

**AGREEMENT**  
**between**  
**PARKERSBURG-MARIETTA**  
**CONTRACTORS ASSOCIATION, INC.**  
**and**  
**CHAUFFEURS, TEAMSTERS & HELPERS**  
**LOCAL UNION NO. 175**

**Affiliated with**  
**THE INTERNATIONAL BROTHERHOOD**  
**OF TEAMSTERS**



**DURATION OF AGREEMENT**  
**October 1, 2018 – September 30, 2021**

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**ARTICLE 1**  
**SCOPE OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this first day of October, 2018, by and between the Parkersburg-Marietta Contractors Association, Inc. signatory hereto, its successors, administrators, executors and assigns, hereinafter called the Employer, and Local Union No. 175, Parkersburg, West Virginia, and vicinity, International Brotherhood of Teamsters and its successors, hereinafter called the Union.

**THIS AGREEMENT** shall cover all Building construction performed by or for the Employer within the area of territorial jurisdiction of: Calhoun, Gilmer, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, Wood and part of Mason Counties in WV and Athens and Washington Counties in Ohio.

**ARTICLE 2**  
**RECOGNITION**

**SECTION 1.**

The Employer does hereby recognize the Union the sole labor organization representing employees covered by the Brotherhood of Teamsters jurisdiction, including; but not limited to the classifications listed in Appendix A of this Agreement.

**SECTION 2.**

The Employer agrees that it will not sponsor or promote financially or otherwise any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in or activities on behalf of the Union.

**ARTICLE 3**  
**LIABILITY**

**SECTION 1.**

The Employer and the Union named herein agree that they are acting in the sole capacity of bargaining representatives for their respective and future members. Neither the Employer nor the Union shall be liable for any violation of this Agreement by any of its present or future respective members.

## **SECTION 2.**

The liability of the respective employees of the Employer and the Union for any breach of this Agreement shall be several, and not joint.

## **SECTION 3.**

The Union agrees that a breach or violation of this Agreement by any one or more of the Employers, shall not be treated by the Unions as cause for calling a strike or strikes, against members not in violation or breach of this Agreement.

The Employers agree that any breach or violation of this Agreement by a Union against any one or more of the Employers, shall not be cause for any of the other Employers to lock out their employees.

## **ARTICLE 4** **MANAGEMENT RECOGNITION AND RIGHTS**

The Employer retains full and exclusive authority for the management of his operation. Except as expressly 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, promotion, demotion, transfer, suspension or discharge of employees for proper cause, lay-off of employees because of lack of work or for other legitimate reasons. No rules, customs or practices shall be permitted or observed which limit or restrict production of or limit or restrict the joint or individual working efforts of employees.

## **ARTICLE 5** **UNION SECURITY**

### **SECTION 1.**

All employees who are members of the Union on the effective date of this Agreement or the date of execution, whichever is the latter, shall remain members of the Union in good standing as a condition of continued employment. All employees who are not members of the Union and all persons who hereafter become employees shall become members of the Union in good standing on the 8th day following the beginning of their employment or on the 8th day following the effective date or date of execution of this Agreement, whichever is the latter, and shall thereafter continue their membership in good standing as a condition of continued employment.

## **SECTION 2.**

To the extent such amendments may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative or judicial determination, all of the provisions of the Article shall be automatically amended to provide for the maximum Union Security permitted by law.

Nothing contained in this Section shall be construed as requiring the Employer to violate any applicable law.

## **SECTION 3.**

When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants. The Employer shall not be required to hire the applicants referred by the Union.

## **SECTION 4.**

Within seven (7) days of receipt of notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, 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 in good standing by failure to pay dues be similarly discharged by the Employer.

## **ARTICLE 6** **CHECK-OFF OF DUES AND INITIATION FEES**

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to said Union all such deductions. Such deductions are to be made each month and shall be forwarded by the Employer to the Secretary/Treasurer of the Union on or before the 1st business day of the following month.

No deductions shall be made without written authorization by the employees, which is required by applicable law.

## **ARTICLE 7** **SUBCONTRACTING**

### **SECTION 1.**

Site work shall be defined as all work done on the site proper and all hauling from an area outside the project area to the project area, which outside area is operated and maintained by the prime contractor for use in conjunction with the project.

## **SECTION 2.**

The Employer shall not hire any extra equipment, directly or indirectly until his own available and suitable equipment is exhausted.

## **SECTION 3.**

The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Sub-Contractor and those on site work, described in Paragraph 1, above shall be paid directly by the prime contractor. However, when mutually agreed between the prime contractor and the Union, a sub-contractor shall be allowed to establish his own payroll.

## **SECTION 4.**

An owner-operator owning or contracting single vehicle operating or driving his own vehicle, shall receive his wages by check, separate from the check issued for the use of equipment issued by the prime contractor and shall be covered by all conditions incorporated in this Agreement.

## **ARTICLE 8** **STEWARDS**

### **SECTION 1.**

The Employer recognizes the right of the Union to designate job stewards and alternates.

### **SECTION 2.**

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 1)** The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- 2)** The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a)** have been reduced to writing, or
  - b)** if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employers business.

**SECTION 3.**

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharging, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

**SECTION 4.**

The job steward shall be the last employee to be laid off, and he shall not be discharged without notifying the Union Business Representative.

**SECTION 5.**

The steward shall remain on the job at all times when other employees of the same craft are working. On overtime, if the second Teamster is used, work will be offered to the Foreman.

**SECTION 6.**

When more than one shift is employed, there shall be a steward for each shift.

**SECTION 7.**

The steward shall receive the highest rate being paid Teamsters on a project.

**ARTICLE 9**  
**TIME RECORDS AND INSPECTION PRIVILEGES**

**SECTION 1.**

A daily time record shall be maintained by the Employer.

**SECTION 2.**

Authorized representatives of the Union shall have free access to the Employer's establishments and to job sites during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to. Such authorized representatives of the Union shall have the right to request photostatic copies of time cards, log books and other payroll records, for the purpose of determining whether or not the terms of this Agreement are being complied with.



**ARTICLE 10**  
**JURISDICTIONAL DISPUTES**

There will be no strikes and/or work stoppage on account of jurisdictional disputes.

**ARTICLE 11**  
**MULTI-EMPLOYER UNIT**

The undersigned Employer agrees to be bound by all of the terms and provisions of the attached Agreement, and also agrees to be bound by the interpretations and enforcement of the Agreement.

The Employer further agrees to participate in joint negotiations of any modification or renewal of the contract and to become a part of the multi-employer unit set forth in the contract.

**ARTICLE 12**  
**UNAUTHORIZED ACTIVITY**

It is understood and agreed that the Union shall not be financially or otherwise liable for acts of its members or agents which are not specifically authorized and which the Union cannot control. It is agreed however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there has been a work stoppage and as soon as practicable shall address a letter to the Employer notifying the Employer that the action of the Union members or agents was unauthorized.

The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject however, to the grievance and arbitration provisions of this Agreement.

**ARTICLE 13**  
**MAINTENANCE OF STANDARDS**

**SECTION 1.**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and to general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement, and improved wherever specific provisions for improvement are made elsewhere in this Agreement. No employees shall suffer a reduction in wages as a result of the execution of this Agreement.

## **SECTION 2.**

Any benefits not covered by this Agreement but previously enjoyed by the employees shall continue to be enjoyed by them, notwithstanding this Agreement.

### **ARTICLE 14** **EXTRA-CONTRACT AGREEMENT**

The employer agrees not to enter into any other agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The employer is permitted to make and enforce any reasonable company rules by mutual agreement with the Union providing such rules do not conflict with the provisions of this Agreement. If unable to agree on such rules, they shall be submitted to the grievance procedure established by this Agreement. All such rules shall be posted for a period of six (6) days before becoming effective and the Union shall be furnished a copy of such rules when, or before, they are posted.

### **ARTICLE 15** **SENIORITY AND LEAVE OF ABSENCE**

#### **SECTION 1. SENIORITY**

Seniority shall apply for job opportunity in promotions and for layoffs and recall to the extent it is agreed practicable by the Local Union and the Employer.

#### **SECTION 2. SICKNESS AND INJURY**

The Employer agrees to grant the necessary leave of absence, without pay, in case of sickness or injury of an employee. The employee shall receive his former position upon recovery or expiration of the leave.

#### **SECTION 3. TIME OFF FOR UNION ACTIVITY**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided notice is given to the Employer by the Union specifying the approximate length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruptions of the employers operations due to lack of available employees.

## **ARTICLE 16** **DISCHARGE**

The Employer shall not discharge nor suspend any employee without just cause and, before such discharge, shall give at least one warning notice for the first complaint against such employee to the employee, in writing and a copy of same to the Union, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drinking of alcoholic beverages while on duty, use of narcotics (as described by the Pure Food and Drug Act) or carrying of unauthorized passengers. Discharge or suspension must be by proper written notice to the employee and the Union. Warning notices shall have no force or effect after nine (9) months from the date thereof. Any employee may request an investigation of this discharge, suspension or receipt of any warning notice. Such request must be made in writing and must be submitted to the Union by the employee within ten (10) days from the receipt of the Employer's notice of discharge, suspension or warning.

Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay for the time he has been out of work. Any dispute or misunderstanding resulting from the discharge or suspension of any employee, or issuance of a warning notice to him, shall be settled in accordance with the grievance procedure outlined herein.

## **ARTICLE 17** **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 or dispute shall be settled in the following manner:

- 1)** 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.
- 2)** 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.
- 3)** 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 limits 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.

4) 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 (3). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service to recommend a list of arbitrators to be mutually agreed upon. 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. The expense of arbitration shall be shared equally by both parties.

## **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. 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.

## **ARTICLE 18** **PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Union party to this Agreement, and including primary picket lines at the Employers place of business.

## **ARTICLE 19** **WORKMEN'S COMPENSATION**

The Employer shall provide "Workmen's Compensation" Insurance against injury and "Unemployment Compensation" protection for all employees even if not required to do so by State Law.

**ARTICLE 20**  
**WORK ASSIGNMENTS**

**SECTION 1.**

An employee covered by this Agreement shall be employed on a project whenever any work is being performed which is covered by this Agreement.

All contractors, subcontractors, etc., will be bound by the hiring practices in a local area not inconsistent with the terms of the Agreement provided that, where the hiring provisions or practices that prevail in a local area are on other than exclusive basis, such provisions or practices shall be applicable if not in violation of either state or federal law. See Appendix "B".

**SECTION 2.**

The number of men to be employed is at the sole discretion of the Employer, and the fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all classifications or to man any particular piece of equipment that happens to be on the work site unless the Employer has need for such equipment. However, this does not relieve the Employer from the responsibility of properly manning any piece of equipment that is placed in operation.

**SECTION 3.**

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or other persons other than its employees in the bargaining unit here involved to perform work which is recognized as being within the Teamsters jurisdiction.

**SECTION 4.**

If an Employer employs four (4) employees one shall be a working dispatcher. If he employs five (5) to ten (10) employees, the dispatcher shall be paid the working foreman rate. For each additional fifteen (15) employees a dispatcher shall be hired.

If two (2) or more Employers working on the same job site use ten (10) or more employees who do not qualify for a dispatcher, there shall be a general working foreman. Said working foreman shall be paid jointly by the Employers on the job site paying their proportionate share based on the number of employees employed by each.

If there is a failure by the companies to designate a company to assume the responsibility for the payroll of the general working foremen, it shall be referred to the Arbitration and Grievance Procedure, Article XVII.

**ARTICLE 21**  
**EXAMINATION AND IDENTIFICATION FEES**

**SECTION 1.**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs but shall pay employees for such time at the place of examination or examinations when such time exceeds one (1) hour, and in that case, only for those hours in excess of one (1) hour. Except where specifically required by law, no employee shall be required to take more than one physical examination in any one (1) year. Employees will not be required to take examinations during their working hours. The Employer reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's own expense. In the event of a difference of opinion by the two aforementioned physicians they shall select a third physician whose decision shall be final and binding. The expense of the third physician shall be shared equally by the Employer and the employee.

**SECTION 2.**

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. All cost of such personal identification or recording shall be born by the Employer.

**ARTICLE 22**  
**BONDS**

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

**ARTICLE 23**  
**BULLETIN BOARD**

The Employer will provide a suitable bulletin board in a conspicuous place where the employees are employed for the posting of information of interest to the members of the Union.

**ARTICLE 24**  
**SAFETY AND HEALTH**

The Employer shall make provisions for the safety and health of its employees during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury and inclement weather conditions shall be provided by the Employer. All trucks and tractor trailers shall be equipped with defrosters and heaters in good working order.

**ARTICLE 25**  
**DEFECTIVE EQUIPMENT**

**SECTION 1.**

No employee shall be compelled to operate equipment that is not mechanically sound and properly equipped to conform with all applicable city, state and federal regulations. Equipment restricted to site operation need not conform regarding licenses.

**SECTION 2.**

Employees shall immediately report to the Employer in writing all defects in equipment. When an employee reports defective equipment to the Employer and receives no consideration, he shall report this matter to the proper official of the Union, who shall then discuss this matter with the Employer. No employee shall be required to operate such equipment until the question of its defect has been settled.

**ARTICLE 26**  
**UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

**ARTICLE 27**  
**REOPENING EMERGENCY**

In the event of war, declaration or emergency or imposition of economic controls during the life of this Agreement, either party may re-open the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

**ARTICLE 28**  
**WAGES**

**SECTION 1.**

Wages shall be paid in accordance with the job classifications and wage rates set forth in Appendix A attached.

## **SECTION 2.**

All employees shall be paid each week, on the day mutually agreed upon by the Union and the Employer. Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed four (4) working days with payday being no later than quitting time Friday.

## **SECTION 3.**

The Employer agrees that when men are employed for periods of less than one (1) week, they shall be paid in full for time worked upon completion of the work period.

## **SECTION 4.**

An employee working outside his classification shall be paid his classification rate or the rate of the highest classification worked, for the entire day.

## **SECTION 5.**

Any wage rates not covered in Appendix A, shall be negotiated by the Employer and the Local Union. Failure to agree by both parties shall be referred in arbitration and grievance procedure - Article XVII.

# **ARTICLE 29** **HOURS OF WORK, REPORT TIME, SHIFT AND OVERTIME**

## **SECTION 1.**

Eight 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 hour day may be made by mutual agreement between the Employer and Union.

**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 a 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.

**SECTION 2.**

- 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 on Friday. The first or day shift shall work a regular eight (8) hour 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 one and one-half times this amount. If three 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 pay 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% times one and one-half.

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.

**REPORTING TIME:** Craftsmen 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 four (4) hours pay. If employee works more than four (4) hours he shall receive eight (8) hours pay.

When men are requested to work overtime and have been on the job ten (10) hours, they shall be granted one-half (1/2) hour for lunch without loss of time, and if the workmen agrees to work through until the job is completed, without taking the allotted time for lunch, they shall be granted one-half (1/2) hour's pay at the double time in addition to the hours actually worked.

### **SECTION 3.**

- 1)** All work performed prior to or after an employee's normal shift shall be paid at time and one half for the first two (2) hours.
- 2)** All time worked on Saturday between the hours of 12:01 a.m. and 12:00 midnight shall be paid at overtime rate of time and one-half up to 8 hours.
- 3)** All time worked on Sunday between the hours of 12:01 a.m. and 12:00 midnight shall be paid at the overtime rate of double time.
- 4)** Employees reporting on Saturday, Sunday and Holidays shall receive report pay at the rate described in Paragraphs (2) and (3) of this section.
- 5)** If an employee is called back to work after completing his regular shift he shall receive double time pay for all hours actually worked, but in no case shall he receive less than 4 hours at the overtime rate.

### **SECTION 4.**

All employees shall be allowed a lunch period of not less than one-half (1/2) hour nor more than one (1) hour each regular work day. Lunch period shall be as near the middle of the work day as is practical.

### **SECTION 5.**

In the event a contractor intends to shut down a job, he shall contact the men not later than 6 p.m. of the day prior to the shutdown.

## **SECTION 6.**

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 30 HOLIDAYS**

### **SECTION 1.**

The following holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on a Sunday, the following Monday will be observed.

### **SECTION 2.**

Any employee required to work on any of the above named holidays shall be paid double the straight time rate for all hours worked. No work shall be done on Labor Day or Christmas except to protect life or property.

## **ARTICLE 31 PAID FOR TIME**

### **SECTION 1.**

Any employee eligible to vote shall be permitted sufficient time off from his work without loss of pay on national and state election days in order that he may exercise his right to vote.

### **SECTION 2.**

When an employee is required to work somewhere other than the normal job site all expenses for room, board, transportation, etc. shall be paid for by the Employer. Wages shall be as provided in this Agreement.

## **ARTICLE 32 HEALTH & WELFARE**

Effective October 1, 2018 the Employer agrees to contribute ten dollars and fifty-three cents (\$10.53) per hour worked during each calendar month on behalf of each employee covered by this Agreement to the Employer Teamsters Local Union Nos. 175 and 505 Health and Welfare Fund Plan VI for an insurance program to be administered jointly by Employer and Union trustees in compliance with all applicable state and federal laws and regulations. The Employer shall provide the number of

hours worked by each employee during the month and the total contribution being paid on behalf of each employee and such information and contributions shall be received by the Fund office no later than fifteen (15) days after the end of each month. Effective October 1, 2019 the Employer agrees to contribute eleven dollars and six cents (\$11.06) per hour worked on behalf of each employee into the Health and Welfare Fund. Effective October 1, 2020 the Employer agrees to contribute eleven dollars and sixty cent (\$11.60) per hour worked on behalf of each employee into the Health and Welfare Fund.

If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions to the Health and Welfare during the period of absence.

### **ARTICLE 33** **PENSION FUND**

Effective October 1, 2018 the Employer agrees to contribute six dollars and forty-five cents, (\$6.45) per hour worked during each calendar month on behalf of each employee covered by this Agreement to the Employer-Teamsters Local Union Nos. 175 and 505 Pension Fund for a pension plan to be administered jointly by Employer and Union trustees in compliance with all applicable state and federal laws and regulations. The Employer shall provide the number of hours worked by each employee during the month and the total contribution being paid on behalf of each employee and such information and contributions shall be received by the Fund office no later than fifteen (15) days after the end of each month. Effective October 1, 2019 the Employer agrees to contribute six dollars and sixty-five cents, (\$6.65) per hour worked on behalf of each employee into the Pension Fund. October 1, 2020 the Employer agrees to contribute six dollars and eighty-five cents, (\$6.85) per hour worked on behalf of each employee into the Pension Fund.

### **ARTICLE 34** **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 United Bank (as per reporting form) by the 15<sup>th</sup> of each reporting month. 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.

**ARTICLE 35**  
**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 this Article.

**SECTION 2.**

Commencing June 1, 1989 and continuing thereafter, the Employer signatory to this Agreement and/or performing work in accordance with the terms hereof shall pay the individual employee the sum of seven cents (\$.07) per hour for each hour worked and the Union shall deduct through the normal dues check-off system from each member the sum of five cents (\$.05) per hour worked and said funds shall be paid to 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 and 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 36**  
**BUILDING TRADES DEDUCTION**

The Employer shall deduct seven cents (\$.07) per hour for each hour worked by Teamsters working in this jurisdiction and remit same to the Parkersburg-Marietta Building Trades, 1406 1/2 13th Street, Parkersburg, WV.

**ARTICLE 37**  
**WORK RULES**

**SECTION 1.**

The Union and Employer agree to be bound and abide by the recognized National Work Rules Agreement.

**1)** The selection of craft foreman and general foreman shall be entirely the responsibility of the Employer, it being understood that in the selection of such foreman 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 restrictions 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, Sunday and Holidays excluded), the Contractor 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 agreements. 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 2.**

Employees will be afforded two ten (10) 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 will be made by mutual agreement.

**SECTION 3.**

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.

**SECTION 4.**

There shall be no limit on production by workmen nor restrictions of the full use of tools or equipment.

**SECTION 5.**

The Company shall not require, request or suggest that an employee or applicant for employment take a polygraph, or any other form of lie detector test.

**ARTICLE 38**  
**MAINTENANCE WORK**

The Union and the Employer agree to negotiate the President's Maintenance Agreement for any and all maintenance work.

**ARTICLE 39**  
**TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event any part of the Employer's operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use leasing device to a third party to evade this Agreement.

The Employer shall give notice of the existence of this Agreement, to any Purchaser, Transferee, Lessee, Assignee, etc., of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

**ARTICLE 40**  
**SEVERABILITY**

If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final



determination as to its validity, the remainder of this Agreement and of any Rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained as above set forth, the parties affected there by shall enter immediate collective bargaining negotiation, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

#### **ARTICLE 41**

In the signing of this Agreement it is affirmatively recommended and requested that the Contractor signed below will abide by, align with, recognize and become a part of the bona fide Contractor Association and/or Industrial Council; in order to procure, receive and gain the necessary and adequate craftsmen for a given job and/or project. The acceptance of the Contractor signed below, by a bona fide Association and/or Industrial Council will be at the discretion and responsibility of said Association and/or Industrial Council, depending on the reasonable and ordinary size and tenure of the Contractor, job and/or project.

#### **ARTICLE 42** **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age (between 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

**Maternity Leave:** Wherever a contract provides leaves of absence for illness or disability, the contract must permit leave for maternity on equal terms. Thus, if leave is normally granted with pay, or for unlimited periods, maternity leave must be treated equally.

**Sickness and Accident Plan:** Whenever a health and welfare plan provides sickness and accident pay, the plan cannot exclude losses from pregnancy or complications thereof. Thus, if a plan provides for 26 weeks of benefits, it cannot provide only 6 weeks for losses due to pregnancy.

**Schedule of Benefits:** Where a plan provides a Schedule of Benefits, the plan may not exclude additional losses due to pregnancy or complications thereof.

**Major Medical:** A plan with Major Medical coverage may not exclude losses due to obstetrics or complications of pregnancy.

**Employee-Dependent Distinction:** A plan may not distinguish, on the basis of sex, between the medical coverage given employees and their dependents. For example, if dependents are eligible for pregnancy benefits, employees must also be granted pregnancy benefits.

**"Family":** When medical insurance is extended to an employees family, "family" must be defined to include the husband of a female employee.

**ARTICLE 43**  
**PRE-JOB CONFERENCE**

It is mutually agreed that the Contractor working in this jurisdiction will have a pre-job conference with the Parkersburg-Marietta Building Trades on all projects totaling \$100,000.00 or more.

**ARTICLE 44**  
**TERMINATION OF AGREEMENT**

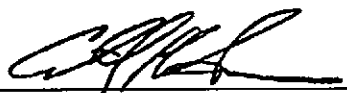
This Agreement shall be effective as of October 1, 2018 and shall terminate on the 30th day of September, 2021.

Should either party desire to terminate or amend the latter date, notice in writing shall be given sixty (60) days prior thereto; otherwise this Agreement shall automatically remain in force for an additional year and continue thereafter from year to year until said notice is given by either party prior to August 1, of any year.

**IN WITNESS THEREOF**, the parties hereto have set their hands the 1st day of October, 2018.


**FOR THE EMPLOYER:**

**PARKERSBURG-MARIETTA  
CONTRACTORS ASSOCIATION, INC.**

By:   
Title: Exec. Director  
Date: 10/1/2018

**FOR THE UNION:**

**CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 175,  
Affiliated with the International  
Brotherhood of Teamsters**

By:   
Title: Secretary Treasurer  
Date: 1-17-2019

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Recording - Secretary

Date: 1-23-19

## APPENDIX "A"

<b>Classifications</b>	<b>10/1/18</b>	<b>10/1/19</b>	<b>10/1/20</b>
Warehousemen, Yardman, Truck helpers, Pick-up, Stationwagons, Panel Trucks, John Deere Gators or similar equipment	\$28.67	\$29.14	\$29.65
Flat Body Material Trucks (Straight Jobs), Dump Trucks (up to 5 cu. yds), Greasers, Washers, Tiremen, Gas Pump Attendants, Mechanic Helpers, Material Checkers & Receivers, Tank Truck (Straight)	\$28.83	\$29.30	\$29.81
Dump Trucks (5 cu. yards & over), Semi-Dump Trucks, Semi-Trailers (whether flat, rack or pole and hauled or pushed by truck or tractors), Agitators or Mixed Trucks (up to 5 cu. yards), Tank Trucks (semi) Monorails	\$28.98	\$29.45	\$29.96
Low Boy Trailers, Winch Trucks, Fork Truck, Distributor Trucks (Front & Bank End), Truck Crane, Agitators or Mixer Trucks (5 cu. yards & over); Hydraulic Tail Gate, Farm Type Tractors	\$29.13	\$29.60	\$30.11
Euclids, Dumpsters, Turnarockers, Ross Carriers, Athey Wagons or similar equipment, A-Frame, Hydrolift, Dual Purpose Trucks	\$29.44	\$29.91	\$30.42
Mechanics	\$29.54	\$30.01	\$30.52
Master Mechanics (3 or more mechanics employed)	\$29.75	\$30.22	\$30.73

## APPENDIX "A"

### Continued

	10/1/18	10/1/19	10/1/20
Health and Welfare <b>(per man hour worked)</b>	\$10.53	\$11.06	\$11.60
Pension <b>(per man hour worked)</b>	\$6.45	\$6.65	\$6.85
Substance Abuse Testing (Education & Development Fund) <b>(per man hour worked)</b>	.10	.10	.10
<b>Deductions</b>			
Construction Advancement Program <b>(per man hour worked)</b>	.05	.05	.05
Building Trades <b>(per man hour worked)</b>	.07	.07	.07
ACT <b>(per man hour worked)</b>	.25	.25	.25

Working Foreman - \$0.75 an hour above the highest rate on job.

Dispatcher - \$0.40 an hour above highest rate of the job.

Double Hitched Equipment shall pay 50% more than the above rates if operated by one driver.

The above increases and wage rates are effective with the first day of the first full payroll week in the month and year of the effective date hereof.

# **Appendix "B"**

## **Teamsters Local 175 Referral Procedure**

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

### **Group A**

All members of the Local Union who have five (5) years' experience in the trade as a Teamster and have been employed for a period of at least one year during the last five years under a collective bargaining agreement between the parties to this Agreement, and who have maintained residence for the past year within the geographical area consisting the normal construction labor market.

### **Group B**

All members of the Local Union who have three (3) years' experience in the trade as a Teamster and have been employed for a period of at least six months during the last three years under a collective bargaining agreement between the parties to this Agreement.

### **Group C**

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

### **Group D**

All members of another Local Union who have one (1) years' experience in the trade as a Teamster and have been employed for a period of at least six months during the last three years under a collective bargaining agreement between the parties to this Agreement.

### **Group E**

All other applicants.

**Health, Welfare &  
Pension Funds:**

Teamsters Trust Fund  
6810 MacCorkle Ave SE  
Charleston, WV 25304

Phone: (304) 925-4181

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**Educational & Development  
Fund:**

Parkersburg-Marietta Contractors & Trades  
Education and Development Fund  
2400 Garfield Ave  
Parkersburg, WV 26101

Phone: (304) 485-6322

**\*\*Contact them for a reporting form and filing information.**

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**Construction Advancement  
Program:**

Parkersburg-Marietta Contractors Association  
2905 Emerson Ave  
Parkersburg, WV 26104

(304) 485-6485

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**Building Trades:**

Parkersburg-Marietta Building &  
Construction Trades  
3100 Dudley Ave  
Parkersburg, WV 26104

Phone: (304) 424-6443

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**(ACT):**

Affiliated Construction Trades  
600 Leon Sullivan Way  
Charleston, WV 25301

Phone: (304) 343-6952