2013 - 2015

WEST VIRGINIA
HEAVY AND HIGHWAY AGREEMENT

between

CONSTRUCTORS' LABOR COUNCIL
OF WEST VIRGINIA, INC.

and

OPERATIVE PLASTERS AND CEMENT
MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA

UNION INFORMATION SHEET

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Local Union No. 926, Area 887
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WEST VIRGINIA HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2012, 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 Association" or "CLC") and the undersigned OPERATIVE PLASTERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA (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, the CLC and the 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 and "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.

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.

Section 7. The term "Union" when used herein is the undersigned OPERATIVE PLASTERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA.

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.

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, 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 XIII 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 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.

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 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 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 hiring, selection 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. 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 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. Only on projects with gross contract value greater than Five Million Dollars ($5,000,000.00) will pre-bid approval be required for use of partnering crews or cadres.

Section 9: Union workforce. The Union will exert its 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.

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. 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.

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 Employer 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, within five (5) workdays of his termination, make a written request for 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. If an Employee goes sixty (60) days without working for an Employer, the Trial period begins again upon reemployment with that Employer.

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.

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 Contractor 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.

(c) On highway projects only, 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. On highway projects only, 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 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 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 (1½). On Heavy construction projects with gross contract value greater than Five Million Dollars ($5,000,000.00), the Employee shall be paid at the rate of time and one-half (1½) for hours worked over eight (8) hours on eight (8) hour shifts or at the rate of time and one-half (1½) 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.

(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. Saturday will be a make-up day for work missed due to inclement weather, not holidays. 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. Friday will be a make-up day for work missed due to inclement weather, not holidays. 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. On heavy projects with gross contract value of greater than Five Million Dollars ($5,000,000.00) only, all construction work performed on Saturday will be paid at time and one-half unless Saturday is considered a make-up day.

(d) 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.

(e) 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: 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 (7½) 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 (7½) hours work. The third shift will consist of seven (7) hours work, plus one-half (½) 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 last 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 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 (½) 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) hours, but will be paid only for 8 or 10 hours. In the event of the utilization by the Contractor of three shifts, the language provided in Section 3, Paragraph (a) of this Article will prevail.

Section 5: Overtime. The Employer shall determine when overtime shall be worked and by whom. 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 (3½) 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 shall make every reasonable effort to 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. 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. On Heavy construction projects with a gross contract value of Five Million Dollars ($5,000,000.00) or more, an Employee who is put to work 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.

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.

If an employee has worked for an employer for more than two (2) weeks, and was hired on a date other than the first day of the scheduled workweek, and is not given the opportunity to work a full workweek, then that employee shall be paid the same wage for the first week of his or her employment as the other employees working on the same job who were afforded the opportunity to work a full workweek. In no event does this section guarantee an employee work for a full week, or overtime pay.

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. Contractors shall make every reasonable effort to provide a warm place for Employees to eat lunch on projects with a gross

contract value of Five Million Dollars ($5,000,000.00) or more.

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 (extraordinary does not include convenience or policy), prevent the timely preparation of a final check. In presence of such circumstances, said check will be postmarked the next working day. 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 and Easter Sunday, the rate of pay shall be twice the regular rate and on such days not less than four (4) consecutive hours of work shall be given. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. It is understood that 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 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. Employees shall receive no less than four (4) hours pay for emergency call outs.

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 Union. 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. Pre-job conferences are mandatory on all construction jobs of value more than Five Million Dollars ($5,000,000.00).

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 Contract Award. 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, 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: Owner-operator. 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 and agreed that this Section does not apply to the first point of delivery.

Section 5: 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 not be, and the Union shall not sanction, strikes, sympathy strikes, picketing, work stoppages, work interruption, slow downs, 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 Contractor. The work shall continue uninterrupted as assigned by the Contractor.

Section 2: Union shall not sanction work interruptions. The Union shall not sanction, aid or abet, encourage or continue any strikes, sympathy strikes, picketing, work stoppages, work interruption, slow downs, sick-outs, other disruptive activities, including, but not limited to destruction of equipment, at any Contractor'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, slow downs, sick-outs, other disruptive activities, including, but 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 for disputes between Union and Contractor/Employer and/or disputes between Unions

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 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, unless extended by mutual agreement of the Union and the Contractor, the dispute shall be forever barred. The Contractor shall not be held liable or responsible to any Union for its assignment of disputed work.

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 two (2) 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 three (3) 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 three (3) business days after the Business Manager and Contractor's meeting, unless extended by mutual agreement, 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 filed with the American Arbitration Association (hereinafter referred to as "AAA") unless agreed upon in writing otherwise. The demand for arbitration shall be filed in writing with the other party and with 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.

Notwithstanding any other provision of this agreement, the parties agree and acknowledge that any disputes or disagreements over work jurisdiction or work assignment shall be resolved, on their merits, exclusively through the grievance and arbitration procedure in this agreement.

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 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 Constructors' Labor Council of West Virginia, Inc. 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. The CLC shall furnish the Union, upon the Union's written request, with a list of the CLC's members; the list shall include all members with whom the CLC is signature, whether signatory to this agreement or any other agreement.

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 December 1, 2012 to and including November 30, 2015 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 2016 shall be commenced on or before September 30, 2015.

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 Association. However, all Employers are not required to be bound by each and every collective bargaining agreement entered into by the

Employer Association. The CLC maintains records to indicate which of its members have chosen to be bound by each agreement.

ARTICLE XII
Cement Masons

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

The term Cement Mason includes the following: All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators and smoke stacks; the laying out and setting of all grade strips and screeds, including metal key-ways; the setting of all forms for sidewalks, curbs and gutters, streets and roads, paving alleys and roofs and the finishing of same; the screeding and finishing of all mass reinforced concrete slabs and all other flat surfaces to be finished; the spreading, rodding and tampering of all concrete, where top materials are to be applied; the spreading, rodding and finishing of all top materials; the finishing of sills, coping, steps, stairs and rishers and all cement base (straight or cove) 6in. or less; all glass set in cement; the spreading, rodding and finishing of all concrete to be exposed known as architectural exposed aggregate or scrubbed concrete, (whether done by wire brush, water hose or broom), and the acid washing of same; the operation of the nozzles of cement guns less than one and one-half inches in thickness and finishing of cement surfaces applied by the cement guns; the packing of all cement wherever applied (known as dry packing); the grouting and finishing wherever applied, such as engines, pumps, generators, compressors, tanks and all machinery set on concrete, and including all foundation pressure plates; any work performed by a Cement Mason, where curing is required, shall be the work of the Cement Mason; the application of concrete weld and epoxy resin or any similar material; the application of materials when used for finishing floors, whether done by roller or any other similar process; the application of Latex underlayment (flashpatch, dashpatch, fillmix and all similar materials); the finishing or washing of all concrete construction (regardless of material used) where it is done as a finish; mosaic and nail coat, whether done by brush, broom, trowel or any other process; the waterproofing of all work, regardless of tools or materials (Thoroseal, Ironite, Plasterweld and any similar products) used, and regardless of the color, or the method or application or the type of base these materials may be applied to; the laying and spreading and finishing of all types of bituminous concrete and rock asphalt including all types of asphalt floors and pavements; all preparatory work on concrete construction to be finished or rubbed; the cutting of all nails, wires and the removal of all wall ties that require snapping, breaking or chiseling after removal of form; the chipping, rubbing and removal of all fins on concrete surfaces where finishes or other materials are applied; the patching of all concrete regardless of the materials used; brushing, chipping and bush hammering, rubbing or grinding if done by machines or hand stone on all concrete construction; sandblasting of all concrete surfaces where it is done as an architectural finish and the application of concrete sealer; pointing, patching and caulking around all metal, door frames and window frames and touch concrete; the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing the same for finish; all finishing of prefabricated and prestressed concrete construction on the job site and in the shop including supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same; the operation of power driven floats and troweling machines, the use of all power tools used in connection with the trade, the operation of

machines for scoring floors, all mechanical powered strike off machines, mechanical powered roller machines and mechanical curb machines; the spreading, screeding, darbying, and troweling of all magnesium oxychloride, cement composition floors, all types of oxychloride granolithic or terrazzo composition floors; the preparation of all sub floor surfaces, bonding, the preparation and installation of grounds or base courses, steps and cover base; mastic flooring, whether laid free handed or in precast form (known as asphalt or mastic tile) and all type of resilient floor covering; the laying, spreading and finishing of all Gypsum materials.

Section 2: Cement Masons Heavy/Highway Wages and Fringes Schedule:

A. Wage rates and fringe benefits for Cement Masons working in all counties in West Virginia, Harrison & Washington, Allegheny, and Grant in MD, and Jefferson, Harrison, and Belmont in Ohio, and Counties in Southern VA shall be paid the following rates for the years 2013 through and including 2015 as long as those rates and fringe benefits are the prevailing rates and fringe benefits for the respective years:

	December 1, 2012 to November 30, 2013	December 1, 2013 to November 30, 2014	December 1, 2014 to November 30, 2015
Journeyman	$28.16	To Be Determined	To Be Determined
Working Foreman	$29.16	To Be Determined	To Be Determined
General Foreman	$31.16	To Be Determined	To Be Determined
		Fringe Benefits	
Health & Welfare	$6.25	To Be Determined	To Be Determined
Pension	$5.71	To Be Determined	To Be Determined
Annuity	$3.30	To Be Determined	To Be Determined
Apprenticeship	$1.25	To Be Determined	To Be Determined
WV H/H CIF	$0.25	$0.25	$0.25
Total Fringes	$16.76		
Total Package			
Journeyman	$44.92	$46.22	$47.52
Working Foreman	$45.92	$47.22	$48.52
General Foreman	$47.92	$49.22	$50.52

Employee Deductions: The Employer shall, upon receiving a signed authorization from his labor Employee, deduct 6% Total Package per hours worked for Union dues, $0.15 per hour worked for ACT deduction, and $3.00 per hour worked for Vacation Fund.

1. In order to maintain a sufficient number of skilled journeymen, the necessity for employment of apprentice is recognized by both parties. The training or apprentices shall be the joint responsibility to the Cement Masons' Joint Apprenticeship Committee. The rules and regulations of the Joint Apprenticeship Committee Program are set forth in a separate Agreement and Declaration of Trust.

2. In order to finance the Cement Mason's Joint Apprenticeship Program, Employers of Cement Masons, Journeymen, and/or apprentices within the territorial jurisdiction of the Agreement shall pay the sum per man-hour worked per employee. This amount is to be recorded on the appropriate reporting form along with wages, fringes, and other contributions as provided in this Agreement.

3. For Charleston Local Union No. 887 and Local Union No. 887 Parkersburg Area 181, when available the following Apprentice ratios will be used:

   To ensure proper Training for the Cement Masons Apprentices, the number of apprentices to skilled workers shall not exceed one (1) apprentice for the first journeyperson employed and one (1) additional apprentice for each three (3) regularly employed thereafter. Contractors who employ at least three (3) Journeymen, one (1) will be an apprentice, if available, not to exceed 33 1/3% of the total Journeymen hired. Additional Apprentices may be hired on a ration of three (3) to one (1). Apprentices shall not be counted in the ratio of Journeymen to Foreman.

4. For the Wheeling Local Union No. 39, Local Union No. 39 Morgantown Area 711 & Local Union No. 39 Cumberland, Maryland Area 296, when available the following Apprentice ratios will be used:

   First Journeyman - 1 Apprentice
   Next 2 Journeymen - 1 Apprentice
   Next 2 Journeymen - 1 Apprentice, etc.

5. No Apprentices shall be employed who are not members of the approved apprenticeship program.

6. Apprentices shall be paid the following wage rates for Charleston Local Union No. 887 and Local Union No. 887 Parkersburg Area 181:

   PERCENTAGE OF HOURS

0 to 1000	60% of the rate for the jobs being performed
1001 to 2000	70% of the rate for the jobs being performed
2001 to 3000	80% of the rate for the jobs being performed
3001 to 4000	90% of the rate for the jobs being performed

   The Contractor shall pay on behalf of each apprentice employed the same amount of fringe benefit contributions per hour as paid journeymen Cement Masons.

7. Apprentices shall be paid the following wage rates for Wheeling Local Union No. 39,

Period One:	1200 Hours 50%
Period Two:	1200 Hours 60%
Period Three:	1200 Hours 70%
Period Four:	1200 Hours 80%
Period Five:	1200 Hours 90%

The Contractor shall pay on behalf of each apprentice employed the same amount of fringe contributions per hour as journeymen Cement Masons.

All Cement Mason Apprentices shall be indentured to the Apprenticeship Committee.

Section 5: Trust Funds & Training Center Funds.

A. Payments into the Trust Funds specified in Article XII of the Agreement, shall be made to the respective Fund as indicated below. Where one or more Fund offices are indicated, payments shall be made to that Fund wherein the work is located. Further information regarding the specific Fund and necessary forms for reporting payments may be obtained from the Business Agents or the Fund Office indicated.

Apprenticeship Training School

Anthony Farber
720 Staunton Turnpike
Parkersburg, WV 26106
(304) 865-0529 (office)
(304) 865-0806 (fax)

Pension, Health & Welfare & Trust Funds

Cement Masons Combined Funds
33 Fitch Boulevard
Austintown, Ohio 44515
(800) 435-2388

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

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 UNION, whose signature is affixed hereto by and through its Business Manager

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 UNION, whose signature is affixed hereto by and through its Business Manager and President, at Charleston, West Virginia:

CONSTRUCTORS' LABOR COUNCIL OF WEST VIRGINIA, INC.

Ken Lake, Treasurer

Mary K. Prim, Executive Director

OPERATIVE PLASTERS AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA

Chris Womack, Business Manager

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