

AGREEMENT
BETWEEN THE
PARKERSBURG-MARIETTA
CONTRACTORS ASSOCIATION, INC.
AND THE
LABORERS INTERNATIONAL UNION
LOCAL NO. 1085

June 1, 2016 – November 30, 2022

Table of Contents

INTRODUCTION.....	3
SCOPE.....	4
RECOGNITION.....	4
UNION SECURITY.....	5
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA CODE OF PERFORMANCE.....	5
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.....	6
UNIFORM HIRING HALL PROCEDURE.....	6
APPRENTICES.....	7
DEFINITIONS.....	13
APPRENTICES.....	14
SUB-CONTRACT CLAUSE.....	14
MANAGEMENT.....	15
JURISDICTIONAL DISPUTES.....	15
ARBITRATION AND GRIEVANCE.....	15
WAGES.....	16
HEALTH AND WELFARE, PENSION, ANNUITY & TRAINING FUNDS.....	16
LABOR MANAGEMENT COOPERATION.....	17
PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATION AND DEVELOPMENT FUND.....	17
CHECKOFF CONTRACT.....	18
WV LABORERS DISTRICT COUNCIL POLITICAL ACTION COMMITTEE.....	19
CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION.....	19
HOURS OF WORK, HOLIDAYS AND OVERTIME PAY.....	20
FOUR DAY - 10 HOUR PER DAY WORKWEEK.....	20
SHIFTS.....	21
REPORTING PAY.....	21
PAY DAY.....	22
STEWARDS.....	22
FOREMEN.....	22
SAFETY AND HEALTH AND PROTECTIVE CLOTHING.....	22
UNEMPLOYMENT AND WORKMEN'S COMPENSATION.....	23
GENERAL WORKING RULES.....	23
WATCHMEN.....	23
DEEP DITCH.....	24
HIGH AND HAZARDOUS WORK.....	24
PART-TIME SEMI -SKILLED WORK.....	24
SCAFFOLD WORK.....	24
TENDERS.....	24
LOW EARNING SLIPS.....	24
WORK BREAKS.....	24
NEW TOOLS.....	25
BOND.....	25
EXPIRATION DATE.....	25
SIGNATURES.....	26
APPENDIX A.....	27
APPENDIX B.....	29

INTRODUCTION

THIS AGREEMENT made and entered into as of this 1st day of December, 2015 and as amended June 1, 2016 by the signing thereof, by and between the aforementioned Associations and Contractors hereinafter referred to as the "Employer", and the Laborers' District Council of Charleston, WV, hereinafter referred to as the "Union".

THIS AGREEMENT shall become effective June 1, 2106, by the signing thereof and shall continue in effect until midnight Nov, 30, 2022, and will remain in effect thereafter from year to year unless a sixty (60) day notice is given in writing prior to Nov 30, 2022 or any later anniversary date, by one of the parties hereto to the other of its desire not to be bound by the terms and conditions of this Agreement. It is further agreed that the first session of negotiations must be held within reasonable notice of receipt by either party of the other party's desire to modify or terminate this Agreement.

The Articles of this Agreement set forth specific understandings covering wages, hours and other conditions of employment to govern the relationship of the parties hereto. It is understood that no other regulations concerning working rules coming within the area of matters subject to collective bargaining may be adopted by either party without the consent of the other party and such regulations that may be agreed to hereafter by both parties shall be set forth in writing and be made part of this Agreement.

It is understood that the aforementioned Associations are acting only as agents in the negotiation of this contract and that they are agents only for those individuals, partnerships, and corporations who have authorized them so to act and in no event shall they be bound as principal or be held liable in any manner for any breach on this contract by any of the contractors for whom it is acting or by any employee for such contractor.

It is further agreed and understood that the liabilities of the contractors who have authorized the negotiation and execution of this Agreement shall be several and not joint.

It is also understood that the above-named Laborers' District Council for the State of West Virginia is acting only as agent in the negotiation of this contract and that it is agent for those Local Unions, affiliated therewith; in no event shall the Laborers' District Council of the State of West Virginia be bound as principal or be held liable in any manner for any breach of this contract by any of said affiliated Local Unions for whom it is acting. It is further agreed and understood that the liabilities of the Local Unions that have authorized the negotiations and execution of this Agreement shall be several and not joint.

No liability shall arise on the part of either contractors above referred to, or Local Unions and Council above referred to, by any reason of any unauthorized act by any employee of said contractor, Local Union or Council, unless and until such unauthorized act is brought to the attention of the party affected and that party is given a reasonable opportunity to correct said act or ratify same.

As a forethought to the aforementioned paragraphs, it sincerely recommended and concluded that those parties not signatory to this agreement will endeavor to abide by this Agreement and/or the legal rules and bylaws of the parties signatory to said Agreement.

ARTICLE I SCOPE

I. This Agreement shall be in effect for Calhoun, Jackson, Pleasants, Ritchie, Tyler, Wirt and Wood Counties in West Virginia, and shall cover and apply to all building construction work performed by the Employer whether or not performed under its own name, or in the name of another, such as a corporation or company or any combination thereof, and may only be modified by mutual consent in writing by the parties hereto.

There shall be no walk-out, work stoppage, or strikes over Jurisdictional Disputes during the life of this Agreement.

The working conditions as set forth in this Agreement shall supersede all other existing working rules. It is further agreed that neither the constitution of the International Union nor the by-laws of the Local Unions shall be considered a part of this Agreement nor used in the interpretation thereof.

Where feasible the Union agrees that in each area the Local Union may work out contracts covering residential, small commercial and demolition work, with the various Associations. In areas where no formal association exists, Agreements may be worked out with individual Contractors.

II. The scope of the work of the asbestos abatement Laborer or toxic or hazardous waste removal Laborer covers all tasks related to asbestos abatement or toxic or hazardous waste removal. This includes, but is not limited to, the handling, control, removal, abatement, encapsulation or disposal of asbestos and/or toxic or hazardous waste or materials. In performing this work, Laborers shall be assigned the erection, moving, servicing, and dismantling of all scaffolds and barricades; the construction, erection, removal, and dismantling of all enclosures, chambers, or decontamination units required for the removal or containment of asbestos or hazardous waste of the job or project site; the operation of all tools and equipment, including, but not limited to, generators, compressors, and vacuums used in the removal and abatement of asbestos or toxic or hazardous waste or materials; the labeling, bagging, cartoning, or otherwise packaging of materials for disposal; the disposal of all such materials to any authorized disposal site, the clean up of the work or project site and all other work incidental to the removal, abatement and/or encapsulation of asbestos and/or toxic or hazardous waste or materials. All of the described work shall be performed by the asbestos abatement Laborer or the toxic or hazardous waste removal Laborer in conformance with all applicable federal, state and municipal statutes, regulations, ordinances, standards and safety requirements.

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.

ARTICLE II RECOGNITION

The Employer hereby recognizes and acknowledges that the Union is the exclusive bargaining representative 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.

ARTICLE III UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Local Union having jurisdiction in that area. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members of the Local Union having jurisdiction over the job they are working on, as a condition of employment, on the 8th day following the beginning of their employment or the effective date of this agreement, whichever is the latter. Failure of any employee to comply with the provisions of this Article shall, upon request of the respective Local Union, result in the termination of such employee.

The Employer shall not justify any discrimination against an 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.

There will be no discrimination against race, color, sex or creed in accordance with the Civil Rights Act, Title 7 and any and all other applicable Federal and State Laws.

ARTICLE IV

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA CODE OF PERFORMANCE

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 the Laborers International Union of North America, I agree to:

- a. Acquire the necessary skills through apprentice and/or training programs
- b. Report promptly upon referral to a job and show up for work on time; ready, willing and able to work
- c. Be aware of and follow job referral rules
- d. Avoid excessive absenteeism and excessive tardiness
- e. Follow directions from supervisors
- f. Do not be insubordinate
- g. Give a fair days work
- h. Treat the Employers' and the Customers' tools and property and those of fellow workers with respect
- i. Avoid disruptions on the job by using the established procedures to resolve disputes
- j. 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.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA UNIFORM HIRING HALL PROCEDURE

To provide an efficient, competent and safe system of production in the construction industry, to eliminate the evils of casual employment, thereby securing a fair distribution of employment and a living wage to those workmen who must gain their livelihood from the industry to which they contribute their labor and to provide an orderly procedure of referral of applicants to employment, there is hereby established this plan of referral between the PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION and the LABORERS' DISTRICT COUNCIL OF CHARLESTON, WEST VIRGINIA, AFL-CIO.

SECTION 1. The employer, recognizing that Local Union(s) operate and maintain the only centralized sources of skilled manpower available to the construction industry within the area (of contract) and that the Local Unions in order to properly represent the workmen, must be notified of all manpower needs and employment opportunities with the Employer both before the job begins and throughout its progress, agree as follows:

- (a) Before starting work on any job the Employer shall notify the Local Union that has jurisdiction of the work as to the location of the job and the approximate starting date.
- (b) Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership policies or requirements.
- (c) The Employer reserves and shall have the right to accept or reject any applicants referred by the Local Union, subject to the appellate procedure provided for herein.
- (d) The Local Union shall maintain a list of persons available for employment at the offices of each Local Union.
- (e) There shall not be discrimination against any employee or applicant for employment because of race, disability, religion, gender, age, national origin, sexual orientation or lawful Union related activity, and all parties to this Agreement shall comply with the Civil Rights Act of 1964, Executive Orders 11246 and 11375, together with the appropriate provisions of the Federal Highway Act of 1968, as amended.
- (f) Subject only to the rights of the Contractor to employ and transfer men under Section 2 of this Article, the Employer shall not employ workmen, either to start a new job or replace a workman or fill a new position on a job in progress without first calling the appropriate union office or representative and requesting a referral of applicants for the job or jobs available. The employer shall not request the referral of more than the number of available jobs. The Local Union shall have forty-eight (48) hours (Saturdays, Sundays and Holidays excepted) to fill the Employer's request for men qualified to perform the work involved.
- (g) If the local Union fails for any reason to refer applicants within the time required, the Employer may secure such workmen from any source available to him and notify the Local Union of the names and dates of such hiring.
- (h) Effect on Hiring Hall Rules: All referrals by a Local Union to jobs within its jurisdiction shall be made in accordance with these rules except to the extent that any rule contained

herein conflicts with either provincial law or with a term of collective bargaining agreement or in accordance with a variance granted under #8 of the Amended Job Referral Rules. Any Local Union that concludes that these rules conflict with provincial law or the term of a collective bargaining agreement shall apply to the GEB Attorney, furnishing such information, as he shall determine. The GEB Attorney shall advise the Local Union in writing whether such a conflict exists. In cases where a term of a collective bargaining agreement conflicts with these rules, the Local Union or District council shall use its best efforts to modify that term in any successor agreement in order to fully conform to these rules. All newly negotiated agreements should include these rules and, where applicable, the Local Union or District Council shall use its best efforts to include an exclusive hiring hall provision in all successor or newly negotiated collective bargaining agreements.

SECTION 2 Registration and referral of applicants shall be in accordance with the following plan. The Local Union shall register all applicants for employment on the basis of the Groups listed herein. Each applicant shall be registered in the highest priority Group for which he/she qualifies.

GROUP A

All journeymen applicants who have worked a minimum of 500 hours as Laborers' in each year for the past four (4) years: have been employed a minimum of 500 hours for a period of at least one (1) year during the last four (4) years by Employers (parties to collective bargaining agreements with the Laborers' District Council of West Virginia) and who have maintained a residence for the past year within the geographical area constituting the normal construction labor market.

GROUP B

All journeymen applicants who have worked a minimum of 500 hours as Laborers in each year for the past four (4) years, have been employed a minimum of 250 hours for a period of at least six (6) months during the past four (4) years by Employers (parties to collective bargaining agreements with the Laborers' District Council of West Virginia) and who have maintained a residence for the past year within the geographical area constituting the normal construction labor market.

GROUP C

All other journeyman applicants for employment.

APPRENTICES

Apprentices may be referred to Employers pursuant to the recommendation of the Administrator of the West Virginia Laborers' Training Trust Fund irrespective of the order of their registration. In making a recommendation with regard to a referral from such Group, the Administrator shall consider the work to be performed for the Employer and then recommend the first applicant in the order of their place on the list who needs training in the type of work to be performed in order that they may acquire the skill necessary to advance them in such program.

Applicants without a minimum of 4000 hours of verifiable work experience as a Construction Craft Laborer shall be listed and referred under a separate out-of-work list for apprentices. Said applicants

must be registered with participating in the Apprenticeship Program developed and administered by the West Virginia Laborers' Joint Apprenticeship Training Committee pursuant to standards duly adopted.

Apprentice Applicants, who are registered with and participating in the Apprenticeship Program developed and administered by the West Virginia Laborers' Joint Apprenticeship Training Committee, shall be listed on a separate Referral list.

- (A) 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.
- i. Only applicants who are not currently employed at the trade may register their availability for referral. Applicants, who, after registering their availability for referral, on their own, obtain one or more jobs at the trade in the aggregate lasting 100 hours or 200 hours as an asbestos or hazardous waste worker, must advise the Local Union immediately. Those applicants will then be removed from the out-of-work list. Failure to advise the Local Union of such employment as required herein will result in the applicant being removed from the out-of-work list. However, this section does not apply to applicants who obtain their own employment outside of the local union's jurisdiction.

(B) An applicant seeking referral to a job must file with the Local Union a signed and dated referral form providing names, telephone number, geographical areas in which he/she is seeking work, social security number, and stating any skills the applicant possesses and the jobs the applicant is able to perform, including any relevant licenses or certifications. Bland referral forms will be available at the Local Union. The Local Union will compile an out-of-work list, consisting of the applicants who have registered their availability for referral. The Local Union may confirm any prior employment, licenses, or certifications listed by an applicant. The Local Union has five business days from the time a member places his name on the out-of-work list to challenge an applicant's representations concerning his prior employment, licenses, or certifications.

If the Local Union makes a timely challenge, it must promptly notify the applicant in writing, who shall have five business days from the receipt of this notice in which to respond and to submit any relevant information. Any applicant who remains aggrieved by a final decision of the Local Union may file a protest with the Independent Hearing Officer, who shall finally resolve all such disputes in accordance with the procedures that he shall establish.

(C) The application will remain in effect for a period of twelve (12) months or such earlier period as provided in Subsection (H) below. At the expiration of twelve (12) months or such earlier period as set forth in Subsection (H) below, the applicant's name will be removed from the Referral List and thereafter the applicant will not be eligible for referral until re-registering with the office of the Local Union.

(D) Once an applicant has registered his or her availability for referral, by a signed referral form with the Local Union, the applicant must afterward register his or her availability by returning a signed, self-addressed postage-paid postcard, which will be provided by the Local Union.

(E) The Union shall refer applicants to Employers by first referring applicants in Group A in the order of their place on said list, and then referring applicants in the same manner from the list in Group B, then C, unless the applicant has given the Local Union notice in writing of unavailability for a period not to exceed thirty (30) days. **The applicant will only be permitted to freeze their application once within a twelve (12) month period.**

(F) The order of referrals set forth above shall be followed except in cases where:

- i. Employers require and call for employee(s) possessing special skills and/or abilities, in which case the Union shall refer the first applicant on the list possessing such special skills and abilities.
- ii. Referrals for job orders shall be processed at the Local Union office Monday through Friday **during a three (3) hour time period to be established by the Local Union.**

Applicants holding a position on the out-of-work list should be available at the number(s) on file with the local during these time periods in order to respond to requests for referrals. In filling the request for referrals, the local shall call each qualified applicant, in order of the out-of-work list, and let the phone ring no less than ten (10) times per referral call. Each qualified applicant will only be called once per job order.

In filling requests made by employers **outside of the Local Unions designated time period**, for laborers required to report to work before the start of the following business day, the local shall expedite such requests immediately by contacting, in order of the out-of-work list, the required number of qualified applicants, however applicants who are unavailable or refuse such referrals will not be penalized.

An applicant may list up to three (3) phone numbers where the applicant can be reached when the Local Union processes work orders. The local will call an applicant at home and if there is no answer, immediately call a second number on file for that applicant; if there is no answer, immediately call a third number on file for that applicant.

The Local Union will only offer referral to the applicant named on the out-of-work list.

- iii. Emergencies or where the request from the employer is received upon short notice and the contact point is such a distance from the residence of a applicant that the applicant could not reasonably be expected to fulfill the request.
- iv. The applicant is medically disabled from working and has submitted proof of such disability the applicant will maintain his/her place on the list and will not be called for referral until such time as they have presented medical evidence that they have been released for regular work.

- v. An applicant occupying a position on the out-of-work list who accepts employment outside his/her home local union's jurisdiction will not jeopardize his/her position on the local's out-of-work list.
- (D) The local Union Business Representative shall have the authority to select and refer Laborer Steward for each job regardless of their position on the list so long as he/she has been pre-qualified.
- (E) In cases of the occurrence of any of the following events the applicants will be removed from the referral list and they will not thereafter be eligible for referral until re-registering in person at the Office of the Local Union.
- i. **Refusal of three (3) consecutive job referrals.**
 - ii. **Upon acceptance of a referral and failure to appear for referral by the time notified to appear and commence work.**
 - iii. **Voluntary termination of employment after having been referred.**
 - iv. **Refusal of two (2) job referrals by applicants who have indicated their willingness to accept work out of the jurisdiction of the Local will result in their removal from consideration for such work until they re-register.**
 - v. **Failure to notify the union in the event they become employed.**
 - vi. **An applicant will be dropped to the bottom of the referral list if the applicant is unavailable for three (3) consecutive call outs on three (3) separate days during the Local Union's designated call-out period.**
- (I) An Applicant who is referred to a job which, last One Hundred (100) hours or less or Two Hundred (200) hours or less as a Asbestos or Hazardous Waste Worker either because (1) the job terminated or (2) the applicant is laid off or discharged will return to his or her position on the out-of-work list prior to receiving the referral. However, after receiving a job referral immediately following such a short-term referral, regardless of its length, that individual must again register in order to be included on the out-of-work list. The short term referral provisions herein are inapplicable and the applicant will be removed from the out-of-work list for a period of sixty (60) days if the applicant takes any action within the first ten (10) days of employment designed to manipulate this provision of the Amended Job Rules, such as voluntarily quitting or requesting to be laid off or discharged from a job to which he or she is referred.
- (J) In the event the Union does not provide applicants an opportunity to register during normal business hours of the Union each business day of the week, registration of applicants for referral shall be held not less than once each week for a period or periods of not less than two (2) hours duration, and such period shall be established by the Union, and notification thereof shall be given to all interested parties by posting in the Union office not less than forty-eight (48) hours before any registration.

- (K) The Employer shall have the right to accept or reject any job applicant. In case of reduction of forces, the Employer shall have the right to select those best qualified, in his opinion, to be retained.
- (L) An applicant shall not be referred to an employer if the same employer previously discharged the applicant for cause. Applicants who are twice lawfully rejected by an employer for lack of skill, after referral by the Local Union, shall not be eligible for referral to a job requiring the same skills without first providing the Local Union **with evidence that he or she has acquired such skill by either completing a recognized training program or working on job(s) he or she obtained on their own with a union employer.**
- (M) In the event any job applicant is aggrieved (1) with his failure to qualify for registration or (2) with his group classification or (3) with his order of referral or (4) by action of the Employer in connection with hiring he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance file with the person in charge of the registration and the Local Union office a written statement of the grievance clearly and specifically setting forth the wrong or violation charges. An appellate tribunal consisting of an employer representative and an impartial chairman appointed jointly by the Council and the Union representative shall consider the grievance and render a decision, which shall be final and binding. The appellate tribunal is authorized to issue procedural rules for conduct of its business but is not authorized to add to, subtract from, or modify any of the provisions of this system and its decision shall be in accord with the system.
- (N) Employees may be transferred from one job to another without being referred by the Union provided transfer is in the Union's territory and the appropriate Union has been notified.
- (O) 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 the men employed on the job whichever number is greater. The Employer may request that former employees, who 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 be counted towards and limited to the two (2) men or twenty-five (25%) percent provision as set forth in this sentence. If the former employees are available, they shall be referred in accordance with the Employer's request. The Union agrees to give the consideration to any Employer's request for additional men consistent with the purpose of this section.
- (P) The Union shall post, in appropriate places where notices to employees and applicants are customarily posted, all provisions relating to the hiring arrangement set forth in this Agreement.

It is also understood that the above-named Laborers' District Council for the State of West Virginia is acting only as an agent in the negotiation of this contract and that it is agent for those Local Unions, affiliated therewith, in no event shall the Laborers' District Council of the State of West Virginia be bound as principal or be held liable in any manner for any breach of this contract by any said affiliated Local Unions for

whom it is acting. It is further agreed and understood that the liabilities of the Local Unions that have authorized the negotiations and execution of this Agreement shall be several and not joint.

No liability shall arise on the part of either contractor above referred to, or Local Unions and Council above referred to, by any reason of any unauthorized act by any employee of such contractor, Local Union or Council, unless and until such unauthorized act is brought to the attention of the party affected and that party is given a reasonable opportunity to correct said act or ratify same.

(Q) Dissemination of the Referral Rules: These rules shall be (a) conspicuously posted at the offices of each Local Union; and (b) published in The Laborer. Additional copies of these rules shall be made available to members upon request, subject to the payment of reasonable copying costs. New members shall receive a copy of the job referral rules upon admission to membership.

(R) Job Referral Information: A Local Union shall maintain accurate and current records of all job referrals. The records shall be preserved for a period of three (3) years from the making of each record. The records shall include the following information:

- i. All registration by applicants of their availability for referral, including the date of each applicant's registration.
- ii. A current out-of-work list, including all applicants whose registration of availability for referral is then in effect, and the date of each applicant's registration.
- iii. All requests from employers for workers, including the date of each request, the location of the job site, the length of the job, if known, and any request by the employer for applicants with special skills, licenses, or certifications, or an applicant-employed by the employer.
- iv. All instances where a job referral is not made because an applicant (1) refuses the referral, (2) is unavailable, or (3) lacks the required skills, including (where applicable) the date and time of the call(s), the person making the call(s), the name of the employer, the location of the job site, the start date of the job, the basis for not making the referral, the results of the call, including whether the call was answered and by whom, and what response, if any was made.
- v. All job referrals made, including the applicant referred, the date on which the applicant registered his or her availability for employment, the date of the referral, the employer, the location of the job site, the date the applicant was hired, and the date of any employment terminated.

(J) Access to Job Information:

- i. Any applicant can inspect or copy any record containing the job referral information described in #6 of the Amended Job Referral Rules. An appointment for inspection shall be scheduled for within five (5) days of the request. Copies of 500 pages or less shall be provided within ten (10) days of

request. Copies of more than 500 pages shall be provided within thirty (30) days of a request. A Local Union may charge \$.50 per page to copy the first twenty (20) pages, and \$.25 per page thereafter.

- ii. Lists containing the information described in #6(b) and (e) of the Amended Job Referral Rules shall be conspicuously posted, or otherwise immediately available for inspection, at the offices of a local Union on a weekly basis, so that the previous week is posted or immediately available by close of business on the following Monday. The information shall remain posted or immediately available for at least two weeks.

(T) Application for variance from a provision(s) of these Uniform Job Referral Rules may be made in writing to the General Executive Board Attorney. The General Executive Board Attorney may grant such an application provided he determines that the variance is consistent with the IJUNA Ethical Practices Code, with applicable law, and is intended to further a legitimate purpose. Any such variance shall be effective for a period of one year and shall be subject to further application to the General Executive Board attorney in order to continue beyond one year. Further, a variance shall be subject to any other condition imposed by the General Executive Board Attorney.

(U) Any complaints or concerns regarding alleged violations of the Code of Ethics and/or Uniform Job Referral Rules to discriminate, punish, retaliate or regard members for their Union political or election activity should be promptly addressed to the Inspector General W. Douglas Gow, (202) 942-2360.

DEFINITIONS

- A. "Normal construction labor market" referred to in the Uniform hiring Hall Procedure shall conform to the territorial jurisdiction of the Union as well as any additional area defined by the Secretary Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act.
- B. "Resident" means a person who has maintained his or her permanent home in the above-defined normal construction labor market for the required period or having had a permanent home in such area, has temporarily left with the intention of returning to that area as his permanent home.
- C. "Laborer or "Laborers" 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", "heavy" or "highway".

ARTICLE V APPRENTICES

1. In order to maintain a sufficient number of skilled laborers' in the industry covered by this agreement, the necessity for employment of as many apprentices as is reasonable and practical shall be encouraged and undertaken by both the Employer and the Union.

When available the following ratios will be used.

First 3 Journeymen - 1 Apprentice

Next 3 Journeymen -1 Apprentice

Next 3 Journeymen -1 Apprentice, Etc.

2. No Apprentices shall be employed who has not satisfactorily met the requirements of the approved training standards.

3. Apprentices shall be paid wage and benefits based on performance hours completed as outlined below:

<u>Hours</u>	<u>Percentage of Estab. Base Rate</u>	<u>Benefits</u>
0 to 1000	60%	Full benefit package
1001 to 2000	70%	Full benefit package
2001 to 3000	80%	Full benefit package
3001 to 4000	90%	Full benefit package

4. Employers agree to make a reasonable effort to utilize the services of apprentices in their employment so as to provide them exposure and training in all classifications of work being performed on a project which work has historically been recognized as within the work jurisdiction of the Laborers' International Union of North America.

ARTICLE VI SUB-CONTRACT CLAUSE

The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying to any subcontract let by the Employer on work generally covered by this Agreement. The Employer further agrees that he will not sub-contract, assign, or transfer any portion of the general contract to any subcontractor who is not willing to abide by the Provisions of this Agreement. The failure of any subcontractor to abide by the wages, hours and working conditions on work sublet, assigned, or transferred by the Employer shall constitute a breach of this Article and therefore implement the use of the applicable Arbitration and Dispute Article of this Agreement. Witnessed that; this Article is in accordance with Section 9 (a) of the National Labor Relations Act.

ARTICLE VII MANAGEMENT

The Union agrees that the Employer shall have the right to manage and direct and have the exclusive privilege to administer his procedures and policies on any given project. The management of the Employers work and business and the direction of the working force and the right to hire, suspend and relieve employees from duty because of lack of work or other reasons is vested exclusively in the Employer.

ARTICLE VIII JURISDICTIONAL DISPUTES

There shall be no strikes or lockouts by reason of jurisdictional disputes. The Union agrees to take any and all steps necessary to settle such disputes.

With reference to any and all future jurisdictional disputes, the parties of this Agreement will be guided by Decisions of Record, Agreement of Record or National Agreements between the disputing trades and/or where no decision or agreement is noted above is in existence, then the disputed work will be assigned in accordance with the prevailing practice in the locality of the Local Union that has jurisdiction.

ARTICLE IX ARBITRATION AND GRIEVANCE

SECTION 1. 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 arises shall be continued by the parties, but such difference or 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 representative 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 complaints to state 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 to 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 final and binding upon the parties. Both parties shall share the expense of arbitrator equally.

SECTION 2. 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. Violations 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.

ARTICLE X WAGES

The hourly wage rates, job classifications, and other economic considerations within the Agreement for the employees covered by this Agreement shall be adjusted to reflect those shown in Appendix A, which is attached hereto and made a part hereof. The hourly wage rates, job classifications, and other economic considerations contained in this Agreement for the employees within the jurisdiction Local 1085 involved in this Agreement, shall become effective immediately upon the rectification by both parties of the Agreement between the respective Local Union and the employers performing work in the jurisdiction of the Local Union.

The Employer agrees to verify the wages set forth in Appendix A through his bona fide association (where one exists) each time a wage increase becomes effective on all jobs in progress so that the commissioner of labor will have data to confirm such changes and to pre-determine the proper rates.

ARTICLE XI HEALTH AND WELFARE, PENSION, ANNUITY & TRAINING FUNDS

Effective June 1, 2016, in addition to the foregoing wages and conditions, the Employer agrees to contribute the appropriate amount designated in the wage package, per hour for each hour worked, to the Welfare Fund. (see Appendix A)

Effective June 1, 2016, in addition to the foregoing wages and conditions, the Employer agrees to contribute the appropriate amount designated in the wage package, per hour for each hour worked, to the Pension Fund. (see Appendix A)

Effective June 1, 2016, in addition to the foregoing wages and conditions, the Employer agrees to contribute the appropriate amount designated in the wage package, per hour for each hour worked, to the Annuity Fund. (see Appendix A)

Effective June 1, 2106, in addition to the foregoing wages and conditions, the Employer agrees to contribute the appropriate amount designated in the wage package, per hour for each hour worked, to the Training Fund. (see Appendix A)

Said Welfare, Pension, Annuity, and Training Fund shall be paid to the West Virginia Laborers' Combined Fund, One Union Square, Charleston, West Virginia 25302.

It is agreed and understood that the provisions of the trust documents for the Health & Welfare, Pension, Profit Sharing (Annuity) and Training Funds are incorporated herein by reference.

LABOR MANAGEMENT COOPERATION

The Employer and Union recognize that they must confront issues of mutual concern which may be more susceptible to effective resolution through labor-management cooperation than through the collective bargaining process, and that such cooperation is beneficial to labor and management. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, it is agreed that the Employer shall contribute to the Mid-Atlantic Laborers-Employers Cooperation and Education Trust effective November 27, 1990 and for the term of this Agreement, including any extensions or renewals thereof. The Employer shall contribute to the Trust at the rate of fifteen cents (15¢) for each hour or portion of an hour for which each laborer covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions, and all contribution reports required by the Trust, in such manner and at such times as the Trust shall designate. Of this fifteen cents (15¢) per hour contribution, two cents (2¢) per hour shall be contributed by the Trust to the National Laborers-Employers Cooperation and Education Trust, provided that the Trust's Board of Trustees shall have discretion to change this rate of contribution to the national trust. The Employer and the Union hereby adopt and agree to be bound by the Agreement and Declaration of Trust establishing the Mid-Atlantic Laborers-Employers Cooperation and Education Trust dated April 1, 1990, as such might be amended from time to time pursuant to, the terms thereof.

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 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 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.

CHECK-OFF: The Employer shall, upon receiving a signed authorization from his Labor Employees, deduct four percent (4%) of the gross wages for Union Dues, plus fifty cents (\$.50) per hour worked for Laborers' Organizing Fund, and remit the same to the West Virginia Laborers' Combined Fund, One Union Square, Charleston, West Virginia 25302.

Both parties hereto have read said Trust Agreement and hereby join therein and incorporate its provisions in this Agreement, pursuant to Article XI of said Trust Agreements with the right in the Employers Association and Laborers Local Union each to designate a trustee.

In accordance with Article IV, Section 1, Page 6, of the West Virginia Laborers Trust Fund and the West Virginia Laborers Pension Trust Fund, payments due to the Fund are based on the figure that if an employee works less than one-half (1/2) hour, no payment shall be made to the Fund, but if the employee works one-half (1/2) hour or more, one (1) hour should be paid on his behalf.

The amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and remittances to the Welfare Fund, Pension Fund, et al, as required under the terms of the Agreement is hereby reduced. In lieu of sending separate report forms to each Fund, the Employers shall prepare and send along with their checks a Consolidated report form that will be applicable to the various funds. This consolidated report form and check shall be paid to the West Virginia Laborers Combined Fund. The administrator shall act as distribution agent for the Employer in distributing the Employers remittances to the respective funds to the Local Union involved. The reports will be designated by county adjacent to member's names.

CHECKOFF CONTRACT

Laborers' Political League - During the life of this Agreement, the employer agrees to deduct five cents (5¢) per hour from the pay of each employee as a voluntary contribution to Laborers' Political League provided that each such employee executes or has executed an appropriate voluntary checkoff authorization form. The employer further agrees to continue to deduct during the life of this Agreement voluntary contributions to Laborers' Political League from the pay of each employee for whom it has on file a voluntary checkoff authorization form which has not been revoked in writing.

Deductions shall be made from each regular paycheck of the employee and only in accordance with the provisions of and in the amounts designated in the checkoff authorization form, together with the provisions of this Section of the Agreement.

The employer further agrees to remit such deductions to Laborers' Political League, in care of West Virginia Laborers' Combined Funds, each month on or before the 20th day of the following month in which such deductions were made. The employer further agrees to furnish West Virginia Laborers' District Council Political Action Committee with the names (and addresses)* of those employees for whom deductions have been made and the amounts deducted for each employee. This information shall be furnished along with each remittance.

WV LABORERS DISTRICT COUNCIL POLITICAL ACTION COMMITTEE

During the life of this Agreement, the Employer agrees to deduct three cents (3¢) per hour from the pay of each employee as a voluntary contribution to West Virginia Laborers District Council Political Action Committee provided that each such employee executes or has executed an appropriate voluntary checkoff authorization form. The employer further agrees to continue to deduct during the life of the Agreement voluntary contributions to West Virginia Laborers District Council Political Action Committee from the pay of each employee for whom it has on file a voluntary checkoff authorized form, which has not been revoked in writing.

Deductions shall be made from each regular paycheck of the employee and only in accordance with the provisions of and in the amounts designated in the checkoff authorization form, together with the provisions of this Section of the Agreement.

The Employer further agrees to remit such deductions to West Virginia Laborers District Council Political Action Committee in care of West Virginia Laborers' Combined Funds each month on or before the 20th day of the following month in which such deductions were made. The Employer further agrees to furnish West Virginia Laborers District Council Political Action Committee with the names (and addresses*) of those employees for whom deductions have been made and the amounts deducted for each employee. This information shall be furnished along with each remittance.

The Union agrees to reimburse the employer for the marginal cost of administering this political contribution checkoff.

*Addresses need be supplied only if the union does not have the addresses of those employees who are contributing.

ARTICLE XII

CONSTRUCTION ADVANCEMENT PROGRAM OF THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION

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 this Article.

SECTION 2. Commencing June 1, 2016, and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall deduct through the normal dues check-off system from each member the sum of fifteen cents (\$.15) per hour worked and said funds shall be paid the Parkersburg-Marietta Contractors Association Construction Advancement Program. In the event the dues check-off system shall be suspended or discontinued, the original method of the collection system of the Construction Advancement Program shall be reinstated.

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 the 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.

ARTICLE XIII HOURS OF WORK, HOLIDAYS AND OVERTIME PAY

Forty (40) hours shall constitute a normal work week. Eight (8) hours shall constitute a day's work between the hours of eight a.m. (8:00) and four thirty p.m. (4:30) Monday through Friday inclusive. Starting time of a regular work shift and/or lunch period may be altered one (1) hour earlier with permission of the Business Manager. All time worked before and after the established work day of eight (8) hours, Monday through Friday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day shall be observed as holidays. When any of these holidays fall on a Sunday, the following Monday shall be observed as a holiday.

FOUR DAY - 10 HOUR PER DAY WORKWEEK

1) With a four day 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.

ARTICLE XIV SHIFTS

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. 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 twenty-five cents (\$.25). If three shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) times the regular straight-time hourly rate plus twenty-five cents (\$.25). The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus fifty cents (\$.50). A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

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, plus shift differential.

ARTICLE XV REPORTING PAY

Craftsmen reporting for work shall receive and (1) hour pay if work is not started by the normal starting time. When employees are placed to work and begin work, they shall receive a minimum of four (4) hours pay, except in case of adverse weather conditions, in which case the employee shall receive pay for actual time worked, but not less than two (2) hours pay. If employee is asked to stay after the normal starting time, he shall receive two (2) hours pay. If employee starts to work in inclement weather, he shall receive four (4) hours pay.

ARTICLE XVI PAY DAY

All contractors agree to pay employees once each week by quitting time on the designated and agreed date set forth for the job. There will not be a hold back of more than three (3) days' pay. Wages shall be paid in lawful money of the United States of America, or by regular payroll checks. Contractors must show on detachable check stubs or pay envelope, the name of the employee, hours worked rate of pay, amount of wages due and all deductions. Failure to pay regular men or men who are discharged and/or laid off, on time, shall constitute waiting time and all waiting time must be paid for at straight time. If a workman quits on his own accord, he shall wait for his pay until the next regular pay day.

ARTICLE XVII STEWARD

The Employer will recognize a working steward qualified by the Union on each shift of each job. The steward's duties shall be to ascertain the standing of the men employed and look after the general interest of the Union and the men on that job and he shall remain on the job at all times when other employees covered by this Agreement are working. The Steward shall not be discriminated against for discharging his duties as a steward. Before the Employer may discharge or layoff a Steward, the Employer must first take this matter up with the Business Representative for adjustment. When as many as eight (8) employees covered by this Agreement are employed on the project, the steward shall be one of the semi-skilled employees.

In the event work is stopped on any project for any reason, the Steward shall be the first man recalled.

The Business Manager or the Representative of the Union shall be admitted to all jobs during working hours.

ARTICLE XVIII FOREMEN

On all jobs employing eight (8) or more laborers, the ninth (9th) man shall be a non-working foreman, for each job and/or project. For each additional eight (8) laborers, the ninth (9th) man shall be an additional non-working foreman for each job and/or project. After three (3) full crews and/or three Labor foremen are employed on a given project and/or job a General Foreman shall be employed who will supervise five (5) labor foremen. Key men may be employed directly by the Employer in accordance with the Uniform Hiring Procedure.

ARTICLE XIX SAFETY AND HEALTH AND PROTECTIVE CLOTHING

The Employer shall furnish suitable raingear and boots whenever Employees are required to work in rain, snow, concrete or other wet work. Boots shall be reasonable and adequate size. The

Employer shall also provide employees with protective clothing when employees are required to work with creosote, acids, and other dangerous chemicals. Also, it is the liability of the employee to return gear to the employer, and the employee shall not be responsible for goods stolen, lost or damaged, unless the loss is due to neglect on the part of the employee.

The Employer shall comply with all the safety and health laws and regulations and shall provide suitable drinking water and/or cold water when the season so demands and sanitary drinking facilities at all time, in accordance with Federal and State laws. Cold water should be provided from April 1 to November 30. This latter sentence is to be used as a guide in nature only.

The Employer will provide ample employee only shelter with heat when necessary for all laborers on all jobs and/or projects.

ARTICLE XX UNEMPLOYMENT AND WORKMEN'S COMPENSATION

The Employer shall conform to and abide by the Federal and State laws on social security, unemployment compensation and workmen's compensation. The Employer shall provide all employees covered by this Agreement with unemployment compensation coverage and workmen's compensation coverage.

ARTICLE XXI GENERAL WORKING RULES

Pre-construction conferences will be held on all new Jobs in excess of \$100,000.00 and a member contractor will notify the Local Union of any work regardless of amount of money starting within an Industrial Plant.

There shall be not limit on Production by workmen nor restrictions on the full use of tools or equipment.

Slowdowns, standby crews and featherbedding practices will not be tolerated.

In the event that any work is done on caisson and tunnel work, the wage rates set forth in the Heavy Construction Labor Council of West Virginia, Inc., shall apply. Other conditions shall be specified in this Agreement.

WATCHMEN

Watchmen shall receive a weekly salary and shall not work in excess of fifty-six (56) hours in any one work week and shall not perform work which directly connected with construction. If watchmen are required to perform work connected with construction, they shall be paid the classified rate of pay. The weekly salary shall be the same as that received by Common Laborers for forty (40) hours. The shift provisions of this Agreement do not apply to watchmen.

DEEP DITCH

All classifications of employees who are required to work in vertical ditches and man holes (and in areas subject to cave-ins) that are six (6) feet or more in depth shall receive twenty-five cents (\$.25) per hour above their regular rate of pay.

HIGH AND HAZARDOUS WORK

Employees who are engaged in the Construction, repair or demolition of stacks, tanks, furnaces, steeples, towers, structural cores, silos, including cooling towers shall receive the high time pay outlined in the National Chimney Agreement.

Where employees covered by this Agreement are required to work with gas and/or air respirators, they shall receive thirty cents (\$.30) above their regular rate of pay.

PART-TIME SEMI –SKILLED WORK

Semi-skilled employees shall receive the semi-skilled rate of pay for the actual number of hours spent in that capacity, except however, in the event that semi-skilled employees who run jackhammer or vibrator for more than four (4) hours shall receive the semi-skilled rate of pay for eight (8) hours.

SCAFFOLD WORK

All scaffolds fifty (50) feet or more above firm and/or solid base or if on the outside above ground level, shall receive thirty cents (\$.30) per hour in addition to their regular wages.

TENDERS

Any craft that the Laborers normally tend shall have sufficient tenders. The Employer will determine what is sufficient.

LOW EARNING SLIPS

The employer shall furnish low earnings slips if the employee is on temporary lay-off.

WORK BREAKS

Employees will be afforded two (2) ten minute breaks at their place of work within reason. It is understood that breaks will not create a general work stoppage. If the Contractor chooses to set up a scheduled break, this craft will benefit by same.

NEW TOOLS

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

BOND

The Union shall require those Employers who have not maintained an established office in the jurisdiction of Laborers Local #1085 for five (5) years or more or who are not previously a party to an agreement with the Laborers or who are delinquent or who become delinquent in payments to fringe benefit funds provided by this Agreement to procure, pay the premium for and deliver to the Union a Bond written by a responsible surety company in the sum of twenty-five thousand dollars (\$25,000.00) plus any existing delinquencies due said fringe benefit funds guaranteeing the payment of all wages and fringe benefits due employees under this Agreement and all payments and penalties due as provided in this Agreement.

An Employer desiring to start work before furnishing such bond shall make a five hundred dollar (\$500.00) cash deposit with the Laborers Local Union office. His job may then proceed for a period of seven (7) days. Thereafter, the five thousand dollar (\$25,000.00) bond must be posted before work may continue. Any such deposit shall be refunded to the Employer upon presentation of the Bond. The above bond and cash deposits are for the purpose of securing the payment by the Employer of all payroll and fringe benefits due employees and the Construction Advancement Program and shall be refunded to the Employer upon completion of the work, providing that all obligations with respect to payroll and fringe benefits have been paid.

ARTICLE XXII EXPIRATION DATE

It is understood that at the conclusion of negotiations and rectification of this Agreement between the parties signatory to this Agreement and any and all parties that may become signatory to this Agreement, all Agreements shall become one and the same between THE PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION AND LABORERS' DISTRICT COUNCIL OF CHARLESTON, WEST VIRGINIA.

This Agreement shall be binding on both parties from June 1, 2016 through November 30, 2022 and continue from year to year thereafter unless either party hereto notifies the other party sixty (60) days prior to the termination date thereof of intention to modify and/or terminate same.