

2020 - 2021

**WEST VIRGINIA
HEAVY AND HIGHWAY AGREEMENT**

between

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

and

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT COUNCIL 53**

UNION INFORMATION SHEET

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53

Daniel J. Poling, Business Manager-Secretary Treasurer
District Council 53

International Union of Painters and Allied Trades

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INDEX

ARTICLE I - Definitions	3
ARTICLE II - Union Security	4
ARTICLE III - General Working Conditions.....	5
ARTICLE IV - Wages and Work Periods.....	8
ARTICLE V - Holidays.....	10
ARTICLE VI - The Contract	10
ARTICLE VII - Work Stoppages and Lockouts	11
ARTICLE VIII - Grievances and Arbitration.....	12
ARTICLE IX - Responsibility of Parties	13
ARTICLE X - Termination	14
ARTICLE XI - Miscellaneous	14
ARTICLE XII - Painters.....	14
IUPAT District Council 53 Map.....	19
IUPAT District Council 53 Hiring Procedure	19
MARKET RECOVERY ADDENDUM.....	23

WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August 2020, by and between the undersigned THE 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" "Employer Association" or "CLC") and the undersigned INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 53 (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 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 and highway construction work.

Section 3. 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.

Section 4. 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 5. All work in a plant of any kind, a mining facility, a storage tank of any kind, and/or a water or sewage treatment facility shall be worked under the terms and conditions of this Agreement.

Section 6. 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 7. The term “Union” when used herein is the International Union of Painters and Allied Trades.

Section 8. 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.

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. 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 up to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) 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.

Section 4. All provisions of this Agreement shall only apply to the extent a provision is permitted by state and federal law. In the event that the law is changed to permit a provision during the term of this Agreement, that provision shall immediately apply.

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 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. 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 is not required to utilize individuals of each union signatory to this agreement nor individuals of each union present on the construction site in establishing the partnering crew or cadre. The Employer will make up the crew on the basis of the amount of work involved for each Union.

Section 9: Union workforce. 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 Union does 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.

The Employer has executed a Referral Procedure agreement with the Union that is attached to this CBA.

Section 10: Workplace. Employees shall be at their workplace 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 workplace. 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 workplace 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. When working a ten (10) hour shift, Employees shall receive a ten (10) minute unorganized break at their workstation. The break shall be coordinated by the Contractor so not to impede or impact project operations.

Section 11: Ice water. The Contractor will make every reasonable effort to provide ice water from April 1 through October 31.

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 completion 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. 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 cellular phones) may be carried on their person or be used by employees during working hours.

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. 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) 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.

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 (1½). 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.

(b) 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.

(c) 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 written 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 penalized for not working the make-up day.

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.

The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. The Employer may terminate, at its discretion, for chronic and/or unexcused absenteeism. The Employer shall be consistent with regard to termination for absenteeism.

Section 3: 8 or 10-hour shifts. When two 8 or 10-hour shifts are established and operated, a one-half (2) hour non-paid 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.

Section 4: Overtime. The Employer shall determine when overtime shall be worked and by whom. If the Employee is required to work during any lunchtime, he shall be paid, therefore.

Section 5: 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. 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. An Employee who is put to work shall be paid for actual hours worked but not less than two (2) hours.

Section 6: 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. At the Contractor's option, the Employee may be paid by (1) check; (2) direct deposit of wages to the bank or financial institution of the Employee's choice; or (3) a no-fee cash/debit card. Paystubs shall be provided to the Employee.

Section 7: 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 8: 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.

Section 9: West Virginia Heavy and Highway Construction Industry Fund. Contractors, both signatory and non-signatory members of the CLC shall pay into the West Virginia Heavy and Highway Construction Industry Fund (WV H/H CIF) twenty-five cents (\$0.25) per hour for each and every hour worked by Employees covered by this Agreement for all construction work performed in all counties in the State of West Virginia. Remittance, with a copy of the West Virginia Heavy and Highway Construction Industry Fund form, shall be forwarded to the West Virginia Heavy and Highway Construction Industry Fund, Post Office Box 297, Scott Depot, West Virginia, 25560. It is further understood and agreed that if any Contractor shall remit the above-referenced twenty-five cents (\$0.25) to any Union, the Union shall retain the entire amount paid in trust for the West Virginia Heavy and Highway Construction Industry Fund and the Union shall provide an accounting for all such receipts and immediately forward said receipts to the West Virginia Heavy and Highway Construction Industry Fund.

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 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. 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 p.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 p.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. This Agreement may be amended by mutual consent of the CLC 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 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 Five Million Dollars (\$5,000,000.00) 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.

Section 4: Trust Funds. It is agreed and understood that the CLC may have a representative on any and all trust funds into which its members are required to pay. As long as the CLC has a Contractor representative on each trust, it is agreed and understood that the provisions of the trust documents are incorporated herein by reference.

ARTICLE VII - Work Stoppages and Lockouts

Section 1: Work interruptions prohibited. During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, work interruption, slowdowns, sick-outs, other disruptive activities, including, but not limited to destruction of equipment, for any reason 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. The work shall continue uninterrupted as assigned by the Contractor.

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, sympathy strikes, picketing, work stoppages, work interruption, slowdowns, sick-outs, or other disruptive activities, including, but not limited to destruction of equipment, 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. In the event such practices are committed or such strikes, sympathy strikes, picketing, work stoppages, work interruption, slowdowns, sick-outs or other disruptive activities, including, but are not limited to destruction of equipment, occur, the Union and any other person or entity committing, aiding or abetting such practices shall be liable to the affected Contractor for all actual damages suffered, but such damages shall in no event be less than \$10,000.00 per day, which amount is an agreed minimum liquidated damage and not a penalty. It is further agreed that in addition to actual or liquidated damages, the affected Contractor shall be entitled to consequential and incidental damages as well as all associated costs including attorney's fees. 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 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 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 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 of the dispute. If the Business Managers are unable to resolve the dispute, the aggrieved party 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. The Contractor shall not be held liable or responsible to any Union for its assignment of disputed work provided that the work in question is reassigned after the Contractor is informed of the jurisdictional decision.

Section 3: Discharge. 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 forty-eight (48) hours 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 seventy-two (72) hours 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 seventy-two (72) hours 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 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, CLC will endeavor to 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 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 Labor Arbitration Rules of American Arbitration Association (hereinafter referred to as "AAA") currently in effect. The demand for arbitration shall be filed in writing with the other party and with the AAA within ten (10) business days of the meeting with 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 the AAA within the time and manner prescribed, unless longer times are mutually agreed upon in writing, the grievance shall be forever barred.

ARTICLE IX - Responsibility of Parties

Section 1: Negotiating representatives. The parties hereto agree that the 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. The 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 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 X - Termination

Section 1: Agreement Effective dates. This Agreement shall remain in full force and effect from August 1, 2020 to and including November 30, 2021 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 calendar year.

Section 2: Negotiations. Negotiations for a contract for the year 2022 shall be commenced on or before September 30, 2021.

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.

In the case of a pre-employment drug test that is returned as inconclusive or a false positive, and that later is determined to be negative, the applicant will be afforded the opportunity for hire by the employer for the position for which he or she originally applied.

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

ARTICLE XII - Painters

Section 1: Definitions. The term "Painter" or "Painters" 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," "heavy" and "highway."

Section 2: Heavy and Highway wage rates and fringe benefits.

A. For Contracts that require the payment of the Federal Prevailed Wage (Davis-Bacon Wage), District Council 53 (see map for DC 53 area) employees shall be paid the following rates for all counties in West Virginia that are to be frozen as of the date of bid opening for the duration of the job.

	August 1, 2020 to November 30, 2021
Journeyman Bridge Painter, Bridge Blaster, Rigger Containment Builder & Spot Blaster	\$32.87
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control & Safety Boat Attendant, Quality Control/Quality assurance & Competent person	\$29.32
Fringe Benefits	
Health & Welfare	\$7.60
Pension	\$7.46
FTI of WV	\$1.45
LMCI	\$0.10
WV H/H CIF	<u>\$0.25</u>
Total Fringes	\$16.86
Total Package	
Journeyman Bridge Painter, Bridge Blaster, Rigger Containment Builder & Spot Blaster	\$49.73
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control & Safety Boat Attendant, Quality Control/Quality assurance & Competent person	\$46.18

Employee Deductions: Administrative Dues Deduction at 4% of the gross wage plus \$0.61 per hour worked; ACT is \$0.15 per hour worked; PAC is \$0.08 per hour worked; Painters Organizing Fund is \$0.25 per hour worked; and International Administrative Dues of \$0.05 per hour paid which increases to \$0.10 per hour worked as of June 1, 2021.

B. The wage and benefit package listed in this agreement for Journeypersons and Traffic Control and Safety Boat Attendants are total packages. The fringe benefits called for in the home local union of the Employee shall be paid to the appropriate home fringe funds and the remaining money shall constitute the hourly wage rate.

C. Traffic Control and Safety Boat Attendant Rate shall apply to Employees hired expressly for the purpose. Any Employee not hired expressly for that purpose who is used to perform traffic control, quality control or safety boat attendant work, will be paid his/her regular rate. Employees who are being paid Traffic Control, Quality Control or Safety Boat Attendant Rate who are utilized by the Employer to do other bargaining unit work shall be paid the appropriate rate for that said work while they are performing that other said work. Apprentices employed as Traffic Control or Safety Boat Attendant work shall be paid the rate for that work outlined in this Agreement and not at a percentage. All such Employees shall be members of the Union.

D. Apprentices.

1. In order to provide the training of skilled labor in the industry, Employers may employ apprentices, when available, in the follow ratios:

Apprentice ratio to journey-worker is three to one (3:1) or a fraction thereof. A fraction thereof is defined in the Standards of Apprenticeship as: “The Employer may place one apprentice on the job-site for one, two or three journey workers; two apprentices for four, five or six journey workers; three apprentices for seven, eight or nine journey workers, and follow this procedure thereafter.”

2. Apprenticeship hourly rate scale:

1-1,000 hours	60% of Journeymen scale
1,001-2,000 hours	70% of Journeymen scale
2,001-3,000 hours	75% of Journeymen scale
3,001-4,000 hours	80% of Journeymen scale
4,001-5,000 hours	85% of Journeymen scale
5,001-6,000 hours	90% of Journeymen scale

In addition to the hourly rate scale above, the Contractor shall pay on behalf of each apprentice fringe benefits as follows: Pension: \$2.75 per hour worked; and Annuity: \$1.00 per hour worked.

Section 3: Trust Funds.

A. Payments into the Health & Welfare, FTI of WV (Training), Pension and Annuity Funds shall be made to the following:

Health & Welfare

For instructions on where to send payments into the Health & Welfare fund, contact

Daniel J. Poling, Business Manager-Secretary Treasurer
District Council 53
International Union of Painters and Allied Trades
1591 Washington Street, East
Charleston, West Virginia 25311
(304) 343-8250 (office)
(304) 343-3260 (fax)
www.iupatdc53.org

FTI of WV (Training Fund)

International Union of Painters and Allied Trades, AFL-CIO, District Council 53
c/o Dan Poling
1591 Washington Street, East
Charleston, West Virginia 25311
(304) 343-8250 (Office)
(304) 343-3260 (fax)

International Pension Fund (Pension & Annuity)
International Painters & Allied Trades Industry Pension Fund
7234 Parkway Drive
Hanover, MD 21076
P: (410) 564-5500
F: (866) 656-4160

B. 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 297
Scott Depot, West Virginia 25560

C. It is agreed and understood that a Contractor representative shall be seated on the Board of Directors for the Union's training center fund. If no Contractor representative is seated on the board of directors, the Union shall provide the CLC a yearly accredited accounting of how the Contractor's contributions to the training center fund are expended.

Section 4: Miscellaneous.

A. The painters shall perform all work necessary for the completion of painting the structure including but not limited to: Surface preparation, application of all coatings, Lead Abatement, operation of all equipment needed to complete the painting project, all rigging and building of containment structures, all cleaning and removal of abrasive blast material, and other work within the painting Contractor's contract.

B. There shall be no tool restrictions provided all safety laws and regulations are adhered to.

C. Any Employer who registers a job covered by this agreement under an appropriate National Agreement of the I.U.P.A.T. may complete the project according to the terms and conditions of said National Agreement. However, contributions to the CLC shall still be applicable.

D. Notwithstanding any other provision in this Agreement, Painters will be paid overtime over forty (40) hours per week. Painters will be paid at time and a half of the regular rate of pay for all overtime, holidays excluded.

E. Notwithstanding any other provision in this Agreement, the hourly wage rates and fringe benefits in effect on the bid date will prevail for the duration of the job.

F. In an effort to maintain productivity, safety and hygiene on full containment jobs or jobs where Employees would need to change clothes or travel an extensive distance to safety then there shall be no mid-morning break. When the above situation exists, then 15 minutes shall be added to the lunch period. While the regular ½ hour lunch period is unpaid time these additional 15 minutes shall be paid time.

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 Manager and Business Representatives, at Charleston, West Virginia:

By signature affixed below, we the undersigned hereby represent our agreement to the foregoing.

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.



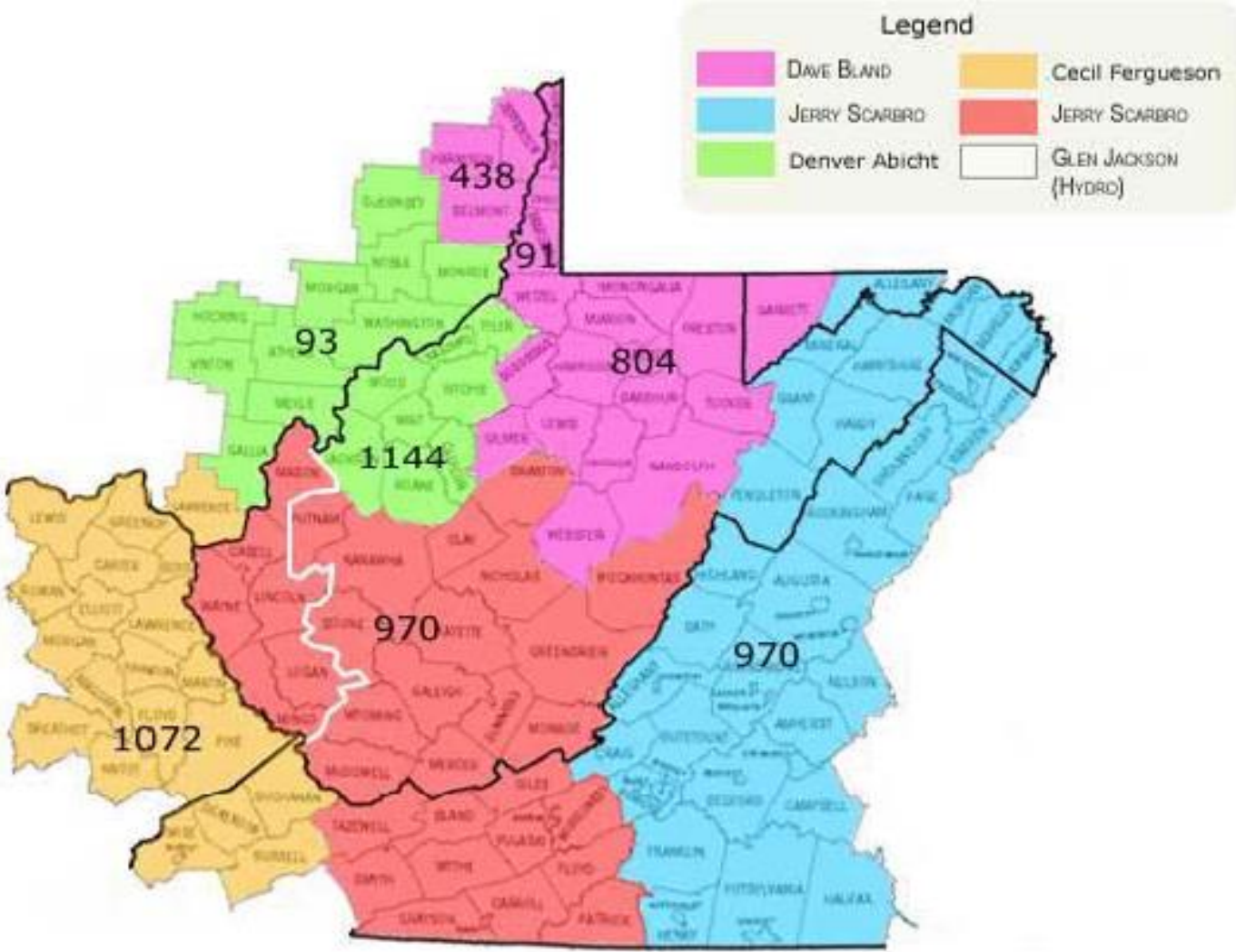
Mary K. Prida, Executive Director

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53



Daniel J. Poling, Business Manager-Secretary Treasurer

IUPAT District Council 53 Map



IUPAT District Council 53 Hiring Procedure
Contractual Guidelines for Referral of our trades

In the interest of maintaining an efficient system of filling vacancies, the procedure shall be as follows:

SECTION 1. The Union shall be the sole and exclusive source of applicants for employment and shall establish and maintain an open and non-discriminatory out of work list for use of individuals desiring employment.

SECTION 2. All individuals desiring employment shall register with IUPAT DC#53, by personally filling out a qualification form.

SECTION 3. The Employer shall have the right to reject any applicant for employment.

SECTION 4. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. (An authorized representative of the employer shall have the right to inspect the out of work records, maintained at the union hall.)

SECTION 5. Contractors will require a referral slip from District Council 53 before hiring an employee.

Group I. All applicants for employment who have three or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Local Union of the IUPAT.

- A. Each person qualifying to sign Group 1 out of work lists will have the opportunity to select the other zones he/she also wants to work in. (Central, Southern and Northern.)

Example: Primary list - Central
 Secondary list - Southern & Northern

Example: Primary list - Northern
 Secondary list - Central

Group II. All applicants for employment who have three or more years' experience in the Construction trade and who have passed a journeyman's' examination given by a duly constituted IUPAT DC53 Local.

Group III. All applicants for employment, who have two or more years' experience in the IUPAT construction trade, are residents of the geographical area constituting the normal construction labor market.

Group IV. All applicants for employment who have worked at the Construction trade for more than one year.

Group V. The union shall also maintain a list of all applicants who are available for work and who do not meet the criteria of either Group I through Group IV.

NOTE: All applicants for employment who have not graduated with a Certification from a IUPAT affiliated Joint Apprenticeship and Training Program with at least five years' experience at the construction trade, shall, if hired, be paid at the hourly wage rate specified for a first six-month apprentice as set forth. This provision shall not apply to individuals currently enrolled as apprentices in the IUPAT/FTI Apprenticeship Program and shall not affect the schedule of apprentice wage rates or the employment of apprentices under this Agreement.

SECTION 5. The union shall have 48 hours from the initial request of the employer to arrange employees to be present for the job. In the event the union cannot fulfill that obligation, then the employer shall fill the position from whatever source it deems appropriate. Such applicants, if hired, shall have the status of "Temporary employee". The employer shall notify the Business Manager promptly of the names and social security numbers of such temporary employees and shall replace such temporary employees from the out of work list as they become available.

SECTION 6. The union shall maintain an "Out of Work" list, Applicants for referral must renew their applications to the out of work list every 30 days after they are qualified. Example: If they signed 4/22/01, they must renew no later than 5/22/01. If this anniversary date falls on Saturday, Sunday or a holiday, the applicant can renew his or her name on the out of work list the following workday. After an applicant has filled out an application, he or she may then resign or renew by designated phone number (304-343-8250).

SECTION 7. Employers having work or needing manpower may call the Union and submit job orders, indicating the number of individuals desired, qualifications of such individuals, the location of the job and the reporting date and time. An employer may request journeymen by name subject to the provisions of section 8, Paragraph A.

SECTION 8. Individuals available and qualified to fill the job order shall be referred in the following order:

- A. Journeyman requested by name by the employer.
- B. All other journeymen in order of their registration. With exceptions being allowed for any bona fine requirements. (i.e. apprentice ratio, LEAD Abatement, CAS, Ames Tools, Etc. safety certification, drug free card.

SECTION 9. Available for employment means that the individuals shall be currently registered and shall be present at a location where he/she can be reached by telephone.

SECTION 10. Individuals shall be removed from the out of work list for the following reasons:

- A. Not being available for employment. (As per Section 9.)
- B. Failure to report to work.
- C. Quitting a job.
- D. Failure or refusal of drug test

In the case of b or c of this section, the applicant will not thereafter be eligible to be placed on said list until after fifteen (15) days and furthermore, applicant must then re-register with the District Council. Exceptions may be applied to meet employer supervisory requirements.

In the case of d of this section, applicants will not be eligible to register on said list until drug free documentation is provided by one of the contractual drug testing providers.

SECTION 11. Individuals removed from the referral list must re-register promptly in order to be considered available for employment. An applicant who is employed and through no fault of his own works less than 80 hours or 10 working days, cumulative, shall upon notification to the union office be restored to his/her appropriate place on the out of work list. Applicants are responsible to immediately notify the union of his/her lay-off in order to be restored to the out of work list.

SECTION 12. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the employer and one member by the complainant, said

Committee member being a member of District Council #53.

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 1 through 11 of this Addendum. The Appeals Committee shall have the power to make a fair and binding decision on above matters, which shall be complied with by all parties. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this addendum. A representative of the Employer, designated to the Local Union in writing, shall have the right to inspect the out of work records at any time during normal business hours of the Local Union. Any appeal must be filed within seven (7) days of the alleged violation. Any appeal must be filed in writing and delivered to the Local Union Hall.

SECTION 13. A copy of the procedure set forth in this addendum shall be posted on the bulletin board in the offices of the Local Union and in the offices of the employers who are parties to this addendum.

SECTION 14. Appointment and/or placement of job steward shall be solely the responsibility of the union.

SECTION 15. Apprentices shall be hired and transferred in accordance with the Apprenticeship provision of the Agreement between the parties.

SECTION 16. When an Employer requests it, the craftsmen must have completed an approved safety course. Signatory contractors may make the completion of that course a condition of employment.

MARKET RECOVERY ADDENDUM

TO THE WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53

This MARKET RECOVERY ADDENDUM is attached to and forms a part of the WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53 (hereinafter referred to as the "CBA"). To the extent that any of the terms or conditions contained in this MARKET RECOVERY ADDENDUM may contradict or conflict with any of the terms or conditions of the attached CBA, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

1. It is agreed and understood that the parties hereto are bound by the terms and conditions of the WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53 (hereinafter "CBA") except as set forth below.

2. On all private work, and public work with no minimum prevailed-wage requirement, and where there is bidding competition by at least one (1) prime/general contractor who is not signatory to this CBA, this Addendum shall be applicable for wages and working conditions as follows:

- A. Wage & Fringe Package.
- B. All Fringes shall be current and remain current as a requirement to be eligible for the use of this said Addendum.

District Council 53 employees working in all Counties in West Virginia shall be paid the following rates that are to be frozen as of the date of bid opening for the duration of the job.

	August 1, 2020 to November 30, 2021
Journeyman Bridge Painter, Bridge Blaster, Rigger Containment Builder & Spot Blaster	\$ 29.58
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control & Safety Boat Attendant, Quality Control/Quality assurance & Competent person	\$ 26.39
Fringe Benefits	
Health & Welfare	\$7.60
Pension	\$7.46
FTI of WV	\$1.45

LMCI	\$0.10
WV H/H CIF	<u>\$0.25</u>
Total Fringes	\$16.86
Total Package	
Journeyman Bridge Painter, Bridge Blaster, Rigger Containment Builder & Spot Blaster	\$46.44
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control & Safety Boat Attendant, Quality Control/Quality assurance & Competent person	\$43.25

Employee Deductions: Administrative Dues Deduction at 4% of the gross wage plus \$0.61 per hour worked; ACT is \$0.15 per hour worked; PAC is \$0.08 per hour worked; Painters Organizing Fund is \$0.25 per hour worked; and International Administrative Dues of \$0.05 per hour paid which increases to \$0.10 per hour worked as of June 1, 2021.

Dated this the 1st day of August 2020.

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

Mary K. Prim, Executive Director

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53



Daniel J. Poling, Business Manager-Secretary Treasurer

**OIL AND GAS INDUSTRY ADDENDUM
TO THE WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE
CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL
UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53**

This OIL AND GAS INDUSTRY ADDENDUM is attached to and forms a part of the WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53 (hereinafter referred to as the "CBA"). To the extent that any of the terms or conditions contained in this OIL AND GAS INDUSTRY ADDENDUM may contradict or conflict with any of the terms or conditions of the attached CBA, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

1. It is agreed and understood that the parties hereto are bound by the terms and conditions of the WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT BETWEEN THE CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC. AND THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53 (hereinafter "CBA") except as set forth below. The purpose of this Addendum is to capture and retaining market share in the oil and gas industries. This Addendum is effective in conjunction with the CBA signed August 1, 2020.

2. For all Oil and Gas work, this Addendum shall be applicable for wages, fringe benefits and apprentice ratios.

A. District Council 53 employees working in all Counties in West Virginia shall be paid the following rates that are to be frozen as of the date of bid opening for the duration of the job.

	August 1, 2020 to November 30, 2020	December 1, 2020 to November 30, 2021
Industrial Journeyman Rate	\$ 30.38	\$ 30.88
Industrial Foreman Rate	\$ 31.38	\$ 31.88
Fringe Benefits		
Health & Welfare	\$ 7.60	\$ 7.60
Pension (Apprentice Pension \$2.60)	\$ 7.00	\$ 7.55
Annuity (Does not apply to Apprentices)	\$ 1.75	\$ 1.75
Training Fund	\$ 0.95	\$ 1.00
Drub Program-Sub/Ab	\$ 0.12	\$ 0.12
LMCF Fund	\$ 0.10	\$ 0.10
LMF	\$ 0.02	\$ 0.02
WV H/H CIF	<u>\$ 0.25</u>	<u>\$ 0.25</u>
Total Fringes	\$ 17.79	\$ 18.39

Total Package

Industrial Journeyman Rate	\$ 48.17	\$ 49.27
Industrial Foreman Rate	\$ 49.17	\$ 50.27

Employee Deductions: Administrative Dues Deduction as per District Council 53 Bylaws (currently 4% of total package); ACT is \$0.15 per hour worked; IUPAT-PAT is \$0.05 per hour worked; Local-PAT is \$0.05 per hour worked; Painters Organizing Fund is \$0.07 per hour worked; and International Administrative Dues of \$0.05 per hour paid which increases to \$0.10 per hour worked as of June 1, 2021. For questions contact: DC53, 1591 Washington Street, E., Charleston, WV, 25311, (p) 304-343-8250.

B. **Per-Diem & Lodging:** The employer shall pay \$30.00 per day for *per diem* and provide adequate lodging when it is not practical for the employee to return their usual place of residence each evening.

C. **Apprentices Ratio:** The Employer may utilize any ratio of journeyperson to apprentice as needed to complete a project.

Dated this the 1st day of August 2020.

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.



Mary K. Grim, Executive Director

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 53



Daniel J. Poling, Business Manager-Secretary Treasurer