

2010 – 2012

**WEST VIRGINIA
HEAVY AND HIGHWAY AGREEMENT**

between

**CONSTRUCTORS' LABOR COUNCIL
OF WEST VIRGINIA, INC.**

and

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS Locals 92, 175,
453, 505 and 697**

UNION INFORMATION SHEET
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Business Agents

Local 92

Counties: Brook & Hancock
Doyle Baird
1127 Ninth Street, S.W.
P.O. Box 6238
Canton, OH 44707
(330) 453-0135 (office)
(330) 453-9438 (fax)

Local 453

Counties: Berkeley, Grant, Hampshire, Hardy,
Jefferson, Mineral, Morgan & Pendleton
Lawrence A. Wolfe
200 S. Lee Street
Cumberland, MD 21502
(301) 722-5720 (office)
(301) 722-4369 (fax)

Local 175

Counties: Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer,
Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mason, Mercer, McDowell,
Monongalia, Monroe, Nicholas, Pleasants, Pocahontas, Preston, Putnam, Raleigh,
Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood &
Wyoming

Richard K. "Ken" Hall
Ralph Winter
267 Staunton Avenue
Charleston, WV 25303
(304) 744-2193 (phone)
(304) 744-5649 (fax)

Greg Yerace
4 Local Drive
White Hall, WV 26554
(304) 366-2260 (phone)
(304) 366-2289 (fax)

Local 697

Counties: Marshall, Ohio & Wetzel
Rick E. Bauer
901 Market Street
Wheeling, WV 26003
(304) 232-1940 (office)
(304) 232-7241 (fax)

Local 505

Counties: Cabell, Lincoln, Logan, Mason,
Mingo & Wayne
John W. Newton
Post Office Box 7818
Huntington, WV 25778
(304) 697-4160 (office)
(304) 525-2967 (fax)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Health, Welfare & Pension Office

Local 92

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)

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)

Local 175

Employer–Teamsters Local Nos. 175 & 505
Health and Welfare Fund
6810 MacCorkle Avenue, S.E.
Charleston, WV 25304
(304) 925–4181 (office)
(304) 925–4188 (fax)

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

Local 453

Cumberland, Maryland Area Teamsters
Construction Banking Fund (Health & Welfare)
200 South Lee Street
Cumberland, MD 21502
(301) 722–5720 (office)
(301) 722–4369 (fax)

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

Local 505

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)

Teamsters Local 175 & 505 Pension Fund
6810 MacCorkle Avenue, S.E.
Charleston, W V 25304
(304) 925–4181 (office)
(304) 925–4188 (fax)

Local 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)

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

Mailing Address

Post Office Box 3778
Charleston, West Virginia 25337

Street Address

900 Pennsylvania Avenue, Suite 108
Charleston, West Virginia 25302

(304) 342-6107 (Phone)

(304) 342-6108 (Fax)

www.clcww.com

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WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 2009, 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 referred to as "Employer or Contractor or CLC") and the undersigned **TEAMSTERS LOCAL UNION NUMBERS 92, 175, 453, 505 and 697 OF WEST VIRGINIA** (hereinafter referred to as "Union") 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 CLC hereby recognizes and acknowledges that the Union signatory hereto is 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 Union recognizes the CLC as the duly authorized bargaining agent for its members;

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

ARTICLE I Definitions

Section 1. "Contractor" or "Employer" when used in this Agreement means any Contractor or Employer engaged in all Heavy, Railroad and Highway construction work in all counties in the State of West Virginia.

Section 2. The word "Work" when used herein means all types of "Heavy, Highway and Railroad Construction" work.

Section 3. Heavy Construction and Railroad Construction is defined as all heavy and railroad construction work in all Counties within the State of West Virginia, which includes, but is not limited to, 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 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, ball parks, 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 buildings, parking lots, sidewalks, river work, industrial plant sites work, sewage disposal plants, water treatment plants, excavation and disposal of earth and rock, clearing, grading and drainage of sites, work on building project to the foundation of the building, wind towers, communication towers, hazardous and toxic waste removal, abandon mine reclamation, landfills, containment facilities, brown field reclamation projects, asbestos removal, demolition work, nuclear and electromagnetic power reactors, bridges 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.

Section 4. Highway Construction is defined as all highway construction work performed in all Counties within the State of West Virginia, which includes highway tunnels, highway and street grading, paving and drainage, culverts, manholes, water and other utility pipelines (when included in the contract), retaining walls, underpasses and overpasses (when included in a highway contract), highway viaducts, cloverleaf structures, curbs and sidewalks,

seeding and landscaping, clearing (when included in the contract), guardrails and fences, and the erection, dismantling, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with or serving the aforementioned work.

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.

Section 5. The term "workday" when used herein means a completed eight (8) hour shift on five (5) day week schedules, or a completed ten (10) hour shift on four (4) day week schedules.

Section 6. The term "owner-operator" when used herein 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 operator 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 7. The term "Union" when used herein is the Teamsters Local Union Number 92, 175, 453, 505, and 697.

Section 8. A "make-up day" when used herein is a workday that results from the cancellation of work due to inclement weather.

Section 9. The term "temporary work" when used herein is work performed on a project in which the Employee works less than thirty-one (31) hours during the duration of the project.

Section 10. Throughout this Contract wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

ARTICLE II Union Security

Section 1: Union Membership. All present Employees, within the meaning of this Agreement, who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All present Employees who are not members of the Union 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. Upon written request, the 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 the Union. 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 the 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. The Employer shall not be held liable for, and the Union agrees that it will indemnify and hold harmless the Employer from any claims arising from disputes between the Union and its Members concerning dues and initiation fees. Employer, upon written request and for good cause, will supply the Union with a list of all its Employees' names who are performing its bargained for unit work covered by this agreement.

Section 2: Minimum wage scale. The minimum wage scales to be paid by Employer shall be as set out in Article XII of the Agreement except that such Article may be amended by written mutual consent and agreement. In the event the Davis Bacon Act is repealed, either party may notify the other party of their intent to renegotiate the wage rates within thirty (30) days following the effective repeal date. Beginning with the year 2011 and thereafter, if a Union fails to submit the negotiated wage rates to the United States Department of Labor or the West Virginia Department of Labor each year in a timely manner or does not properly prevail its wages, the Union will be required to reopen the contract for the purpose of renegotiating the wage rates. If no new wage rate is established through negotiations, the Employer is responsible for payment of the wage rate prevailed at the time the contract is let to bid.

Section 3. Surety Bond. The Union may require those Employers who have not maintained a presence in the jurisdiction of the Union for five (5) years or more or who are not previously a party to an agreement with the Union or who are delinquent or who become delinquent in payment of fringe benefit funds and who do not cure such delinquency within thirty (30) days 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. See Article XII, Section 4, Paragraph E.

Section 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 General Working Conditions

Section 1: Accidents. Employees shall immediately report to the Employer all accidents, together with the names and addresses of all witnesses to the accidents. Upon written request, 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: Street/highway safety. Employer shall not require Employees to take out on the street or highways any vehicles not equipped with the safety appliances prescribed by law, or any vehicle that is not in a safe operating condition.

Section 3: Equipment defects. Employees shall immediately report to the Employer all equipment defects. If an occasion arises that 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: Manning equipment. 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 or 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 5: Safety & sanitary regulations. 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. 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 6: Working steward. The Union may refer a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which he is employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement. It is understood and agreed that the working steward must be able to productively perform any available Teamster work. The working steward shall not be discriminated against for discharging his duties as a steward. The Union shall notify the Employer, in writing, the name of the working steward on 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. Before the Employer discharges or lays-off a steward, the Employer must discuss the reason for the discharge or layoff with the local union Business Manager if available.

Section 7: Foul weather. 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. The Employer shall determine if weather is suitable for working. The Employee shall not be punished for refusing to work in unsafe weather conditions.

Section 8: Management of operations. The Employer retains and shall exercise full and exclusive responsibility for the management of its operations. 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. The Employer may direct the working force, at its sole prerogative, including selection and hiring of general foreman, foreman, promotion, transfer, layoff or discharge of its Employees except as otherwise provided for in this Agreement and as set forth in Section 16 of this Article. 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. Further, 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. 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. 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. 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 with the understanding that utilizing this right to

hire such persons as supervisors and eventually demote them to bargaining unit Employees merely to circumvent the local hiring hall procedure will not be tolerated. 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 shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that effective competition requires the use of partnering crew or a cadre approach among the respective crafts. Based upon past practices in West Virginia and area custom, a partnering crew or a cadre may be utilized. The partnering crew or cadre is a crew comprised by the Employer at its discretion. The Employer will make up the crew on the basis of the amount of work involved for each Union. Only on Heavy projects with gross contract value greater than \$3,000,000.00 will pre-bid approval be required for use of a partnering crews or cadres.

Section 9: Union workforce Employer has executed referral agreements with the Teamsters' Locals. Copies of said agreements will be submitted to the CLC.

The Employer shall notify the Union of his need for employees in advance of the time they must report to the job. The employer may request former Teamsters consistent with the Local Union's referral system. 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. 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 Union does not refer the required number of qualified applicants requested by the Employer within a thirty-six (36) hour period after such request is made (Saturdays, Sundays and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.

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 addresses of such employees.

Section 10: Work place. Employees shall be at their work place at the starting time, and shall remain at their place of work performing their assigned duties under supervision of the Employer and shall be returned to their vehicle by quitting time. The Employer shall have the right to determine the work place. There will be no organized coffee breaks, rest periods or other non-working time established during working hours. Employees will be afforded coffee breaks at their work place provided that the coffee break does not disrupt job progress. It is agreed and understood that coffee breaks, rest periods or other non-working time will not create a general work stoppage. It is agreed and is the intent of the parties that there be a full day's work for a fair day's wage.

Section 11: Ice water. The Contractor will provide ice water in a clean sanitary container located at a convenient place for employees.

Section 12: Notice of work status. 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 13: Saturday work. In the event Saturday is to be worked, notification must be given the Crafts prior to the start of the Friday daylight shift.

Section 14: Leave of absence. If an Employee is injured and forced to leave the job, he shall be given a reasonable time to gather his personal belongings and tools. 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 15: On the job injury. If 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. 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 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 16: Trial period. New Employees shall be on trial for a period of fifteen (15) workdays 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 6, of this Agreement. Employees retained after such fifteen (15) workday trial period shall be deemed to be regular Employees. The Employer shall not discharge any Employee working more than fifteen (15) workdays without just cause. In the event of termination, any Employee working more than fifteen (15) workdays may request an investigation as to his discharge. 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.

Section 17: Electronic Devices. No electronic devices that may hinder job performance or safety (especially cell phones), may be carried on employees' person, or be used by employees during working hours.

Section 18: Employees shall not be responsible for goods stolen, lost or damaged for the equipment under their charge, unless the loss is caused by an intentional act and or gross negligence on the part of the employee.

Section 19: Employers shall make all reasonable effort, except in case of emergency, to notify employee of overtime by the beginning of their lunch break.

ARTICLE IV Wages and Work Periods

Section 1: Start time. (a) Starting time of regularly scheduled shift shall be established by the Contractor between the hours of 6 a.m. and 8 a.m. or as agreed upon at the pre-job conference. A Contractor may elect to change the starting time, but must give the Union twenty-four (24) hours notification in advance. Notice shall be effective if orally given to the steward or confirmed in writing to the respective business agent. If notice is not given the Contractor shall pay overtime.

(b) 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 may be determined at the pre-job conference.

(c) When employees are required to work away from their home base of operation on

temporary work, 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 work, whichever is greater, and in addition, payment for all other time required in the service of Employer. On temporary work on highway projects only, in the event of inclement weather, the Employee will only receive two (2) hours pay for reporting time or actual hours worked, whichever is greater.

Section 2: Workweek. (a) Except where provided otherwise by the United States Government, forty (40) hours shall constitute a normal workweek and all hours worked over forty (40) per week shall be paid for at the rate of time and one-half (1 ½). On Heavy construction projects with gross contract value greater than \$3,000,000.00, the Employee shall be paid at the rate of time and one-half (1 ½) for hours worked over eight (8) hours on eight (8) hour shifts or at the rate of time and one-half (1 ½) for hours worked over ten (10) hours on ten (10) hour shifts. Nothing herein shall be construed as guaranteeing any Employee eight (8) hours of work per day on eight (8) hour shifts or ten (10) hours of work per day on ten (10) hour shifts or forty (40) hours of work per week. 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 on Sunday. See "Triple Shift Exception" - Section 3. 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.

(b) Saturday will be considered the make-up day on eight (8) hour shifts and will be paid straight time if the Employee has not worked a forty (40) hour week prior to Saturday. Friday will be considered the make-up day on ten (10) hour shifts and will be paid straight time if the Employee has not worked a forty (40) hour week prior to Friday. If the Employee provides the Employer with notice twenty-four (24) hours prior to a make-up day that he does not want to work the make-up day, then the Employee will not be discriminated against for not working the make-up day. On projects with gross contract value of greater than \$3,000,000.00 only, all construction work performed on Saturday will be paid at time and one-half unless Saturday is considered a make-up day.

(c) It is agreed and understood that Employees performing non-productive work such as curing concrete and de-watering will be paid straight time regardless of the day non-productive work is performed.

(d) The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. The Employer may terminate for chronic and/or unexcused absenteeism. The Employer shall be consistent with regard to termination for absenteeism.

Section 3: Triple shift. (a) When three shifts are established and operated, the first or daylight shift will consist of eight (8) hours work, plus one-half (½) hour for non-paid lunch. The second shift will consist of seven and one-half (7 ½) hours work, plus one-half (½) hour for non-paid lunch. For the second shift, the Employee will receive eight (8) hours pay for seven and one-half (7 ½) hours work. The third shift will consist of seven (7) hours work, plus one-half (1/2) hour for non-paid lunch. For the third shift, the Employee will receive eight (8) hours pay for (7) hours work.

(b) On triple shift operations, the normal workweek 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 4: 8 or 10-hour shifts. When two 8 or 10-hour shifts are established and operated, a one-half (2) hour free lunch period will be provided. Therefore, Employees will be on the project site for eight and one-half (8 ½) hours or ten and one-half (10 ½),, 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 Section 3, Paragraph (a) of this Article will prevail.

Section 5: Overtime. The Employer shall determine when overtime shall be worked and by whom. The Employee shall not be required to working overtime unless detrimental to the construction project. Where Employees are required to work overtime beyond the normal shift, the first period shall consist of two (2) hours work, plus one-half (½) hour free lunch time and subsequent periods shall consist of three and one-half (3 ½) hours work plus one-half (½) hour paid lunch time. If the Employee is required to work during any lunchtime, he shall be paid therefore. The Contractor will, when conditions permit, provide some type of food during the second or third lunch periods.

Section 6: Show-up time. An Employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to one (1) hour at the applicable hourly rate 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. An Employee who is put to work shall be paid for actual hours worked but not less than two (2) hours. On Heavy and Railroad construction projects with a gross contract value of \$3,000,000.00 or more, an Employee who is put to work and works more than two (2) hours shall be paid for actual hours worked but not less than four (4) hours at the applicable hourly rate on eight (8) hour shifts and five (5) hours at the applicable hourly rate on ten (10) hour shifts. 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 is 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 contractors control, then they shall be paid only for time they worked, but not less than two (2) hours.

Section 7: Weekly pay. Employees are to be paid weekly. The workweek shall begin with the daylight shift Monday and payment of wages shall be made no later than Friday of the following workweek. The Contractor and the Union shall mutually agree upon the day on which the Employees shall be paid. Employees who report for their paycheck on a day when there is no work scheduled because of weather or other causes shall not be eligible for reporting pay. All paychecks will be available at the start of the day shift on the established payday. The Employee may ask the Contractor to mail his check to his home on a non-work payday and the Contractor will mail said check prior to 12:00 noon on said day.

Section 8: Lunch Period. The Lunch period will be routinely held between 11:00 a.m. and 1:00 p.m. unless mutually agreed upon otherwise at the pre-job conference.

Section 9: Termination/lay-offs. 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, unless extraordinary circumstances prevent the timely preparation of a final check. Absent extraordinary circumstances, the Employee shall be paid at the straight time rate if he is required to wait beyond such period. However, in no event shall the Employee be paid for more than eight (8) hours per day that he is required to wait. An Employee whose work is terminated shall be given sufficient time in which to gather his personal belongings and tools.

ARTICLE V Holidays

Section 1: Holiday days. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after 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, 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 on eight (8) hour shifts, holidays celebrated on Mondays through Fridays that are not worked, eight (8) hours shall be counted in the computation of hours worked for overtime purposes only. It is understood that on ten (10) hour shifts, holidays celebrated on Mondays through Fridays that are not worked, ten (10) hours shall be counted in the computation of hours worked for overtime purposes only. There shall be no paid non-working holidays. In case of a conflict between the National and State designation of a holiday, the State designation shall be applicable.

Section 2: Holiday time. Thanksgiving holiday shall begin at 12:01 a.m. on Thanksgiving Day and end at 12:00 a.m. midnight on the day after Thanksgiving Day. Christmas holidays shall begin at 12:01 a.m. on Christmas Day and end at 12:00 a.m. midnight on Christmas Day. All other holidays will be observed starting at the beginning of the first shift on the holiday and ending twenty-four (24) hours later.

Section 3: Emergency work. Emergency work shall be that work necessary to save life or property.

ARTICLE VI The Contract

Section 1: Amendment to contract. 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 Constructors Labor Council of West Virginia, Inc., as bargaining representative of the Employer members, and the Union's business manager, as the bargaining representative of the Employees. Such amendments shall be reduced to writing and made available to all Contractor members. It is understood and agreed that if the Union enters into any Heavy and Highway agreement with any construction Contractor that contains terms, conditions, wages, benefits or other provisions more favorable than the provisions set forth in this Heavy and Highway Agreement, the Contractors signatory hereto shall immediately have the benefit of and be entitled to rely upon and enforce each and every more favorable term, condition, wage, benefit or provision. Should the CLC, or any of its Contractors working under the terms and conditions of this Collective Bargaining Agreement provide any other signatory craft with hours or working conditions more favorable than those received by the Union Employees, then such items and conditions shall be available to the members of the Union.

The parties hereto agree to meet monthly, or as necessary, to evaluate past projects bid and pending projects to be bid by pre-bid and/or pre-job conferences, for the purpose of determining the impact of such adjustments and the need for competitive adjustments to the wages, hours and working conditions herein established.

Section 2: Wage freeze. The Contractor and Union may agree, in writing, that the hourly wage rates and fringe benefits in effect on the bid date will prevail for an agreed upon period of time from the date of the "Notice to Proceed." In any event, on all construction work performed under this Agreement on construction projects not to exceed \$3,000,000.00 the hourly wage rates and fringe benefits in effect on the bid date shall prevail for a period of two (2) years from the date of the "Notice to Proceed" and thereafter at the current wage level.

Section 3: Subcontractors. The Contractor, using its own discretion, may subcontract, assign or transfer portions of the work covered hereby to other subcontractors, persons or entities. Contractor and subcontractors, persons or entities who are signatory to this agreement agree that they will not subcontract, assign, or transfer any portion of their work

to any subcontractor, person or entity who is not a party to this bona fide collective bargaining agreement with the exception of specialty work or where such subcontractors, persons or entities, are not competitive or available in the area or where contrary to law. The furnishing of materials, supplies or equipment and the delivery thereof shall not in any case be considered as subcontracting. It is understood and agreed that all Contractors, subcontractors, persons or entities who are signatory to this agreement shall be solely liable and responsible for their breaches of this agreement and other acts and omissions. Further, it is agreed and understood that all such Contractors, subcontractors, persons or entities shall indemnify and hold harmless those with whom they are in contract for any such breaches, acts or omissions.

Prior to subcontracting with non-signatory subcontractors, including specialty work, the Employer will attempt to make reasonable efforts to contact the Union in a timely manner to provide the Union with an opportunity to solicit Union subcontractors.

ARTICLE VII Work Stoppages and Lockouts

Section 1: Work interruptions prohibited. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, or sick-outs, by the Union or by the Employee, except for non-payment of wages and fringe benefits when due, and there shall be no lockout by the Employer.

It shall not be a violation of this agreement for any employee to refuse to go through or work behind a picket line.

Section 2: Union shall not sanction work interruptions. With the exception of non-payment of wages or fringe benefits, the Union shall not sanction, aid or abet, encourage or continue any strikes, picketing, work stoppages, slow downs, or sick-outs 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 that violate this Article. Any Employee who participates in or encourages any activities that 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.

ARTICLE VIII Grievances and Arbitration

Section 1: Grievances, disputes and claims. 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 between the Union and the Employer/Contractor and/or between Unions 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 the Union and the CLC. The aggrieved party shall comply with the procedures set forth in the Article.

Section 2: Jurisdictional Disputes. It is understood and agreed that any dispute over assignment of work shall be conducted as follows:

If the Contractor and the Union are unable to agree upon the assignment of work, either at the pre-job conference or during the construction project, and a dispute shall arise between two (2) or more Unions as to which Craft the work properly belongs, the Contractor shall utilize its best discretion in assigning the work and work shall proceed as so assigned until such time as the dispute is settled. The Local Union Business Managers of the disputing Unions shall meet within two (2) business days of the dispute to discuss resolution. If the

Business Managers are unable to resolve the dispute, the aggrieved party's Business Managers shall file a grievance in accordance with the provision of Section 4 of this Article. CLC representatives are not responsible for making decisions on assignment of work. If no grievance is filed within three (3) business days after the business managers meeting, the dispute shall be forever barred for that project. The Contractor shall not be held liable or responsible to any Union for its assignment of disputed work.

Section 3: Discharge. Employer shall not discharge any employee without just cause.

It is understood and agreed that any dispute over discharge shall be conducted as follows:

Employees who have worked fifteen (15) workdays or less are not entitled to the provisions of this Article. The Employee's local representative must request, in writing, within ten (10) business days of the discharge, a meeting with the Contractor to discuss the discharge or the dispute shall be forever barred. If the Business Manager and the Contractor are unable to resolve the dispute, the aggrieved party shall file a grievance within ten (10) business days after the Business Manager and Contractor's meeting in accordance with the provision of Section 4 of this Article. If no grievance is filed within fourteen (14) calendar days after the Business Manager and Contractor's meeting, the dispute shall be forever barred.

Section 4: Filing grievance, meeting & arbitration. Any complaint or grievance shall be presented, in writing, signed by the grievant's representative and approved by the grievant, to the CLC, within ten (10) business days of the event giving rise to the complaint or grievance or such complaint or grievance shall be forever barred. Time periods set forth in Sections 2 and 3 of this Article shall govern for jurisdictional and discharge disputes. If a grievance is properly and timely filed, then the provisions of this Section govern the grievance process. If such complaint or grievance is timely filed, the CLC will schedule a meeting between the affected parties to attempt resolution of the matter. In the event the complaint or grievance is not resolved informally through the CLC, the aggrieved party may refer the matter to arbitration. It is understood and agreed that any such matters shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association (hereinafter referred to as "AAA") within ten (10) business days of the meeting with the CLC, but in no event later than thirty (30) calendar days from the date of the event giving rise to the complaint or grievance. The decision of arbitration shall be final and binding on the parties hereto. If no written demand for arbitration is filed with the other party and with AAA within the time and manner prescribed, unless longer times are mutually agreed upon in writing, the grievance shall be forever barred for such project.

The decision of the arbitrator 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 Responsibility of Parties

Section 1: Negotiating representatives. The parties hereto agree that CLC 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. CLC certifies that it is authorized by its membership to execute this Agreement on their behalf.

Section 2: Several, not joint liability. Union agrees that, aside from non-payment of wages and fringe benefits the breach or violation of this Agreement by any one or more

members of the CLC shall not be treated by them as cause for calling a strike, work interruption, sympathy strike, picketing or sick-outs against any member, including members not in violation. Union further agrees that the members of the CLC shall be severally, and not jointly, liable for any breach or violation of this Agreement. The CLC agrees that the members of the Union signatory hereto, shall be severally, and not jointly, liable for any breach or violation of this Agreement.

Section 3: Agreements with non-signatory members. Union shall furnish the CLC with a copy of any agreement between the Union and any Contractor or Contractors not a member of the CLC wherein such Contractor agrees to work under the terms and/or conditions set forth in this Agreement. Upon written request, the CLC shall provide the Union with a list of Contractors that have assigned bargaining rights to the CLC designating each respective Union in which the Contractor is signatory.

Section 4: Conflicts of law. In the event any provisions of this Agreement is 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 X Termination

Section 1: Agreement Effective dates. This Agreement shall remain in full force and effect from December 1, 2009 to and including November 30, 2012 and thereafter from year to year unless either party gives written notice to the other party of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of any contract year.

Section 2: Negotiations. Negotiations for a contract for the year 2013 shall be commenced on or before September 30, 2012.

ARTICLE XI Miscellaneous

Section 1: Drug-free workplace. The Employer reserves the right to require a Drug-Free Workplace 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.

Section 2: Single craft agreement. It is agreed and understood that the CLC is the representative for Employers who are members of the Council. However, all Employers are not required to be bound by each and every collective bargaining agreement entered into by the CLC. The Council maintains records to indicate which of its members have chosen to be bound by each agreement.

ARTICLE XII Teamsters

Section 1: Definitions. The term "Teamster" or "Teamsters" when used herein, means a person working for a Contractor in the performance of work within the classifications historically and traditionally recognized in the construction industry commonly referred to as "building and construction" and "heavy and highway."

Section 2: 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, Water, Van, Flatbody, Monorail, Distributor (other than Bituminous Distributors), and including Towed Single Units, Material Checkers & Receivers,

Team 4-Up, Greasers, Tiremen and Mechanic Tenders (Trucks), Warehouse, Yardmen, Team 2-UP, John Deere loaders and similar equipment, parts runner and pick-up trucks.

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 Dump, Van, Tank, Flatbed, Low Platform or Pole Trailers, Bituminous Distributors, Agitator or Mixer Trucks (up to and including 20 cubic yards), Rubber-tired Tractors (towing and pushing), Drag Drivers, passenger vans and buses, and Tag-alongs.

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), fuel trucks, lowboy, lowdrag and/or Dispatchers.

Section 3: Heavy and highway wage rates.

A. Wage rates and fringe benefits for **Teamsters' Local Union No. 92 (Teamsters working in Brook & Hancock Counties)** shall be paid the following rates for the years 2010 through and including 2012 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	November 1, 2010 to November 30, 2010	December 1, 2010 to November 30, 2011	December 1, 2011 to November 30, 2012
CLASS I	\$24.38	\$25.22	\$25.47
CLASS II	\$26.13	\$26.97	\$27.22
CLASS III	\$26.92	\$27.76	\$28.01
Fringe Benefits			
Health & Welfare	\$6.57	\$6.81	\$7.51
Pension	\$5.30	\$5.70	6.00
WV H/H CIF	\$0.20	\$0.20	\$0.20

B. Wage rates and fringe benefits for **Teamsters' Local Union No. Local 453 (Teamsters working in Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan & Pendleton Counties)** shall be paid the following rates for the years 2010 through and including 2012 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	November 1, 2010 to November 30, 2010	December 1, 2010 to November 30, 2011	December 1, 2011 to November 30, 2012
CLASS I	\$22.92	\$23.67	\$24.07
CLASS II	\$23.81	\$24.56	\$24.96
CLASS III	\$24.58	\$25.33	\$25.73

Fringe Benefits			
Health & Welfare	\$6.93	\$7.68	\$8.08
Pension	\$6.08	\$7.08	\$7.53
WV H/H CIF	\$0.20	\$0.20	\$0.20

C. Wage rates and fringe benefits for **Teamsters' Local Union No. Local 175** (Teamsters working in **Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mason, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood and Wyoming Counties**) shall be paid the following rates for the years 2010 through and including 2012 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	November 1, 2010 to November 30, 2010	December 1, 2010 to November 30, 2011	December 1, 2011 to November 30, 2012
CLASS I	\$23.77	\$24.42	\$24.97
CLASS II	\$24.56	\$25.21	\$25.76
CLASS III	\$25.24	\$25.89	\$26.44
Fringe Benefits			
Health & Welfare	\$6.83	\$7.60	\$8.00
Pension	\$4.62	\$5.70	\$6.00
WV H/H CIF	\$0.20	\$0.20	\$0.20

D. Wage rates and fringe benefits for **Teamsters' Local Union No. Local 505** (Teamsters working in **Cabell, Lincoln, Logan, Mason, Mingo & Wayne Counties**) shall be paid the following rates for the years 2010 through and including 2012 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	November 1, 2010 to November 30, 2010	December 1, 2010 to November 30, 2011	December 1, 2011 to November 30, 2012
CLASS I	\$24.50	\$26.85	\$27.66
CLASS II	\$25.47	\$27.82	\$28.63
CLASS III	\$26.26	\$28.61	\$29.42
Fringe Benefits			
Health & Welfare	\$7.63	\$7.93	8.37
Pension	\$5.40	\$5.25	\$5.25
WV H/H CIF	\$0.20	\$0.20	\$0.20

E. Wage rates and fringe benefits for **Teamsters' Local Union No. Local 697 (Teamsters working in Marshall, Ohio & Wetzel Counties)** shall be paid the following rates for the years 2010 through and including 2012 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	November 1, 2009 to November 30, 2010	December 1, 2010 to November 30, 2011	December 1, 2011 to November 30, 2012
CLASS I	23.85	24.35	24.53
CLASS II	24.75	25.25	25.43
CLASS III	25.35	25.85	26.03
Fringe Benefits			
Health & Welfare	7.59	8.04	**8.81
Pension	4.90	5.20	5.50
WV H/H CIF	\$0.20	\$0.20	\$0.20

Health & welfare hourly rates are not to exceed the listed rates above. If minimum rates are determined to be less, then the difference shall be added into the wages.

F. Double Hitched Equipment operated by one driver shall pay 50% more than the wages set out above.

G. Twenty-five cents (0.25¢) per hour shall be added to all the above classifications for tunneling and for all other underground work.

H. 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.

Section 4: Trust Funds.

A. Contractors shall pay into the appropriate Health and Welfare Fund the amount set out in the Teamsters schedule per hour for each and every hour paid to Teamsters covered by this agreement for work performed in those counties in the State of West Virginia.

Contractors shall pay into the appropriate Pension Fund the amount set out in the Teamsters schedule per hour for each and every hour paid to Teamsters covered by this agreement for work performed in those counties in the State of West Virginia.

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

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

B. Health, Welfare & Pension Office

Local 92

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)

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)

Local 175

Employer Teamsters Local Nos. 175 & 505
 Health and Welfare Fund
 6810 MacCorkle Avenue, S.E.
 Charleston, WV 25304
 (304) 925–4181 (office)
 (304) 925–4188 (fax)

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

Local 453

Cumberland, Maryland Area Teamsters
 Construction Banking Fund (Health & Welfare)
 200 South Lee Street
 Cumberland, MD 21502
 (301) 722–5720 (office)
 (301) 722–4369 (fax)

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

Local 505

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)

Teamsters Local 175 & 505 Pension Fund
 6810 MacCorkle Avenue, S.E.
 Charleston, W V 25304
 (304) 925–4181 (office)
 (304) 925–4188 (fax)

Local 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)

C. Payments into the West Virginia Heavy and Highway Construction Industry Fund (WV H/H CIF) shall be made to the following:

WEST VIRGINIA HEAVY AND HIGHWAY CONSTRUCTION INDUSTRY FUND
 Post Office Box 3778
 Charleston, West Virginia 25337

Section 5: Miscellaneous.

A. A foreman shall be required when ten (10) or more teamsters are used by the Employer on any one (1) shift at the Contractor’s discretion.

B. Rates shall be negotiated for any type of equipment not specifically set out in Article XII.

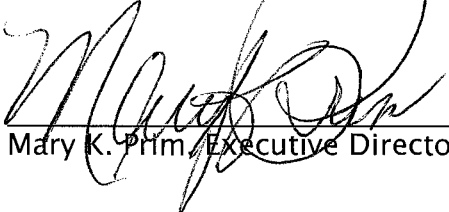
C. Pick-up Trucks. Foremen, mechanics, and other personnel in administrative and supervisory functions may be assigned pick-up trucks to perform their administrative and supervisory functions. It is recognized that the Teamsters have craft jurisdiction over drivers of pick-up trucks when used as an established job description such as pilot trucks and repetitive transportation of men and/or materials. Nothing in this paragraph is intended to circumvent Teamsters jurisdiction or the partnering or cadre crews.

D. "Key Man" shall be defined as an Employees possessing special skills and/or abilities that the Local cannot refer from the register. A Key Man must be requested at the pre-job.

E. 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.

IN WITNESS WHEREOF of the duly authorized representative of the EMPLOYERS, the CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. whose signature is affixed hereto by and through its President and Chairman of the Board of Governors and the duly authorized representatives of the EMPLOYEES, the UNION whose signature is affixed hereto by and through its Business Agent, at Charleston, West Virginia:

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

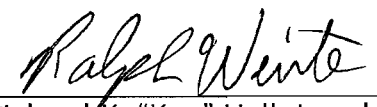


Mary K. Prim, Executive Director

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Doyle Baird, Local 92

Lawrence A. Wolfe, Local 453



Richard K. "Ken" Hall, Local 175
Ralph Winter

John W. Newton, Local 505

Rick E. Bauer, Local 697

TEAMSTERS LOCAL 175 REFFERAL PROCEDURE

The Union shall maintain each of the separate Group lists set forth below which shall list the applicants within each Group in the order they registered as available for employment. The Union shall refer Teamsters to the Employer by first referring Teamsters requested by the Employer who have been on layoff status from such employer for a period of six (6) months or less without regard to their position on the referral list provided they are not already working and are available. The Union shall then refer applicants to the employer by first referring qualified 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.

Group A

All members of the Local Union who have five (5) 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 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 members of the Local Union who have three (3) 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 under a collective bargaining agreement between the parties to this Agreement.

Group C

All members of the Local Union who have one (1) years experience in the trade as a Teamster.

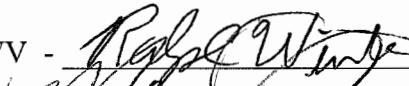

Group D

All members of another Local Union who have one (1) 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 under a collective bargaining agreement between the parties to this Agreement.

Group E

All other applicants.

The Constructors Labor Council and the Teamsters Locals of WV have agreed to a new agreement from December 7, 2009 until November 30, 2012. Signing on behalf of the parties are:

Ralph Winter – On behalf of the Teamsters of WV - 
Mary Prim – On behalf of the Employers : 

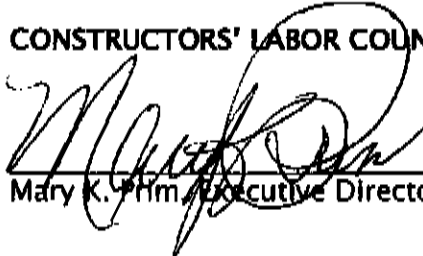
C. **Pick-up Trucks.** Foremen, mechanics, and other personnel in administrative and supervisory functions may be assigned pick-up trucks to perform their administrative and supervisory functions. It is recognized that the Teamsters have craft jurisdiction over drivers of pick-up trucks when used as an established job description such as pilot trucks and repetitive transportation of men and/or materials. Nothing in this paragraph is intended to circumvent Teamsters jurisdiction or the partnering or cadre crews.

D. "Key Man" shall be defined as an Employees possessing special skills and/or abilities that the Local cannot refer from the register. A Key Man must be requested at the pre-job.

E. 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.

IN WITNESS WHEREOF of the duly authorized representative of the EMPLOYERS, the CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. whose signature is affixed hereto by and through its President and Chairman of the Board of Governors and the duly authorized representatives of the EMPLOYEES, the UNION whose signature is affixed hereto by and through its Business Agent, at Charleston, West Virginia:

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.



Mary K. Firm, Executive Director

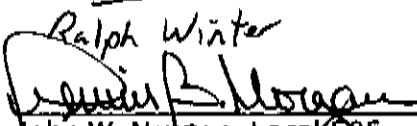
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