175, 92, 505, and 453.

7. There shall be no discrimination against any employee or applicant for employment because of age, race, color, religion, sex or national origin, and all parties to this Agreement shall comply with the Civil Rights Act of 1964, Executive Orders 11246 and 11375, together with the appropriate provisions of the Federal Highway Act of 1968, as amended.

8. In the event a Union is unable to refer applicants as requested by the Employer within the time limit set forth in the hiring hall agreement, the Employer will, through his recruitment procedures, fill the employment vacancies without regard to age, race, color, religion, sex or national origin, making full efforts to obtain qualified minority group persons.

9. Registration and referral of applicants shall be in accordance with the following plan. The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which he qualifies.

GROUP A

All applicants who have five (5) or more years' experience in the trade as a Teamster and have been employed for a period of at least one year during the last five years in the trade under a collective bargaining agreement between the parties to this Agreement, and who have maintained residence for the past year within the geographical area consisting the normal construction labor market.

GROUP B

All applicants who have three (3) or more years' experience in the trade as a teamster and have been employed for a period of at least six months during the last three years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP C

All applicants who have one (1) or more year's experience in the trade as a Teamster and have maintained residence for the past year within the geographical area constituting the normal construction labor market.

GROUP D

All applicants who have had one or more year's experience in the trade as a Teamster.

GROUP E

All other applicants.

10. The Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order they registered as available for employment.

11. The Union shall refer applicants to the Employer by first referring applicants in Group A in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group B, then Group C, then Group D, and then Group E. Any applicant who is rejected by the Employer shall be returned to his appropriate place within the Group and shall be referred to another Employer in accordance with the position of his Group and his place within the Group. Upon a registrant's being referred for employment and actually employed on a job more than five (5) days, such registrant's name shall be removed from the list until such time as his employment has been terminated, at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept the referral such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered. Any applicant who fails to appear for referral by the time his name is up on the waiting list the second time, shall be removed from the list until such time as he re-registers.

12. Registration of applicants for referral shall be had not less than once each week for a period or

periods of not less than two (2) hours' duration. Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union Office and on the job site in conspicuous locations not less than forty-eight (48) hours before any registration period.

13. The order of referral set forth above shall be followed except in cases where employers require and call for employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

14. The Union shall require all job applicants who have not previously registered to submit a resume of experience and qualifications in order to determine their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.

15. In the event any job applicant is aggrieved, (1) with his failure to qualify for registration, or (2) with his group classification, or (3) with his order of referral, or (4) by action of the Employer in connection with hiring, he may within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the Registration and Referral Office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An appellate tribunal consisting of an employer representative, a union representative, and an impartial chairman, appointed jointly by the Employer and the Union, shall consider the grievance and render a decision which shall be final and binding. The appellate tribunal is authorized to issue procedural rules for conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this system and its decision shall be in accord with the system.

16. The Employer and the Union shall post in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the hiring hall agreement set forth in this agreement.

DEFINITIONS

A "Normal Construction labor market" referred to in the Hiring Hall Agreement shall conform to the territorial jurisdiction of the respective local unions. The geographical areas are agreed upon by the parties to include, the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

B. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

C. "Building and construction laborer" means a person working for a contractor in the performance of work within the classification historically and traditionally recognized in the industry as the calling commonly referred to as "building and construction laborers."

D. "Key Man" shall be defined as an employee possessing special skills and abilities that the Local Union cannot refer from the register.

E. A driver shall not be required to change trucks more than three (3) times in any normal shift.

CLASSIFICATION AND WAGE RATES

Section 1: Classifications for Teamsters.

Classifications for Teamsters shall be as follows:

CLASS I: Class I shall include the following: SINGLE AXLE TRUCKS used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail, Distributor (other than Bituminous Distributors) including Towed Single Units, Material Checkers & Receivers, Team 4-Up, Greasers, Tiremen and Mechanic Tenders (Trucks), Warehouse, Yardmen, Team 2-Up, Pick-up trucks, John Deere Gators and similar equipment.

CLASS II: Class II shall include the following: TANDEM AND TRI-AXLE TRUCKS used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail and including Towed Single Units, Truck Tractors used in combination with Dumps, Van, Tank, Flatbed, Low Platform or Pole Trailers, Bituminous Distributors, Agitators or Mixer Trucks (up to and including 20 cubic yards), Rubber-tired tractors, (towing and pushing), Drag Drivers, Tag-alongs, Passenger Vans and Buses.

Class III: Class III shall include the following: OFF HIGHWAY TRUCKS, Mobile Metered Mixer, Agitator or Mixer Trucks (over 20 cubic yards), Off Highway Rear Dump Trucks, Articulating Dumps, "A" Frame, Mechanic (Truck) and/or dispatchers.

Section 2: Heavy and Highway wage rates.

A. Wage rates and fringe benefits for **Teamsters' Local Union No. 505 (Teamsters working in Cabell, Lincoln, Logan, Mason, Mingo & Wayne counties)** shall be paid the following rates for the years 2007 through and including 2009 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

WAGE RATES

	2007	2008	2009
Class I	\$23.19	\$23.90	\$24.50
Class II	\$24.09	\$24.84	\$25.47
Class III	\$24.83	\$25.60	\$26.26

FRINGE BENEFITS

Health and Welfare	\$ 6.27	\$ 6.96	\$ 7.63
Pension	\$ 5.40	\$ 5.40	\$ 5.40
WV H/H CIF	\$ 0.20	\$ 0.20	\$ 0.20

TOTAL BENEFITS

	\$11.87	\$12.56	\$13.23
--	---------	---------	---------

B. Wage rates and fringe benefits for **Teamsters' Local Union No. 175 (Teamsters working in Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood & Wyoming Counties)** shall be paid the following rates for the years 2007 through and including 2009 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

WAGE RATES

	2007	2008	2009
Class I	\$21.97	\$22.77	\$23.77
Class II	\$22.76	\$23.56	\$24.56
Class III	\$23.44	\$24.44	\$25.24

FRINGE BENEFITS

Health and Welfare	\$ 965.00	\$1,025.00	\$1,025.00
Pension	\$ 889.65	\$ 922.58	\$ 960.71
WV H/H CIF (per hour)	\$ 0.20	\$ 0.20	\$ 0.20

C. Wage rates and fringe benefits for **Teamsters' Local Union No. 92 (Teamsters working in Brooke & Hancock Counties)** shall be paid the following rates for the years 2007 through and including 2009 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

WAGE RATES

	2007	2008	2009
Class I	\$23.41	\$23.96	\$24.38
Class II	\$25.04	\$25.65	\$26.13
Class III	\$25.77	\$26.41	\$26.92

FRINGE BENEFITS

Health and Welfare	\$ 5.57	\$ 6.07	\$ 6.57
Pension	\$ 4.50	\$ 4.80	\$ 5.10
WV H/H CIF	\$ 0.20	\$ 0.20	\$ 0.20

TOTAL BENEFITS	\$10.27	\$11.07	\$11.87
-----------------------	----------------	----------------	----------------

D. Wage rates and fringe benefits for **Teamsters' Local Union No. 697 (Teamsters working in Marshall, Ohio & Wetzel Counties)** shall be paid the following rates for the years 2007 through and including 2009 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

WAGE RATES

	2007	2008	2009
Class I	\$22.88	\$23.26	\$23.53
Class II	\$23.73	\$24.14	\$24.44
Class III	\$24.42	\$24.86	\$25.19

FRINGE BENEFITS

Health and Welfare	\$ 6.27	\$ 6.96	\$ 7.63
Pension	\$ 126.00	\$ 135.10	\$ 144.60
WV H/H CIF	\$ 0.20	\$ 0.20	\$ 0.20

*Pension per week shall be paid for Employees working one (1) or more working days.

E. Wage rates and fringe benefits for **Teamsters' Local Union No. 453 (Teamsters working in Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan & Pendleton Counties)** shall be paid the following rates for the years 2007 through and including 2009 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

WAGE RATES

	2007	2008	2009
Class I	\$21.56	\$22.30	\$22.92
Class II	\$22.39	\$23.16	\$23.81
Class III	\$23.10	\$23.90	\$24.58

FRINGE BENEFITS

Health and Welfare	\$ 6.33	\$ 6.63	\$ 6.93
Pension	\$ 5.48	\$ 5.78	\$ 6.08
WV H/H CIF	\$ 0.20	\$ 0.20	\$ 0.20
TOTAL BENEFITS	\$12.01	\$12.61	\$13.21

For all local unions, Health & Welfare hourly rates in 2007, 2008 and 2009 are not to exceed the listed rates above. If minimum rates are determined to be less, then the difference shall be added into the wage.

If any Teamsters Local Union implements Working Dues, the Contractors will deduct the amount from the members' checks and remit to that Local Union.



TARGETED AGREEMENT

TARGETED AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 2006, by and between the undersigned CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC., representing the members thereof doing business in all Counties within the State of West Virginia, hereinafter called "Employer", and the undersigned Local Unions, hereinafter called "Unions", to cover special Heavy/Highway construction work performed by the aforesaid contractors in all counties within the State of West Virginia;

WHEREAS, the parties desire to stabilize employment, promote harmonious relationships, and provide a medium whereby Employers and Unions cooperate with the other; and

WHEREAS, the Employer hereby recognizes and acknowledges that the Unions signatory hereto are the exclusive representatives of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended, and the Unions recognize the Employer as the duly authorized sole bargaining agent for its members;

NOW THEREFORE, Employer and Unions, acting by their duly authorized agents, agree as follows:

ARTICLE I DEFINITIONS

1. "Contractor" or "Employer" where used in this Agreement, means any contractor or employer engaged in "Targeted Construction" work, but does not mean or include any contractor or employer engaged in "Building Construction" or work as this class of construction work is separate and distinct from "Targeted Construction" work in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the workmen required.

2. The word "work," when used herein, means "Targeted Construction work."

3. (a) "Special Targeted Construction" work is all work ordinarily included in highway or heavy construction projects.

(b) Work under the category of "Targeted Construction" shall include all public work construction not to exceed \$3,000,000 and all private work construction not to exceed \$2,500,000 unless modified by project pre-bid conferences as needed.

(c) Asphalt paving projects and water pipe-line projects are now and hereafter included within the scope of this Agreement.

ARTICLE II Union Security

1. All present employees, within the meaning of this Agreement, who are members of the Unions on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Unions. All present employees who are not members of the Unions and all employees who are hired hereafter shall become and remain members of the appropriate Union as a

condition of employment not later than the eighth (8) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this Article shall, upon the request of the Union, result in the termination of such employee. The employer shall not justify the discrimination against any employee for non-membership in the Union, (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

2. Employer agrees to check off Union dues and initiation fees, and turn same over to the proper Union officials upon presentation of proper authorization cards supplied by the Union and signed by the employee, in conformity with the Labor Management Relations Act of 1947, as amended. Employer, upon request, will supply Unions with a list of all its employees covered by this Agreement.

3. The minimum wage scales to be paid by Employer shall be as set out in the schedules attached hereto, except that such schedules may be amended by mutual consent as lawful competitive adjustments and for private construction projects.

4. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin, and all parties to this Agreement shall comply with the Civil Rights Act of 1964, Executive Orders 11246 and 11375 and Americans with Disabilities Act of 1990, together with the appropriate provisions of the Federal Highway Act of 1968, as amended.

ARTICLE III MANAGEMENT RIGHTS

1. The Employer retains and shall exercise full and exclusive responsibility for the management of its operations.

2. The Employer will be the judge in determining the competency of applicants and employees with the right to hire, reject or terminate accordingly and will be responsible for determining a fair day's work for employees covered by this Agreement.

3. The Employer shall be the judge as to the number of employees, foremen, general foremen and other supervisors required to perform the work, and the number of employees to be assigned to any crew, operation or piece of equipment. Employees may be shifted from one piece of equipment or operation to another as job conditions require. General foremen, master mechanics, foremen and other supervisors may operate any equipment or use the tools of the craft when instructed to do so by the Employer for instructional or emergency purposes.

4. The selection of general foremen and foremen shall be entirely the responsibility of the Employer. General foremen and foremen who have been in the employ of the Employer for one year or more, may be transferred from project to project.

5. The Employer retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Employer may direct the

working force, at its sole prerogative, including hiring, selection of foreman, promotion, transfer, layoff or discharge of its employees. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees. The Employer may utilize any method or technique of construction and there shall be no limitation or restriction, regardless of the source or location, of the use of machinery, precast, prefabricated or preassembled materials, tools, or other laborsaving devices, nor shall there be any limitation upon choice of materials or design. The Employer may assign and schedule work and shall determine when overtime shall be worked and by whom.

6. The Employer shall determine if weather is suitable for working.

ARTICLE IV SELECTION OF EMPLOYEES

1. The Employer shall request and the Union shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the Employer on its projects.

2. The Unions represent that their local unions administer and control their referrals in non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination.

3. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Employer. In the event the referral facilities maintained by the Unions do not refer the required number of qualified applicants requested by the Employer within a twenty-four (24) hour period after such request is made (Saturdays, Sundays and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.

4. The Unions agree to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female applicants to assist in meeting required employment goals.

5. The Employer shall have the unqualified right to select and hire directly all supervisors it considers necessary and desirable without such persons being referred by the Unions.

6. The Employer shall have the right to determine the competency and qualifications of men referred by the Union, and the right to hire or not hire accordingly.

7. In the interest of providing an opportunity of employment for all qualified workers while, at the same time, securing a fair distribution of employment for those workers who reside within the local area covered by this Agreement, it is agreed that the Employer shall endeavor to employ 75% of the workers who have been residents of the local area for the six months preceding employment. The remaining 25% of the work force may be residents of the local area or non-resident members of local unions signatory to this Agreement, at the discretion of the Contractor. Provided, however, that if there are not enough qualified journeymen available in the local area to meet the demands of the Contractor, this rule will not apply.

**ARTICLE V
TRAVEL AND SUBSISTENCE**

It is understood that the Employer is not required to pay travel expenses, travel time, zone pay, or subsistence during the term of this Agreement.

**ARTICLE VI
ABSENTEEISM**

The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism may be terminated and shall not be eligible for rehire on that project.

**ARTICLE VII
HOURS OF WORK, OVERTIME, SHIFTS**

1. Hours of Work: The work week, except as otherwise specified in this Agreement, shall start at 7:00 a.m., Monday and conclude the following Monday at 7:00 a.m. Eight (8) hours per day shall constitute a standard workday between 7:00 a.m. and 5:00 p.m. with one-half hour designated for lunch. These working hours may be changed by mutual consent of the Employer and the Union. Employees shall be at their place of work for a full eight (8) hours each day. Forty (40) hours per week shall constitute a regular week's work. A designated ½ hour unpaid lunch period shall be scheduled at the mid-point of the scheduled work shift. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

2. Overtime:

- (a) All overtime work performed Monday through Friday will be paid at time and one-half.
- (b) Work performed on Sundays and Holidays will be paid at double time.
- (c) There shall be no pyramiding of overtime.
- (d) Employers shall make all reasonable effort, except in the case of an emergency, to notify employees of overtime by the beginning of their lunch break.

3. Shifts.

(a) When so elected by the Employer, multiple shifts may be worked. The first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours at the regular straight-time hourly rate.

(b) When two (2) eight (8) or ten (10) hour shifts are established and operated, a one-half hour free lunch period will be provided. Therefore, employees will be on the project site for eight and one-half (8 ½) or ten and one-half (10 ½) hours but will be paid only for eight (8) or ten (10) hours. In the event of the utilization by the contractors of three shifts, the language provided in Article IV, Sections 8 and 9 of the Heavy and Highway Agreement will prevail as printed.

(c) Except where provided otherwise by the United States Government, forty (40) hours shall constitute a normal week's work and all hours worked over forty (40) per week shall be paid for at the rate of time and one-half (1 ½). All productive work on Sunday shall be paid for at two (2) times the regular rate. Non-productive work shall be those employees used in curing of concrete and watchmen.

ARTICLE VIII REPORTING TIME

1. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate. The employee must report to the Project at the regular starting time and remain available for work during the period compensated to be eligible to receive reporting pay.

2. An employee who is put to work shall be paid for actual hours worked but not less than two (2) hours. It will not be a violation of this Agreement, when the Employer considers it necessary to shut down because of an emergency situation that could endanger life and safety. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand-by, the employees will be compensated for the stand-by time.

ARTICLE IX HOLIDAYS

Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Veterans' Day may be observed on the day after Thanksgiving Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with federal law. There shall be no paid holidays. If employees are required to work on a holiday as observed, they shall receive double the straight time rate of pay.

ARTICLE X WAGE RATES AND FRINGE BENEFITS

1. The classification of employment and minimum wage rates and fringe benefits shall be in accordance with the wage addendum attached hereto and made a part of this Agreement and for the period indicated therein. Wage rates shall become effective the first full payroll period following the effective date. Wages shall be paid weekly on an established pay day before quitting time. Employees being discharged shall be paid at the time of dismissal. Employees quitting shall wait until the regular pay day.

2. The work week for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning. The work week for any particular project may be modified by mutual consent. Employees shall be paid on Friday before quitting time for all work performed during the preceding work week. Any employee desiring to leave the job before the end of the workday on Friday without prior approval will wait until the next work day to be paid.

3. The Employer will be furnished appropriate trust documents by the Unions covering funds into

which contributions shall be made. The Employer will contribute to and be bound by bonafide pension, health and welfare, apprenticeship and training funds covering Unions' employees under this Agreement. In addition, the Employer shall honor Union dues and initiation fees check off pursuant to receipt of properly authorized dues deduction cards submitted by its employees along with other lawful authorizations from employees providing for deductions from wages.

4. In the event the Employer is delinquent in the payment of wages or contributions to fringe benefit funds, the employees or their representatives shall have the right to take such economic action as may be necessary until the delinquent payments are made.

5. Contractors shall pay into the West Virginia Heavy and Highway Construction Industry Fund twenty (\$0.20) cents per hour for each and every hour paid to employees covered by this Agreement for public/private work performed in all counties in the State of West Virginia. Remittance, with a copy of the form, shall be forwarded to the West Virginia Heavy and Highway Construction Industry Fund, Post Office Box 3778, Charleston. West Virginia 25337-3778.

6. Hourly wage rates in effect on the date of bid shall prevail for a period of two (2) years from the "Notice to Proceed" and thereafter at the current wage level. Current fringe benefits in effect on the date of the bid shall prevail for a period of two (2) years from the Notice to Proceed and thereafter at the current rates.

7. Wage rates for private work construction shall be the private rates set out in the private Agreement for Highway or Heavy construction projects. However, the fringe benefit improvements shall apply to this adjustment, unless modified in pre-bid.

ARTICLE XI LABOR/MANAGEMENT RELATIONS

1. Authorized representatives of the Unions shall have access to the projects provided they do not interfere with the work of the employees, and further provided that such representatives comply with the visitor and security rules established for the particular project.

2. The Union may, at its option, appoint a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement.

3. The Employer shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that, on some jobs, effective production will require the use of composite crews. When such circumstances exist, the Employer will make up the crew on the basis of the amount of work involved for each Union. In the performance of such work, each employee shall perform the work assigned and shall be paid the craft wage rate.

4. There shall be no limit on production or restriction on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulation, on the number of men assigned to any crew or to any service.

5. Employees shall be at their place of work at the starting time, and shall remain at their place of work performing their assigned duties under supervision of the Employer until quitting time. The

Employer shall have the right to determine the place to work. It is agreed, and is the intent of the parties that there be a full day's work for a fair day's wage.

6. Slowdowns, stand-by crews, featherbedding, and make-work practices shall not be tolerated.

7. There will be no coffee breaks, rest periods or other non-working time established during working hours.

8. The Employer shall establish such reasonable project work rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the Project site by the Employer and may be amended thereafter as necessary.

ARTICLE XII WORK ASSIGNMENT AND JURISDICTIONAL DISPUTES

1. All parties agree to make every possible effort to resolve any jurisdictional disputes and prevent any disruptions from occurring on the job over jurisdictional disputes. In all disputes under this Article, the Employer shall be considered a party in interest with full rights of participation to resolve the dispute.

2. There shall be no work stoppage, work interruption, strike, sympathy strike, picketing, handbilling or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor. In the event of an unauthorized work stoppage, the Union shall immediately make every effort to restore the project to its required operating level.

3. In the event that the disputing Locals and the Employer are unable to resolve the dispute within ten (10) days, the Dispute shall be referred by the parties to the respective International Unions. In all disputes under this provision, the Employer shall be considered a party in interest solely for the purpose of maintaining consistency and efficiency in jurisdictional matters. The assignments made of the Employer shall be followed until such time as the dispute is resolved.

4. Employer shall be permitted to establish a crew for the construction of latex bridge overlay and slip form paving construction, which crew may consist of employees selected by the Employer from the Crafts signatory to this Agreement, not exceeding two (2) employees from each Craft signatory to this Agreement, and the Employer shall have the authority to move said employees throughout the State of West Virginia. It is understood, however that in the event there is a need for extra employees on a given job over and above the established crew, said additional employee or employees shall be obtained from the local wherein the project is being performed.

ARTICLE XIII Discharge

1. New employees shall be on trial for a period of fifteen (15) days worked and Employer shall be the sole judge of their ability during such trial period. Employees retained after such fifteen (15) day trial period shall be deemed to be regular employees.

2. Employer shall not discharge any employee without just cause. Any employee may request an

investigation as to his discharge; and should investigation prove that an injustice has been done, the employee shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from the discharge must be taken within five (5) days by written notice and a decision reached between the representatives of the Union and the Employer within ten (10) days from the date of discharge. Failure to reach an agreement will necessitate submitting the discharge to the arbitration board provided herein.

ARTICLE XIV WORK STOPPAGES AND LOCKOUTS

1. During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow down or other disruptive activity for any reason by the Union or by the employee, and there shall be no lockout by the Employer.

2. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at any Employer's site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

ARTICLE XV SUBCONTRACTING

1. The Employer agrees that work to be performed at the Project site pursuant to the terms and provisions of this Agreement shall not be subcontracted to other firms, parties, employers or other entity unless such subcontracted work is undertaken, performed and executed by employees whose wages, hours and conditions of employment are equivalent and harmonious with those wages, hours and conditions of employment set forth in this collective bargaining agreement. It is understood and agreed that the purpose and function of this provision is not in any way to limit or restrict the ability of the Employer party to this Agreement to do business with other employers, but rather, this provision is designed and intended to preserve work for employees whose wages, hours and conditions of employment are prescribed by this Agreement or, in the event subcontracting of work contemplated by this Agreement is undertaken, that the performance of such work and the practice of subcontracting do not result in the destruction of wages, hours and conditions of employment achieved by the Union through the collective bargaining process.

2. The furnishing of materials, supplies or equipment and the delivery thereof shall not in any case be considered as subcontracting.

ARTICLE XVI PROTECTION OF LIFE AND PROPERTY

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

2. The Employees covered by 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 Owner, Employer or applicable safety laws.

ARTICLE XVII EQUAL EMPLOYMENT OPPORTUNITY

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to handicap, race, creed, color, age, sex or national origin. This shall be applicable to all matter relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent with the intent and purpose of the applicable regulation of the Civil Rights Act of 1964 and Executive Order No. 11246 as amended by Executive Order No. 11375.

ARTICLE XVIII PARTIES TO THE AGREEMENT AND SENIORITY

Section 1: Single Craft Agreement. It is agreed and understood that Constructors' Labor Council of West Virginia, Inc. is the representative for Employers who are members of the Association. However, all Employers are not required to be bound by each and every collective bargaining agreement entered into by the Employer Association. Constructors' Labor Council of West Virginia, Inc. maintains records to indicate which of its members have chosen to be bound by each agreement.

Section 2: Seniority. It is further agreed and understood that seniority is not applicable to projects valued \$3,000,000.00 and below and may be waived by mutual agreement of the Teamsters and the Council on projects of higher value.

ARTICLE XIX SAVINGS CLAUSE

Except as provided for below, this Agreement shall remain in full force and effect from December 7, 2006, to and including December 6, 2009, and thereafter from year to year unless either party notifies the other party, in writing, of its intention to terminate the said Agreement, at least sixty (60) days prior to the expiration of any contract year. In the event that the Davis-Bacon Act is repealed, either party may terminate this Agreement, by giving notice to the other not less than thirty (30) days following the effective repeal date. Should either party give timely notice, the Agreement will terminate sixty (60) days following the date of the notice.

ARTICLE XX TERM OF THE AGREEMENT

This Agreement shall remain in full force and effect from December 7, 2006, to and including December 6, 2009, and thereafter from year to year unless either party notifies the other party in writing, of its intention to terminate the said Agreement, at least sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect for the duration of any project bid under the terms of this Agreement.

**ARTICLE XXI
WAGE RATE PROVISIONS AND SCHEDULES &
OTHER PROVISIONS**

The wage rates pertaining to this Agreement shall be as set out in the 2007-2009 Heavy & Highway Agreement between the Constructors' Labor Council of West Virginia, Inc. and Unions as predetermined by the State of West Virginia and/or the U.S. Department of Labor to be the prevailing wages as attached hereto upon acceptance.

**ARTICLE XXII
MISCELLANEOUS PROVISIONS**

This Agreement is not subject to the "Most Favored Nations Clauses" and the Employer agrees that neither it nor any of its representatives will attempt to invoke the "Most Favored Nations Clause" on any projects outside the scope of this Agreement.

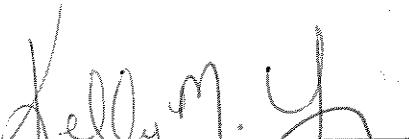
All terms and conditions contained in this "Master Agreement," which are not modified by Pre-Bid Agreement, are applicable and binding between the parties and are adopted herein as though fully written.

The parties hereto agree to meet monthly, or as necessary, to evaluate past projects bid and pending projects to be bid for the purpose of determining the need for competitive adjustments to the wages, hours and working conditions herein established and permission for mutually agreed upon adjustments is permitted on a project by project basis.


The Employer reserves the right to require a Drug-Free Work Place consistent with applicable State and Federal Law. To that end, drug-screening is authorized and shall be conducted by the Employer of all personnel employed on all projects within the scope of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned EMPLOYERS whose signatures are affixed hereto and the duly authorized representatives of the undersigned UNIONS whose signatures are affixed hereto, as such representative and for and in behalf of the Employers and such Unions, and the officers and agents and members thereof, at Charleston, West Virginia on this the 7th day of December, 2006.

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.




~~KENNETH L. BURFORD, President~~
Kelly M. Young, Executive Director
TEAMSTERS LOCAL UNION NUMBERS OF WEST VIRGINIA
Teamsters Local 175



~~MICHAEL M. BURFORD, President~~
Mary K. Prim, Assistant Executive Director
Teamsters Local 92



RICHARD K. "KEN" HALL, President

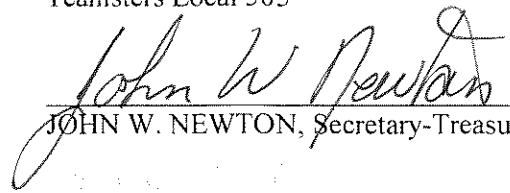


DOYLE BAIRD, Business Agent

Teamsters Local 453


LAWRENCE A. WOLFE, JR., President

Teamsters Local 505


JOHN W. NEWTON, Secretary-Treasurer

Teamsters Local 697


RICK E. BAUER, President

U. DOCUMENT Cases F. C623 600-CLC47m.Contracts2008-2009 Teamsters Agreement Edited 01.18.08.rtf