

Memorandum of Understanding

WHEREAS the Laborers' International Union of North America, Laborers' District Council of Ohio Local Union #639 (LU639), and the Parkersburg-Marietta Contractors Association (PMCA) agree to extend the existing collective bargaining agreement (LU639/PMCA CBA) which is dated June 1, 2016 through May 31, 2020 by and between LU639 and PMCA; the purpose of which is to provide additional time so that negotiations may take place at a later date, given the current COVID-19 (coronavirus) epidemic.

WHEREAS LU639 and PMCA wish to continue bargaining in good faith, as is usual and customary, in order to provide a fair LU639/PMCA CBA that will benefit contractors and labor alike.

NOW, THEREFORE, LU639 and PMCA agree to extend the existing LU639/PMCA CBA as follows:

1. Unless it becomes necessary to further extend the agreement due to a prolonged outbreak and epidemic of coronavirus, the agreement shall expire at midnight on **May 31, 2021**.
2. The parties (LU639 and PMCA) may agree, at a future date and prior to the new May 31, 2021 expiration date, to further extend this memorandum of understanding (MOU) should circumstances warrant such action.
3. The parties (LU639 and PMCA) agree that beginning on June 1, 2020 the current total compensation package of \$43.32/hour shall be increased by \$0.90/hour to a total package of \$44.22/hour.
4. The parties (LU639 and PMCA) agree that beginning on June 1, 2020 the following foreman wage differential will go into effect:
 - a. Foreman rate = +\$1.50/hour
 - b. General Foreman rate = +\$2.00/hour

This MOU in its entirety is adopted this 21st day of April, 2020 and shall become effective immediately.



John Eddleblute, LU639



Clinton Suggs, PMCA

AGREEMENT BETWEEN

**LABORERS LOCAL 639
MARIETTA OHIO**

**Laborers' District Council of Ohio
Laborers' International Union
Of North America**

and the

**Parkersburg-Marietta
Contractors Association**

June 1, 2016 – May 31, 2020

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AGREEMENT

This Agreement, made and entered into by and between the Parkersburg-Marietta Contractors Association, Inc., the successors, heirs, and assigns, (hereinafter called the contractor) and the Laborer's District Council of Ohio of the Laborers' International Union of North America, AFL-CIO and the Laborers' Local Union #639, Marietta, Ohio (hereinafter called the Union) to define and agree to the conditions and wages under which employees shall work and to define all classifications of work and to prevent strikes and lockouts and adjust grievances in a peaceful and dignified manner.

It is specifically understood and agreed that the Laborers' District Council of Ohio as an entity, separate and apart from the Local Union of which it is comprised, shall not be liable hereunder for any reason whatsoever, including, but not limited to acts of Local Unions which are members of the Laborers' District Council of Ohio.

It is further agreed and understood that the liabilities of the Contractors subscribing hereto and the Local Unions subscribing hereto shall be several and not joint.

The Parkersburg-Marietta Contractors Association, Inc. will furnish a list of all members who have assigned their bargaining rights to the Association to the Union, and will furnish the names of any new members of the Association who have assigned their bargaining rights within 15 days of the member's acceptance into the Association. The Employers signatory hereto, who disaffiliate from the Association will be bound to the end of the Contract.

That whereas, the parties hereto desire to stabilize employment in the construction industry, agree upon wage rate, hours and conditions of employment.

During the life of this agreement, both parties agree to meet jointly on a regular basis, the objective of these meetings to discuss mutual problems arising during the term of this agreement, and to promote harmony in the construction industry.

The committee shall consist of members selected by The Parkersburg-Marietta Contractors Association, Inc., and of Laborers Local Union #639.

Now, therefore, the undersigned Employer and the Union, in consideration of the mutual premises and covenants herein contained, agree as follows:

JURISDICTIONAL AREA

The provisions of this agreement shall govern the employment of and the conditions under which Laborers shall work, and the rates of pay they shall receive in the construction industry in the following bounded territory:

Washington, Morgan, and Monroe counties in Ohio; and any other territories granted by the International Union.

The Jurisdiction of work for the Union shall be as outlined in the Manual of Jurisdiction (1961) by the Laborers' International Union of North America, and such other work as it shall hereafter acquire.

Within the confines of the property line and/or the fence line where building construction is in progress, all railroad construction within an industrial plant or building site shall be paid for at the building and construction rate.

MANAGEMENT RECOGNITION AND RIGHTS

The Employer retains authority for the management of his operation. Except as limited by other provisions of this Agreement, the Employer shall have the right to plan, direct and control the operation of all his work and his working forces, including hiring, selection of foremen, assignment of employees to their jobs, promotions, demotion, transfer, suspension or discharge of employees for proper cause, lay-off employees because of lack of work or for other legitimate reasons.

UNION MANAGEMENT, RECOGNITION AND SECURITIES

Section 1. Union Recognition - That the Employer hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all the employees of the Employer over whom the Union has jurisdiction.

Section 2. Union Securities - It shall be a condition of employment that all the employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing, and those who are not members on the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this agreement and hired on or after its effective date shall, on or after the seventh day following the beginning of such employment become and remain members in good standing of the Union.

It is a condition of this Agreement, agreed to by both the Union and the Contractor, to provide equal opportunity in employment for all qualified persons, and to prohibit discrimination in employment because of race, creed, color, sex, age, or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal or State Agencies having jurisdiction over the subject matter of discrimination in employment.

The Union may notify the Contractor in writing of any default on the part of an Employee to pay said initiation fees and membership dues of the Union, and if said employee has not paid said initiation fees and/or membership dues within three days from the receipt of said written notice the Employer shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members. Further, all Employees who fail to maintain their Union membership as above provided shall be similarly discharged by the Contractor.

It is agreed that upon the request of either party, a pre-job conference must be held prior to commencing work, with a Contractor representative in attendance who is in charge of the project. It is further agreed that the Union may request and hold a pre job conference with the Contractor on an individual Union basis wherein the following items will be discussed:

(a) The Contractor will advise the Local Union representative of the Contractor's requirements of necessary employees in the classifications of work under this Agreement, and the Local Union will determine and advise the Contractor of the ability of the Local Union to fulfill such requirements when requested.

(b) Work Schedules

(c) Questions of jurisdiction and assignment of work

(d) The Contractor agrees that wherever possible at such pre-job conference, he will notify the Union having jurisdiction over the project of any sub-contracts let by the Contractor, the names of the sub-contractors, and the nature of the work to be performed by the sub-contractors. Union may request Sub-contractors to meet with the Union prior to commencing work on a project if the sub-contractor did not attend the original pre-job conference for the project.

It is understood and agreed that no agreement may be made at the pre-job conference which will in effect change, modify, or arbitrate the Labor Agreement in effect between the two parties hereto.

In consideration of the covenants herein contained, the Union agrees, when requested, to provide sufficient, able, and efficient Employees to properly perform the various classifications of labor required in the work under this Agreement.

If the Union requests in writing a Contractor to hold a pre-job conference as outlined above, and the Contractor fails to hold the pre-job conference the Union may withhold its labor from the Contractor until provisions of this Article are complied with by the Contractor.

Laborers' Code of Performance Acknowledgement

The goal of the Code of Performance is to ensure that our membership meets the highest standards in our industries. Our aim is to deliver craftsmanship that exceeds the expectations of

our contractors and their customers. We want to create and maintain a work force that makes contractors want to be Union and owners want to build Union. Meeting these goals requires members understand and incorporate these values in their day-to-day performance. Accordingly, as a member of Laborers' International Union of North America I agree to:

1. Acquire the necessary skills through apprentice and /or training programs.
2. Report promptly upon referral to a job and show up for work on time, ready, willing and able to work.
3. Be aware of and follow job referral rules.
4. Avoid excessive absenteeism and excessive tardiness.
5. Follow directions from supervisors.
6. Do not be insubordinate.
7. Give a fair days work.
8. Treat the employer's and customer's tools, property, and fellow workers with respect.
9. Avoid disruptions on the job by using the established procedures to resolve disputes.
10. Understand and use safe practices and safety equipment.

All applicants referred by the Union must sign an affidavit acknowledging these responsibilities. Failure to fulfill these responsibilities shall result in disciplinary action by the Union.

Section 2A. Hiring Hall System - To provide an efficient, competent, and safe system of production in the construction industry; to eliminate the evil of casual employment thereby securing a fair distribution of employment and a living wage to those workmen who must gain their livelihood from the industry to which they contribute their labor, and to provide an orderly procedure of referral of applicants between the Parkersburg-Marietta Contractors Association, Inc., herewith referred to as "**The Employer**", and Local Union No. 639, Laborers; International Union of North America, hereinafter referred to as "**The Union**".

1. Without regard for any limitations imposed by contract to the contrary, the Employer may bring into any job from any place or Local Union jurisdiction up to two (2) men or twenty-five percent (25%) of all men employed on the job, whichever number is greater. The Employer may request that former employees, whom have been on layoff status for a period of twelve (12) months or less, be referred for employment without regard to their position on the group lists provided, however, such men requested will count towards and limited to the two (2) men or twenty-five (25%) provision as set forth in this section. If the former employees are available, they shall be referred in accordance with the Employer's request. The Union agrees to give the consideration of any Employer's request for additional men consistent with the purpose of this section.

2. The Employer shall notify the Union of its need for all other workmen and shall not recruit applicants directly or hire additional persons not referred by the Union.

3. The Employer, in requesting referrals, shall specify to the Union:

- (a) The number of employees required;
- (b) The location of the project;
- (c) The nature and type of construction involved;

(d) The work to be performed; and

(e) such other information as is deemed essential by the Employer in order to enable the Union to make referral of applicants.

4. Registration and selection of applicants for referral to jobs shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligations of Union membership policies or requirements.

5. The Employer reserves and shall have the right to accept or reject any applicants referred by the Union or to discharge for cause any Employees who have been accepted, but who subsequently prove unsatisfactory, subject to the Appellate Procedure herein.

6. The Union shall maintain a list of persons available for employment. Requests by contractors for particular Laborers previously employed by the Contractor and who have been laid off or terminated by the Contractor within one year previous to the request shall be given preference of rehire, and shall be dispatched to that Contractor regardless of their position on the out-of-work list.

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

8. When an Employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

Group A

All applicants who have worked as building and construction Laborers for the past three (3) years, have been employed for a period of at least one (1) year during the last three (3) years by Employers (Parties to collective bargaining agreements with the Union, not containing discriminatory referral provisions), and who have maintained residence for the past year within the geographical area constituting the normal construction labor market.

Group B

All applicants for employment who have worked as building and construction Laborers for the past three (3) years, and have been employed for a period of at least six (6) months within the past three (3) years by Employers (parties to collective bargaining agreements with the Union, not containing discriminatory provisions).

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

10. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in order of their places on said list, and then referring applicants in the same manner successively from the lists in Group "B". Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group, and shall be referred to another Employer in accordance with the position of this Group and his place within the Group. Upon a registrant being on a job more than eight (8) days, such registrant's name shall be removed from the list until such time as his employment has been terminated. At that time the registrant must register to be on the out of work list to be available for work on the bottom of the appropriate list under which he is entitled to be registered. If a registrant, upon being referred, by skills application during the calling hours of 1:00pm to 4:30pm, Monday through Friday, in regular order, refuses to accept, or is unavailable, or accepts the referral in two (2) separate days, such registrant's name shall be placed at the bottom of the list under which he is entitled to be registered. Any referrals outside the calling hours, including holidays and weekends, doesn't place the registrant's name at the bottom of the list for refusal, or unavailable, but still applies accepting referral.

11. Registration of applicants for referral shall be had not less than once each week for a period or periods of not less than two (2) hours' duration. Registration periods shall be established by the Union, and notification hereof shall be given to all interested parties by posting in the Union office and on the job site in conspicuous locations not less than forty-eight hours before any registration period.

12. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays, and Holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hirings.

13. The Union, its officers, agents and representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall when referrals are made pursuant to a request of the Contractor.

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

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

16. In the event any job applicant is aggrieved, (1) with his failure to qualify for registration, or (2) with his Group classification or (3) with his order of referral or (4) by action of the Employer in connection with hiring, he may within ten days following the occurrence of the event which constitutes the basis for the grievance file, with the person in charge of Registration and Referral Office, a written statement of the grievance, clearly and specifically setting forth the wrong or

violation charged. An Appellate Tribunal consisting of an Employer Representative, a Union Representative, and an impartial Chairman appointed jointly by the Employer and Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedure 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 system and its decisions shall be in accord with the system.

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

18. (a) **"Normal Construction Labor Market"** is defined to mean the following geographical area:

Washington, Morgan and Monroe Counties in the State of Ohio; and any other territories granted by the International Union.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act, to which this agreement applies plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

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

(c) **"Building And Construction Laborer"** means a person working for a contractor in the performance of work within the classifications historically and traditionally recognized in the industry as the calling commonly referred to as **"Building and Construction Laborers"**.

Section 3. The contractor agrees to deduct Union dues, the original initiation fee, and any legal assessment for any employee who voluntarily and individually authorized the deduction on forms to be provided by the Union, the original copy of which will be furnished the Employer. The deductions will be paid to the Secretary-Treasurer of the Local Union No. 639 no later than the fifteenth (15th) day of each month following the deduction. It is agreed that these deductions will be on a joint report. At the time of employment of any employee, the Employer will submit to each such employee for his voluntary signature a Local Union assessment authorization card in triplicate, one copy of which is to be retained by the Employer, and the other returned to the Union, and the Employer will submit to the Union a list of all employees covered by the agreement who have not signed a Local Union assessment authorization card.

Employees may voluntarily contribute, by payroll deduction, to the Laborers' International Union of North America PAC ("LIUNA PAC"). The Contractor shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The Contractor shall remit contributions of each employee to the Laborers' District Council of

Ohio, or other designated collecting agent, by the 15th of the month following the month for which contributions were deducted, to:

Laborers' Fringe Benefit Office-PO Box 71-1883, Columbus, OH 43271, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. If the Contractor elects to submit a separate check for contributions, then it shall issue a check for the amount of the contributions made payable to Laborers' International Union of North America PAC. The Union agrees to defray costs sufficient only to reimburse the Contractor for expenses incurred by the Contractor in making payroll deductions for contributions.

The Employer agrees to comply with all state and federal laws and statutes pertaining to Workmen's Compensation Law, Unemployment Insurance, Withholding Tax, Social Security Tax, as well as State Safety Code I.C.3., and the Williams-Steiger Occupational Safety and Health Act

All Contractors must give unemployment compensation account number to the Business Manager on request, as well as furnish Ohio Bureau of Unemployment Compensation Employer Identification notice forms to Employees upon discharge.

Independent Contractors agree to furnish, upon demand, evidence that the terms of this Agreement are carried out.

At the request of the Local Union, all Contractors agree to furnish a letter of proof of wage rates and terms and conditions for prevailing wage.

The Employer working within this jurisdiction shall furnish a complete list of laborer employees to the Union on request.

HEALTH & WELFARE, PENSION FUND, LECET, AND TRAINING & APPRENTICESHIP PROGRAM

The Association and the Union agree to provide a Fringe Benefit Program for Health and Welfare, for Pension, for LECET, and for Training and Apprenticeship Program, for the benefit of employees of members of the Association. Such programs will be administered by the Trustees of the Ohio Laborers' District Council, Ohio Contractors Association Insurance Fund, and the Trustees of the Laborers' District Council and Contractors Pension Fund of Ohio, P.O. Box 71-1883, Columbus, Ohio 43271, under and pursuant to the Trust Agreements which establish such funds.

The Association and the Union further agree that employees of Employers other than members of the Association and their employees may participate and share in the benefits of the Fringe Benefit Programs administered by the Trustees of the Trust mentioned above provided, however, that said non-member Employers sign an agreement obligating them to comply with all the provisions of this Agreement and of the Trust Agreements mentioned.

All payments shall be made and other conditions shall be met as are provided by this Agreement, and the Trust Agreements mentioned above. The sums paid into the respective funds shall be based upon the rate per compensable hours of Laborers established by:

Section 8 - Approved Wage Scales of the Agreement. Each Employer shall, upon request of an official agent of the Trustees administering such Fringe Benefit Programs permit such agent or designee during regular business hours, to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to and of assistance in determining whether the Employer's obligations hereunder to make payments to the funds have been faithfully performed.

It is further agreed by and between the parties hereto that all funds and all parts of the fringe benefit program will be used and operated at all times in such manner that payments to the funds by the Employer contributions will be deductible as expense items of said Employers of tax purposes with all governmental taxing units. No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declaration of Trust, any part of the payments of an Employer. No employee shall have the right to assign any benefits to which he may be or become entitled under the terms and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created, or through severance of employment, or otherwise.

CONSTRUCTION ADVANCEMENT PROGRAM

Section 1. There has been established a Trust known as the "Construction Advancement Program of the Parkersburg- Marietta Contractors Association, Inc., referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of the Fund shall be financed as set forth in Section 2 of the Article.

Section 2. The Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall deduct from the employee the sum of ten cents (\$.10) per hour for each hour worked per employee covered by this Agreement, said contributions to be paid to the Trustees appointed by the Parkersburg- Marietta Contractors Association, Inc. Pursuant to the provisions of the Declaration of the Trust dated the 16th day of February, 1982, a copy of which is available for inspection by interested parties, and which Declaration of Trust -is incorporated by reference and made part of this Agreement.

Section 3. The Construction Advancement Program of the Parkersburg-Marietta Contractors Association, Inc. is created out of a recognition by employers of construction labor of the responsibility of collectively sharing in defraying the cost of conduction, administering, and servicing every phase of Labor Management relations. Specifically, the monies collected by the Fund shall be used as follows:

- A. Employer expenses incurred in the promotion of stability of relations between labor and management.
- B. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- C. Employer expenses incurred in maintaining facilities for the conducting of Safety education and accident prevention programs.
- D. Employer expenses incurred in promoting other employer activities such as legitimate markets, standardization of contracts and research.
- E. Employer expenses incurred in maintaining facilities for assuring that the users of construction service and the general public obtain the highest standards of such construction service.

Section 4. The Fund shall not be used for lobbying in support of anti-labor legislation or to subsidize contractors during a period of any work stoppage or strike.

Section 5. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the foregoing Fund. It is further understood and agreed that the Employer will serve and hold the Union harmless from any litigation connected or any way affected with the foregoing Fund.

PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATION AND DEVELOPMENT FUND

There has been established a Trust known as the Parkersburg-Marietta Contractors and Trades Education and Development Fund; a copy of which is available for inspection by interested parties.

Whereas, the Union and the Contractors have heretofore entered into collective bargaining agreements requiring payments by Employers for the purpose of financing the creation and maintenance of a trust for the operation of a program for Education and Development and Substance Abuse Testing, and it is the desire of the Union and the Contractors to create a trust for the administration of the desired testing program.

Each Contractor shall contribute and pay into the said Fund an amount as determined by the Trustees for each hour worked within or outside the geographical area by Building Trades Craftsmen on whose behalf the Union acts as a collective bargaining representative during the month for which payment is made. This contribution should be sent to the United National Bank (as per reporting form). Liability for Contractors for same to the Fund shall be computed starting with the payroll effective June 1, 1993, and shall be made by the Contractors to the Fund on or before the date determined by the Trustees, after notice by the Trustees to the Contractors of such periodic payment dates. The amount to be contributed shall be subject to change as the result of any changes in the cost of administration of the program.

BUILDING TRADES DEDUCTION

The Employer shall deduct ten cents (\$.10) per hour for each hour worked by Laborers working in this jurisdiction, and remit same to the Parkersburg-Marietta Building Trades, 3100 Dudley Ave., Parkersburg, West Virginia.

Union Steward

Section 4. The Business Manager of the Union will select a Steward on all jobs where he deems necessary.

Generally, the Steward of the General Contractor or Major Laborer Contractor shall be the Steward of all Laborers employed on the job site.

The Business Manager, as he deems necessary and practical, shall place a Steward with each Contractor.

The Steward shall be on the job on all days the job is worked, by Laborers provided he is qualified to do the work. Where overtime work is contemplated, the Steward shall be notified before quitting time, whenever possible, and he shall be given the opportunity to work such overtime as is available, insofar as possible, provided he is qualified to do the work.

The Steward shall be permitted ample time from his normal duties as an employee to check for the work of his craft, and check all men to determine their standing with the Union.

When ordering workmen, the Contractor will give notice to the Local Union or its agents, not later than the day prior (Monday through Friday) if humanly possible.

When lay-offs are to be made, if possible the Steward shall be notified not later than noon of the day of the layoff and advised as to the names of the men whose employment is to be terminated.

The Steward will be given the reason for discharge of any employee on his job is requested.

Whenever a question arises that the Steward cannot settle with a representative of the company, he shall immediately notify the business manager of such failure, requesting his appearance on the job for the purpose of settling said dispute. In no instance shall the Steward stop the job.

The Steward shall take charge of any man hurt on the job, and see that the injured man gets first aid, is taken to a doctor, or is taken to the hospital if necessary. The Steward shall not forfeit any reasonable time in the performance of the duties listed in this section. If the injured man is removed from the job, the Steward shall see to the belongings of the injured man. In the event an employee is injured while in performance of his work and required the attention of a physician, such employee shall be paid for a full day's work for the date of injury, provided the attending physician or hospital deems the patient unable to return to work.

To insure safety of Laborers engaged in construction work, it shall be the Employer's responsibility to see that all applicable safety regulations are enforced. If the Business Manager or the Steward advises the Employer of a hazardous condition on the project, and it is reasonable, and the Employer does not begin to remedy the condition to make it safe, work shall be discontinued in that area until made safe.

The Union Steward shall perform the usual duties of the Steward, and be given such work as assigned to him by the Employer.

The Steward shall be the last man to be laid off, and in no case till the matter is taken up with the Business Manager of the Union.

It is agreed that in the event of a temporary shut-down, where all Employees are laid off, the Steward shall be called back first on the resumption of work; however, he must be available within forty-eight (48) hours and be qualified to perform such duties as required. Qualifications of the Steward shall be determined by the Union and the Employer jointly.

The Contractor agrees and understands that the Steward is not a representative of the Union, but of the employees on the job which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth above. The steward has no other authority expressed or implied granted by the Union.

The Business Manager and/or Field Representative of the Union shall be permitted on all jobs.

The Employer agrees that there shall be no transferring of men from one Employer's payroll to another's without the consent of the Union.

Working Conditions

Section 5. No Employee shall be discriminated against by the Employer, his agents or representatives because of the Employee's membership in the Union.

Section 6. The Employer retains the right to discharge an employee and upon request by the Union he agrees to show the rules violated, or cause for such discharge. If satisfactory cause cannot be shown with proof by the Employer, the discharged employee shall be paid for the time lost, at his regular pay and reinstated .

Section 7. Eight (8) hours shall constitute a day's work. The working hours shall be between 7:00 a.m. and 5:00 p.m. However, changes in work hours not to exceed a regularly scheduled eight hours day may be made by mutual agreement between the Employer and the Union. My work in excess of eight (8) hours shall receive applicable overtime rates unless they receive an eight (8) hours break.

1) With a four (4) day prior notice and beginning on Monday, the Employer may schedule a four (4) day workweek at ten (10) hours per day. The standard workday shall be an established consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:30 p.m. exclusive of a

thirty (30) minute lunch period scheduled by the Employer near the midpoint of the workday. Forty hours per week shall constitute a week's work Monday through Thursday, inclusive. If, due to inclement weather, it is not possible to work Monday through Thursday, Friday may be used as a makeup day at straight time rate of pay. A ten (10) hour workday must be scheduled for Friday when used as a makeup day and all employees will be eligible to work. Time worked in excess of forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half.

2) All time before and after the established workday of ten (10) hours, Monday through Thursday, and all time on Friday (except when used as a makeup day) and Saturday shall be paid at the rate of time and one-half. All time on Sundays and holidays shall be paid for at the rate of double time.

3) An employee who received less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day (short term work).

4) Holidays occurring on any day of four (4)-ten (10) week shall be considered as a day worked

5) Reporting pay 1-2-4 & 8 hours for five (5) eight (8) hour days work week and 1-2-5 & 10 for a four (4) ten (10) hour days work week.

Overtime rates for the first two hours worked before, after, or accumulative of the established work day shall be one and one-half (1-1/2) times the regular wage rate. Saturday work shall be paid for at one and one-half (1-1/2) times regular rate up to eight (8) hours. Work over eight (8) hours shall be double time. Sundays, holidays and worked lunch periods shall be double time also.

In the event of national legislation establishing a shorter work day or week affecting the general construction industry, this Agreement shall immediately be re-opened, by mutual consent, for negotiation on such shorter work day or week.

Forty (40) hours shall constitute a week's work. There shall be no split shifts.

The following holidays will be observed; New Year's Day, January 1st; Memorial Day, last Monday in May; Independence Day, Fourth of July; Labor Day, first Monday in September; Veterans Day, (November 11); Thanksgiving and day-after Thanksgiving, Fourth Thursday of November, and Christmas Day, December 25th. If a holiday falls on Sunday, the following Monday shall be observed.

Section 8. Approved Wage Scales And Classifications Of Laborers' International Union Of North America, Local No. 639.

EXHIBIT A

Jurisdiction Asbestos, Lead and Hazardous Waste Removal

The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials within the Laborers' jurisdiction shall include the following:

The erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating, or otherwise packaging of materials for disposal; the transportation and disposal of all such materials to any authorized disposal; as well as the clean up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

EXHIBIT B

"Hazardous Waste Removal" and "Lead Abatement"

For laborers, working in an exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants.

LEVEL A Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately Dangerous to Life and Health (IDLH). This ensemble includes a fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves; cool vests and voice-activated radios are optional equipment sometimes worn. Level A ensembles provide the highest level of protection from contaminants.

LEVEL B Protective equipment includes a chemically resistant splash suit and a SCBA or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level A situation.

LEVEL C Protective equipment includes a protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life and Health) and correct filter protection is available.

LEVEL D To be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields, goggles, coveralls and occasionally respiratory protection.

CONSTRUCTION CRAFT LABORERS

Operator of:

Air, Gas or Machine Driven Tool	Hole Watch
Asbestos Removal	Hydro-Water Jet Operator
Asphalt Plant Agfremeter	Jackhammer Operators
Asphalt Plant Miner Man	Landscape Planters
Asphalt Raker, Temper, Forker	Lead Abatement
Brick Dropper	Lock Tender
Brick Slinger	Mason Tenders
Building Laborers	Miners (Tunnel & Caisson)
Car Pusher	Mortar Mixers
Carpenter Tender	Muckers (Tunnel & Caissons)
Caulkers, Yarners & Wrenchmen	Pipelayers
Cement Handlers	Plasterer Tender
Cement Mason Tender	Plumbers Helpers
Concrete Buggy Pusher	Powderman or Blaster
Concrete Puddlers behind Mixers	Proportioning Plant Operator
Concrete Smoothers	Pump Man (4" and Under)
Construction Laborers	Rammer Man
Curb Setters and Cutters	Sewer Bottom Man
Cutting & Burning Torches	Sheeting & Shoring Man
Deep Trench Work (Over 6')	Shoveler or Smoother
Drum Fireman	Signalman
Dump Man Batch Trucks	Skid Steer
Fire Watch	Spreader Box Man
Flagman	Stone Mason Tender
Form Setters	Tool Cribman
Georgia Buggy Pusher	Tunnel Laborers
Grade Checker	Vibrator Operator
Hand Spiker (Railroad)	

Wage Rates
Laborers' Local Union No. 639
Wages and Fringe Benefits of Laborers
Jurisdiction for Monroe, Morgan, and Washington Counties
Effective June 1, 2016 through May 31, 2020

BASE RATES*

	<u>6-1-16</u>		<u>6-1-17</u>		<u>6-1-18</u>		<u>6-1-19</u>
Construction Craft Laborer	\$30.22	+	0.85	+	\$0.85	+	\$0.90

CONTRIBUTIONS:

Health and Welfare	\$6.70	to be determined			
Pension	\$3.20	to be determined			
Training & Apprenticeship	\$.40	to be determined			
Substance Abuse Testing	\$.10	\$.10	\$.10	\$.10	\$.10
LECET	\$.10	\$.10	\$.10	\$.10	\$.10

TOTAL PKG	\$40.72	\$41.57	\$42.42	\$43.32
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DEDUCTIONS:

Building Trades	\$.10	\$.10	\$.10	\$.10
CAP	\$.10	\$.10	\$.10	\$.10
LDC of Ohio				
Working Dues Assess.	\$.35	\$.35	\$.35	\$.35
LPL (Voluntary)	\$.05	\$.05	\$.05	\$.05
Union Dues Assessment	4% gross each year			

Foreman	+\$0.90	+\$0.90	+\$0.90	+\$0.90
General Foreman	+\$1.15	+\$1.15	+\$1.15	+\$1.15

It is agreed any diversion of scheduled wage increases to a fringe benefit program may be made, provided the Union gives written notice to the Local Contractors Association, at least thirty (30) days prior to the date the wage increase is to be effected.

Use of personal transportation, during working hours and at the discretion of the Employer, will be compensated.

In the event that any new tool not covered by this Agreement is used by or awarded to Laborers, a rate shall be negotiated between representatives of the Local and the contractor doing the job.

EXHIBIT C Use of Apprentices

1. The OCA-LRD and the Union amend the Laborers' Training and Upgrading Fund Trust to provide for Apprenticeship training. The amended Fund is now known as the Laborers' Training and Apprenticeship Trust Fund which will establish a program for the training and utilization of registered apprentices on construction sites. The program and contributions to it shall be in compliance with the Labor Management Relations Act and the federal and state Management requirements for approved apprenticeship programs. The trust agreement provisions and the rules for eligibility and regulations created by the Trustees overseeing the Laborers' Training and Apprenticeship Committee are incorporated by reference and will be made available upon request by any contributing Contractor.
2. The OCA-LRD and the Union shall each appoint or re-appoint four trustees to constitute the Board of Trustees of the Laborers' Training and Apprenticeship Trust Fund. All registered apprentices shall be under the direction and control of the committee.
3. The Contractor contribution to the amended Fund shall remain unchanged and be in the amount of contribution required for the Laborers' Training and Upgrading Fund set forth in this Agreement.
4. The ratio of apprentices to Laborers shall be no less than one competent and qualified Laborer to one apprentice for the first apprentice on the job, and four competent and qualified Laborers to one apprentice thereafter. There shall be no commingling of apprentices onto one or more specific jobsites, as the ratio must be maintained for each project.
5. Every employee of the Contractor who comes within the scope of this Agreement shall be considered a Laborer unless registered as an apprentice under the Laborers' Training and Apprenticeship Fund.
6. Apprentices shall work under the supervision of competent and qualified workers on the job. Instruction in safety and safe work practices will be part of job instruction, in addition to that included in related off-job instruction.
7. Any person entering but failing to maintain and complete his or her apprenticeship, as determined by the JTAC shall not be employed by the Contractor as a journeymen under the Agreement for the duration of the remaining apprenticeship period.
8. The amount of wages to be paid the apprentice shall be at a percentage of graduated wage scale of the Laborer for the class of work and work location set forth in the agreement, as follows:

Apprenticeship Hours Accumulated	Percentage of Wage Scale
0 — 1000	60 percent
1001 — 2000	70 percent
2001 — 3000	80 percent
3001 — 4000	90 percent

9. The Ohio Laborers' Training and Apprenticeship Trust Fund shall formulate rules and regulations necessary to administer the apprenticeship program to govern eligibility, registration, and education to meet the needs and requirements of the program and in compliance with federal and state apprentice guidelines. The purpose of the program is to supply apprentices to Contractors signatory to the Agreement and the program will require Apprentices trained under the program to continue in the employ of signatory contractors during and after completion of the program. Any registered apprentice who goes to work for a non-signatory Contractor shall no longer be eligible for the program and shall repay to the Ohio Laborers' Training and Apprenticeship Fund the cost of any schooling or training in an amount established by the Fund. The cost of training shall be repaid to the Fund if the individual who completes apprentice training goes to work for a non-signatory Contractor within the number of years following completion of the training as established by the Ohio Laborers' Training and Apprenticeship Trust Fund.

10. A signatory Contractor to this Agreement may refer applicants to the Ohio Laborers' Training and Apprenticeship Trust Fund for proposed inclusion in the apprentice program provided it has no registered apprentice on layoff. Unless and until accepted, the referred applicant shall not be eligible for an apprentice rate.

11. A signatory Contractor may request the local union having jurisdiction over the work area covered by the specific project for apprentice referrals who, if referred, will serve as the employee hired through the local union.

"SHIFT WORK CLAUSE"

First Shift - 8 hours work at regular rate of pay.
Second Shift - 8 hours work at regular rate of pay plus 15% differential.
Third Shift - 8 hours work at regular rate of pay plus 15% differential.

CLARIFICATION AS FOLLOWS: Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than three (3) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the 3-day minimum shift work period. (Example: Wednesday, Thursday, Friday) or (Friday, Saturday, Sunday). The work week for straight time shift purposes shall be considered to start with the beginning of the day shift on Monday and end with the completion of the second shift Friday. The first or day shift shall work a regular eight (8) hours shift. If two shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at the applicable overtime rate. If three (3) shifts are worked the Day Shift shall start at 8 a.m. and end at 4 p.m. with pay for eight hours. The Afternoon Shift shall start at 4 p.m. till 12 p.m. with pay for eight hours at regular rate plus 15%. The Night Shift shall start at 12 p.m. and work till 8 a.m. with pay for eight hours at the regular rate plus 15%. Any time worked in excess of the above mentioned shifts shall be paid regular rate plus 15% time the applicable overtime rate. When three shifts are worked, the work week shall start at 12:01 a.m. Monday. When a second or third shift is required the minimum number of men employed shall be any two (2) men.

When, due to the occupancy or use of the premises by the Owner or Occupant, eight (8) hours of work cannot be scheduled within the regular work day (7:00 a.m. to 5:00 p.m.), other hours may be established by the Employer to constitute a regular day's work at the regular hourly rate, plus 15% differential.

Employees represented by the Union will not be required to work more than five (5) hours without a lunch period of not less than thirty (30) minutes. The second lunch will be furnished by the Company. He shall also be allowed thirty (30) minutes each five (5) hours thereafter, and sufficient food shall be furnished by the Contractor. If the Employer or his representative elects to work Laborers through the regular lunch period, they shall be paid double time for the full lunch period. When the emergency requiring work through lunch period is ended, ample time shall be granted to eat without loss of pay. At no time shall employee work more than five (5) hours without food. When employees are required to work through their second lunch period, they will be paid one-half hour's pay in addition to the time worked at the double time rate.

Sufficient time before quitting time shall be granted to the employees to return tools to the location where they are stored.

Employees shall not lose any time traveling from job to job during working hours, nor shall they be compelled to travel during their lunch period.

Wage rates for Laborers engaged in working with other craftsmen on a composite crew basis shall be negotiated on the job site in cooperation with the Contractor and the Union. Said rates to be agreed to before the job is started.

Except on time clocks in plants, employees who are required to work beyond the end of their regular shift shall receive pay for a minimum of thirty (30) minutes for such overtime work at the applicable overtime rate.

Overtime less than one-half hour shall be paid half hour at applicable overtime rate. Overtime over one-half hour and less than one hour shall be paid one (1) hour's pay at applicable.

When employees report for work on a double time day, they shall receive the regular reporting time, at the double time rate. When employees report for work on a time and one-half day, they shall receive reporting time at the time and one-half rate.

If there is a specific starting time and quitting time set up for any job, then employees shall receive time and one-half for starting before that set starting time, and if an employee starts before the regular set starting time for the job, he shall stay until the regular set quitting time. When starting early or staying past the set quitting time the first two (2) hours are paid at time and one-half, after two (2) hours overtime, employee then reverts to double time for overtime.

Section 9. Building and Construction Laborers shall be paid on the job before quitting time each week, and not more than three (3) days shall be retained by the Employer, to be paid the following week. Men who are dismissed are to be paid at once.

Employees reporting for work, unless the employer notifies the employee by the end of the previous day not to report, shall receive one hours pay if work is not started by the normal starting time. If an employee stays on the job after normal starting time he shall receive two (2) hours pay. The employer may request the employee to remain on the job for two (2) hours. If employee starts to work he shall receive hour (4) hours pay. If employee works more than four (4) hours, he shall receive eight (8) hours pay.

New employees called out for a job after starting time shall receive pay from the regular starting time. In order to qualify for these guarantees, the employee shall work unless to do so would create a safety hazard or endanger his health.

When an employee is called to work while off duty, he shall be guaranteed a minimum of four (4) hours' pay at the rate of his classification, and applicable overtime rate, giving him the benefit of a second start in one day.

At the option of the Contractor, the employee may be required to stay on the job site and be available for work to be eligible for the above hourly guarantees.

It shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross legal picket lines, as this Agreement does not deny the right to the Union or to its representatives consistent with the law to respect authorized legal picket lines of other Unions. Such action by the Union or its representatives does not constitute a breach of this Agreement.

"There will be no strikes and/or stoppage on account of Jurisdictional Disputes".

HAZARDOUS WORK - The employer agrees whenever Laborers are required to work on stacks, tanks, towers bins, silos or water coolers, build or dismantle or work on swinging scaffolding, or strip bridge decking or on hazardous work where it is necessary to wear a safety belt, the following rates shall be paid and when work is done on premium time it shall apply on the following rates:

- Firm base to 40 feet - regular scale of wages shall prevail
- 40 feet to 75 feet - \$.50 above regular wage scale
- 75 feet to 100 feet - \$.75 above regular wage scale
- 100 feet and over - \$1.00 above regular wage scale

Section 10. If an employee is discharged for any cause except bad weather or lack of material, he shall be, if he demands, paid in full.

It is further mutually agreed that termination slips to employees are mandatory. Standard termination slips will be given each workman upon layoff or discharge, which shall indicate the reasons for separation of work.

With the exception of voluntary units, if a workman is discharged or is laid off, he must be paid straight time for all time he is required to wait. It is further agreed that no Laborer shall be discharged on a given day for not showing up when weather is bad.

An employee quitting under emergency conditions and requesting his pay shall receive same if it is humanly possible.

In the event that the Laborers are sent home because of weather conditions, the Employer agrees not to assign any of the Laborer's work to any other craft.

Individuals employed to perform the work of a watchman shall not engage in or be required to do any work at a lesser rate covered by other classifications in this Agreement.

Section 11. When it becomes necessary for employees to work overtime, they shall not be laid off during working hours to equalize overtime. Overtime shall mean any work performed in addition to the regular daily hours of work specified in Section Seven (7) of this Agreement.

Section 12. The selection and placement for Foremen shall be exclusive prerogative of management; this, however, shall in no way preclude said Foremen's right to belong to a Union.

The Laborers selected by the Employer who work as Pushers or Foremen shall be members of the collective bargaining unit represented by Local 639.

When the Employer has in his employ six (6) men, there shall be a non-working Labor Foreman, and no Foreman shall have more than ten (10) men. When two (2) Foremen are required, one shall be the General Foreman, who, after the third Foreman is required, will not carry a crew himself.

Laborers shall receive orders directly through the Laborer Foreman, who shall receive orders from the General Labor Foreman, if the job requires a General Labor Foreman.

Section 13. On all construction projects, the Employer will make every effort or provide off highway parking within one-quarter mile radius of the job.

TEMPERATURE AND FACILITY CLAUSE

Section 14. The Employer shall furnish suitable drinking water between April 1st and November 30th and at other times when deemed necessary by mutual agreement between the Employer and the Union. A suitable facility shall be provided to enable the employees to change clothes and store their tools on each job of sufficient size and length to justify the same.

Whenever shelter is provided for any other craft, the same consideration shall be provided for employees represented by this Union. This will include special favors to other crafts. Shelter will be suitable, adequate, heated, and locked.

Suitable and sanitary toilets shall be provided on the job site, and shall be heated when necessary to prevent freezing.

The Employer agrees to furnish raincoats and shoe-boots of adequate size whenever men are required to work in rain, snow, concrete, or any wet work whatsoever. No employee shall be required to work in adverse weather except when an emergency exists.

BREAKS

Section 15. Employees will be afforded two (2) ten minute breaks at their work stations. It is understood that breaks will not create a general work stoppage. If work station environment is not suitable, special arrangements shall be made by mutual agreement.

PRODUCTIVITY CLAUSE

Section 16. "There shall be no limit on Production by workmen nor restrictions on the full use of tools or equipment."

When two (2) men are assigned in the elevated operations of a jack hammer or paving breaker, and these tools are used in a horizontal position, both men shall receive the jack hammer rate, regardless of which one operates the jack hammer or paving breaker.

The Employer shall use such number of employees that is necessary to tend the Plasterers.

When Laborers are working with cement finishers, and concrete is in place, the Laborers shall be kept on the job the balance of the day, if there is other work to be done. (Definition of other work is determined by the Employer).

When a tool crib is maintained by the Employer, there shall be a Laborer in the tool crib to hand out the tools when the tools are needed and shall remain in the tool room long enough to perform duties as required by the Contractor.

If a special type of protective clothing is needed to do a special type of job, then the Employer will furnish this protective clothing. The Employer shall keep these conditions as to the Health Standards of the Department of Health of the State of Ohio, and OSHA.

Flagman shall be furnished bright colored jackets or vests by the Employer in accordance with OSHA.

In case of loss by fire or theft of clothing on a job at any time, the Employer, or his insurance shall be responsible for such loss in the amount of Forty Dollars (\$40.00), covering each individual's loss, providing proof of loss is furnished.

Section 17. Employees are to be paid once weekly on the job in legal United States currency or by check drawn on a local bank with detachable stubs showing each and every deduction separately.

Payroll checks shall have a wage statement to each check, and currency shall be in a sealed envelope which shall have a wage statement on its face. The wage statement must include all the following items:

1. The name and address of the Employer
2. The name of the Employee
3. The date the weekly pay period ends
4. The number of straight time hours worked during the pay period
5. The number of overtime hours worked
6. The gross amount of wages
7. The amount of income tax withheld
8. The amount of Social Security Tax withheld
9. Any other deductions itemized separately
10. The net amount of money enclosed
11. A statement that the proper credits to the Welfare and Pension Funds as per agreement are being paid.

No employee shall be required to accept personal checks of the employer in payment of wages unless the check is certified.

Failure to pay men on time shall constitute waiting time up to eight (8) hours at straight time within a twenty- four (24) hour period. The waiting time rule will not apply if the circumstances are due to an emergency or circumstances beyond the control of the Employer.

When no work is performed on the regular pay day, pay must be ready by 9:30 a.m. on the same day, if available to any other crafts. Pay on preceding day when pay day falls on a holiday, is possible.

VACATION

A man shall have the privilege to take a two (2) week vacation, once a year, or leave of absence, at a time mutually agreeable to both the Employer and the Employee, without being discharged or disciplined.

Section 18. Arbitration and Grievance. Should difference arise between the Employer and an employee covered by this Agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences caused by either the Employer or the Union and the conditions in effect at the time the difference of dispute shall be settled in the following manner:

(a) Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

(b) If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company,

these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

(c) In the event the Union representatives and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee, the Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union. The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party.

(d) If the dispute cannot be settled by this Joint Committee and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an Arbitrator. Such Arbitrator shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be the final and binding upon the parties. The expense of arbitration shall be shared equally by both parties.

Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

NATIONAL WORK RULES

1. The selection of crafts foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foremen the employer will give primary consideration to the qualified men available in the local area. After giving such consideration the employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.
2. The welding torch and chain falls are tools of the trade having jurisdiction over the work being performed. Craftsmen using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman.
3. Workmen shall be at their place of work at the starting time and shall remain at their place of work until the quitting time.
4. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

5. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.
6. Slowdowns, standby crews and featherbedding practices will not be tolerated.
7. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working Stewards.
8. There shall be no illegal strikes, work stoppages or lockouts.
9. When a local union does not furnish qualified workmen within 48 hours (Saturdays, Sundays and Holidays excluded), the Contractors shall be free to obtain workmen from any source.
10. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.
11. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreement. If the agreements do not contain rates pertaining to shift work, the parties should establish such shift rates by negotiations for a specific project. The employer shall determine the crafts and number of men to be assigned to each of the shifts so established.

Section 19. Subcontractors - This Agreement shall bind all subcontractors while working for a Contractor on the job site upon whom this Agreement is binding. Any Contractor who sublets any of his work must sublet same subject to this Agreement.

Section 20. If any changes are desired in this Agreement, by either party, notice shall be served in writing sixty (60) days prior to the expiration. Except this Agreement shall be subject to amendment at any time by mutual consent of the parties thereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto.

Section 21. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire agreement, it's being the express purpose and intentions of the parties hereto that other provisions not so invalidated shall remain in full force and effect.

Section 22. Bonding - It is further understood and agreed that the Union may require Employers other than members of the Association that are over thirty (30) days in arrears to procure, pay the premium for, and deliver to the Union a bond written by a responsible surety company in the minimum sum of Five Thousand dollars (\$5,000.00) guaranteeing the payments and benefits to Laborers Local Union No. 639 fringe benefit funds such as Health and Welfare, Pension, Training Fund, and so forth. The responsibility of legally incurring, procuring, and collecting outstanding delinquencies will be borne by the Employer as to legal and/or reasonable expenses incurred.

Section 23. It is agreed that time checking systems will be mutually agreed upon.

Section 24. This Agreement shall remain in force and effect until midnight May 31, 2020 and thereafter until a new agreement is signed.

Section 25. IN WITNESS WHEREOF, the parties hereto have affixed their signatures by their duly authorized agents, the day and date as above mentioned.

**The Parkersburg-Marietta
Contractors Association, Inc.**



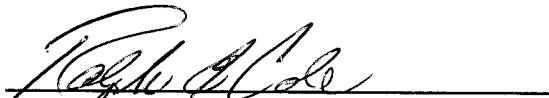
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Local Union No. 639 of the Laborers' International Union of North America



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Laborers' District Council of Ohio



Ralph E. Cole
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