

A G R E E M E N T

between

INDUSTRIAL FIRST, INC.

and

**EXCAVATING, BUILDING MATERIAL, CONSTRUCTION DRIVERS,
RACE TRACK EMPLOYEES, PUBLIC EMPLOYEES, MANUFACTURING,
PROCESSING, ASSEMBLING AND INSTALLER EMPLOYEES,
LOCAL UNION NO. 436**

Affiliated with the International Brotherhood of Teamsters

EFFECTIVE

January 1, 2020 through December 31, 2023

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This Agreement is made and entered into by and between Industrial First, Inc. and the Excavating, Building Material, Construction Drivers, Race Track Employees, Public Employees, Manufacturing, Processing, Assembling and Installer Employees, Local Union #436 of Lake, Geauga, Cuyahoga Counties and Vicinity, affiliated with the International Brotherhood of Teamsters.

ARTICLE 1

RECOGNITION

1. Recognition of Union. The Employer recognizes the Union, it's successors and/or assigns, as the sole and exclusive bargaining agent of all of it's employees within the job classification of truck drivers/warehousemen, in respect to wages hours and all other working conditions.

2. Agreement not to bargain with anyone else. Except as otherwise specifically provided for in this Agreement, the Employer agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any other Labor Organization, Agency, Committee, Group or any other person with respect to wages, hours or any other terms and conditions of employment for and in behalf of it's said employees.

3. Definition of Employee. "Employee" or "employees" as used in this Agreement, are defined as the employees within the job classification of truck drivers/warehousemen.

4. Definition of Employer. The term "Employer" refers to the Industrial First, Inc.

5. Definition of Union. The term "Union" refers to Teamsters Local Union #436 and it's representatives.

ARTICLE 2

UNION SECURITY

1. Union Shop Clause. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union.

ARTICLE 3

CHECKOFF

1. The Employer agrees to deduct from the pay of each and every employee who has individually authorized the same in writing, such monthly union dues and initiation fees as are regularly assessed by the Union, and to remit such monies to the Secretary-Treasurer of the Union. Checkoff should be submitted to the Union on a monthly basis by the 15th of each month; where an employee is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings, or is on leave of absence, the Employer will deduct the employee's dues from his/her next paycheck. The Union will notify the Employer in writing of the amount of any general assessments and certify in that notice that the assessment was adopted in accordance with the constitution and By-Laws of the Union. The Union's Secretary-Treasurer is the only Representative authorized to certify any changes in the amount of dues, initiation fees or delinquency fees. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer with regard to this provision.

2. Working Dues Supplement. In accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(C) of the Labor Management Relations Act, as amended, the Employer, effective January 1, 1998 shall deduct from the wages of each employee who has executed such authorization, twenty five cents (\$.25) per hour for each payroll hour as working dues supplement. Effective January 1, 1999, twenty eight cents (\$.28) per hour, effective January 1, 2000, thirty one cents (\$.31) per hour, effective January 1, 2001, thirty two cents (\$.32) per hour and effective January 1, 2002, thirty five cents (\$.35) per hour.

Effective October 1, 2004 the above thirty five cents (\$.35) working dues supplement shall be reduced to ten cents (\$.10) for each payroll hour worked up to a maximum of 40 hours per week.

Such sums shall be remitted to the Local Union as a working dues supplement and reporting of such sums shall be made in the same manner and on forms provided by the Union. Supplemental dues are in addition to the regular monthly dues.

ARTICLE 4

SENIORITY

Seniority shall be recognized by the Employer only in the event of a lay-off for lack of work. An employee shall acquire seniority through his/her length of service with the employer. In the event of a lay-off, skill, ability and qualifications shall be considered, and if employees qualify under the above three (3) categories, then the least senior employee(s) shall be laid off.

The Employer shall have the right to designate one (1) new hire annually who shall not fall under this Article 4 for a period of six (6) months from his/her date of hire, after which said new hire shall revert to the terms of this Article 4.

All applicants for employment may be required to possess a valid Commercial Drivers License.

ARTICLE 5

STEWARDS

1. Representation. A Union Steward will represent the employees of the Employer for the specific purposes outlined in paragraph 5, below.

2. Alternate. An Alternate Steward will represent the employees whenever the regular Steward is on extended leave of absence or is sick and unable to fulfill his/her job.

3. Union to Notify Employer. The President or Business Manager of the Union will notify the Employer of the name of the Steward and Alternate Steward.

4. Top Seniority For Stewards. Regardless of the length of service, the Steward will be the last employee laid off and the first one recalled, provided he/she is able to perform the work required.

5. Authority of Stewards. The authority of a Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A. Handling of Grievances. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- B. Transmission of Routine Information. 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; (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.
- C. Subject to Discipline. Stewards are subject to the same disciplinary action as any other employee, but may not be discharged or terminated without a hearing between the Union and the Employer.

D. Limitation on Authority. Stewards 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 on the authority of Stewards, 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 discharge, in the event the Steward has taken unauthorized strike action, slowdown, or stoppage, in violation of this Agreement.

2. Rate of Pay. A Steward shall receive twenty-five cents (.25) per hour above his/her prevailing classification rate while holding office as Steward.

ARTICLE 6

GRIEVANCE, DISPUTES, ARBITRATION

1. Grievance Steps. The parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or grievances (collectively referred to as grievances) arising between them, involving questions of interpretation or application of the terms and provisions of this Agreement, solely through the following procedures;

Step One: If an employee has a grievance he/she shall first attempt to settle it by submitting it orally to his/her supervisor within not more than fifteen (15) days of the event which gave rise to the grievance.

Step Two: If the grievance is not resolved in Step One, the grievant shall immediately put it in writing, date it and submit it to his/her Union Steward, who will meet with the Employer's representative not later than three (3) work days after the submission of the grievance to the Steward. The Employer shall submit its written answer to the Union within five (5) work days from the meeting between the Employer's representative and the Union Steward.

Step Three: If the Employer's answer in Step Two does not resolve the grievance, the Union Steward may refer the grievance to the Business Representative of the Union and to the Personal Director of the Employer (or his designated representative), but not later than three (3) work days from the date of the Employer's Step Two answer. The Employer shall submit its written answer in Step Three to the Union within five (5) work days from the date of the meeting.

If a grievance is not presented to the Employer within the period of fifteen (15) days of the event giving rise to it, the grievance will be automatically dismissed.

2. **Arbitration.** Either party may appeal to arbitration by written notification to the other party within not more than thirty (30) days from the date of the Employer's written answer to the Third Step grievance meeting. The written notification must give the reasons for the appeal, and demand the grievance be submitted for arbitration. If no timely appeal is filed, the grievance will be considered settled on the basis of the Employer's last written answer to the grievance and shall not be subject to further appeal.

If the grievance is appealed to arbitration, the parties shall select an arbitrator within five (5) calendar days after the filing of the demand for arbitration, and if they are unable to select an arbitrator, one shall be appointed upon written request by either party through the auspices and under the procedures of the American Arbitration Association. The written request to the American Arbitration Association must be made no later than eight (8) calendar days after the date of the original demand for arbitration.

If either party fails to timely submit a grievance to arbitration, the grievance shall be deemed resolved against the charging party.

If either party fails to cooperate in the selection of an arbitrator the grievance shall be deemed resolved against the party failing to cooperate.

When the arbitrator has been selected, the arbitration shall proceed under the rules of the American Arbitration Association. The actual cost of the arbitration shall be borne by the losing party.

The arbitrator shall be guided by this Agreement in reaching his/her decision, and shall not be empowered to add to, subtract from, or modify this Agreement in any manner in reaching his/her decision. The arbitrator shall have jurisdiction and ability only to interpret, apply, or determine compliance with the provisions of this Agreement. In the case of a discharge or disciplinary layoff, the arbitrator shall have the power to return the grievant to his/her employee status with or without restoration of back pay, or mitigate the penalty as may be equitable.

The decision of the arbitrator shall be final and binding upon both parties and upon all affected employees.

If the grievance is a Union or Employer grievance, or a discharge, either party may avail itself of the grievance procedure and the arbitration provision, and in such event shall initiate its actions commencing with Step Three of the grievance procedure.

The grievance procedure and the arbitration provisions of this Agreement are the sole methods available to the parties for settling of any complaints, disputes, differences or controversies arising between them or any employee and Employer; it is agreed that the employees covered by this Agreement shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to the invocation of the grievance procedure or arbitration.

ARTICLE 7

HOURS AND OVERTIME

1. Work Day. Eight (8) hours will constitute a normal days work. An employee will be paid at the rate of one and one-half (1-1/2) times his/her straight time hourly rate for all hours worked over and above eight (8) in any one day, Monday through Friday. Also, an employee shall be paid at the rate of two (2) times his/her straight time hourly rate for all hours worked over and above twelve (12) in any one day, Monday through Friday.

2. Work Schedule. The Employer will notify all employees and the Steward of the time of day to report to work. The Employer will also notify all employees and the Steward at the close of the days work as to any change of time in reporting for work on the following day.

3. Saturday Work. All employees will be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked on Saturday. Also, all employees will be paid at the rate of two (2) times their regular hourly rate for all hours worked over and above ten (10) on Saturday.

4. Sunday Work. All employees will be paid at the rate of two (2) times their regular straight time hourly rate for all hours worked on Sunday.

5. Minimum Hours. If the Employer puts an employee to work on a Saturday or Sunday, the employee will receive a minimum of four (4) hours pay at his/her rate for that day.

6. Reporting Pay. Employees who report for work at the start of their regular shift without having been previously notified not to report shall receive a minimum of two (2) hours pay at their regular straight time hourly rate if no work is done. If the Employer puts an employee to work, he/she will be guaranteed a minimum of eight (8) hours pay at his/her regular straight time hourly rate. If a truck driver finishes his/her truck driving duties in less than the normal eight (8) hour guaranteed shift, Monday through Friday, the Employer may require said driver to do other work to complete the eight (8) hour guaranteed shift.

7. Call In. Any unscheduled work an employee is called for, he/she shall be a paid a minimum of four (4) hours pay at the applicable rate for that day.

8. The Employer shall assign any and all overtime work to employees, including weekend work.

ARTICLE 8

DISCIPLINE

The employer shall use the following progressive warning system in regards to minor infractions committed by bargaining unit members:

- | | |
|--------------------------|---|
| 1 st Offense- | Written Warning |
| 2 nd Offense- | Written Warning, three day suspension without pay. |
| 3 rd Offense- | Written Warning, disciplinary action up to and including discharge (at the discretion of the Employer). |

It is understood that the Employer will send a copy of all warnings to the Union.

On January 1st, in each year of the Collective Bargaining Agreement, warnings issued in the previous contract year shall cease to have cause and effect.

ARTICLE 9

JOB ASSIGNMENT

Jobs shall be assigned in the following manner.

1. To the most qualified person or persons to a project, (based on ability, talent and attitude).
2. Customer request for an employee(s).

ARTICLE 10

STARTING TIME

The Employer will assign employees starting times.

ARTICLE 11

UNION RIGHT TO DIVERT FROM WAGES

The Union reserves the right to divert any part of wages as a contribution to the Pension and Welfare Fund programs.

ARTICLE 12

RESTRICTIONS ON WORK

Bargaining unit employee covered under this Agreement are the only employees permitted to do bargaining unit work, unless circumstances beyond the Employer's control dictate otherwise.

ARTICLE 12 A

TIME CLOCK

The Employer will have a time clock in the warehouse for registering the time of each employee. Each employee must punch his/her own time. The Employer will keep these time cards on file for a period of one (1) year.

ARTICLE 13

NO STRIKE - NO LOCKOUT

The Union agrees that during the term of this Agreement, it will not engage in any strike, work stoppage, or impeding of work, and that if the employees, or any of them, engage in any such strike, work stoppage, or impeding of work, the Union shall seek by every possible means to bring about an immediate resumption of work. If the Union takes such immediate action, the Employer will not file suit in court for breach of contract against the Union for a period of three (3) days after it has given the Union written notice of the strike or work stoppage, and the hearing thereof shall not occur before ten (10) days following the Employer's notice to the Union. The Union agrees that if, after forty-eight (48) hours have elapsed after the commencement of the strike, it has been unable to secure such resumption of work, the Employer shall have the right to discharge or otherwise discipline any employee who participates in such work stoppage. Proven participation by an employee in such a strike shall constitute good and sufficient reason for a discharge or discipline. However, such employee or employees shall have recourse to the grievance procedure hereinafter set forth as to the fact of such participation, provided his/her or their complaints are made in writing to the Employer within seventy-two (72) hours after the Employer order of discharge or discipline.

The Employer agrees that during the period of this Agreement, it will not lock out it's employees.

Nothing herein shall in any way prevent or militate against the Union from its right to strike following the expiration of the period of this Agreement.

ARTICLE 14

WAGES

A. All employees shall receive the following general wage increases on the effective dates stated below:

<u>Effective 1/1/2020</u>	<u>Effective 1/1/2021</u>
No Increase	\$.60 per hour
<u>Effective 1/1/2022</u>	<u>Effective 1/1/2023</u>
\$.60 per hour	\$.60 per hour

Truck Drivers/Warehousemen:

<u>Effective 1/1/2020</u>	<u>Effective 1/1/2021</u>
\$ 29.35 per hour	\$ 29.95 per hour
<u>Effective 1/1/2022</u>	<u>Effective 1/1/2023</u>
\$ 30.55 per hour	\$ 31.15 per hour

B. The Company shall provide a clothing/Boot allowance of \$250.00 to be paid by February 1st in each year of the contract.

ARTICLE 15

HOLIDAYS

1. An employee who does not work on the following holidays (whether or not they fall on Saturday or Sunday) shall be paid holiday pay equal to eight (8) hours at his/her straight time hourly rate.

New Years Day
Decoration Day
Fourth of July
One (1) Personal Day

Labor Day
Thanksgiving Day
Christmas Day

2. An employee who works on a holiday specified above shall receive two (2) time his/her straight time hourly rate for all hours worked on the specific holiday, with a guaranteed minimum of four (4) hours, plus the eight (8) hours of holiday pay.

3. To be eligible to receive holiday pay, an employee who is laid off must have worked his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday.

4. An employee shall receive holiday pay for a holiday which falls in his/her vacation in addition to his/her regular vacation pay.

5. If Christmas Day or New Years Day falls on Saturday the Employer shall observe them on the preceding Friday. If Christmas Day or New Years Day falls on Sunday, the Employer shall observe them on the following Monday. An employee must give the Employer twenty four (24) hour notice that he/she wishes to take his/her Personal Day.

ARTICLE 16
VACATIONS

1. Vacations shall be granted to employees upon the following basis:

**Employees who have worked
for the Employer**

**Receive Vacation and
Vacation pay of**

One (1) Year

One (1) week - 40 hours

Two (2) Years

One (1) week and One (1) day- 48 hours

Three (3) Years

One (1) week and two (2) days-56 hours

Four (4) Years

One (1) week and three (3) days-64 hours

Five (5) Years

One (1) week and for (4) days-72 hours

Six (6) Years

Two weeks- 80 hours

All employees who were on Shippers Highway Express, Inc.'s payroll and consequently were offered employment with Industrial First, Inc. and accepted such employment, those employees shall be entitled to three (3) weeks of vacation with pay per year.

2. Vacations shall be scheduled at the convenience of both the employee and the Employer, unless other arrangements satisfactory to both are agreed upon, such as if the Employer agrees, the employee may elect to work rather than take his/her vacation and receive his/her vacation pay in addition to his/her regular pay. Vacations shall be arranged in such a manner as not to cripple the service of the Employer. Vacations shall be earned if the employee worked a minimum of fifteen (15) days in each month of the preceding eleven (11) months. It is specifically understood that absence for sickness, accident and layoffs for lack of work shall not be counted against the employee.

3. If an employee is discharged for just cause his/her vacation pay will be forfeited unless, at the time of discharge, he/she had earned and qualified for a vacation and vacation pay in the year he/she was discharged.

4. Pro-rata vacation pay and all unpaid holidays will be payable to an employee who retires or who becomes permanently and totally disabled.

ARTICLE 17

FUNERAL PAY

In the event of a death in the immediate family of an employee who has completed his/her probationary period, he/she will be excused for time lost from his/her scheduled work for three (3) scheduled days (eight (8) hours each day) with pay at his/her regular straight time hourly rate for the purpose of attending the funeral or making funeral arrangements. Immediate family is defined specifically as: (1) the employee's parents, spouse, child, brother, sister, or grandparents; and (2) the parents, brother, sister or grandparents of the employee's spouse.

ARTICLE 18

NEW SHIFT NOTIFICATION

If the Employer starts a bonafide second (2nd) or third (3rd) shift, it will notify the Union. The Employer also agrees that it will sit down with the Union at that time and discuss shift premium pay.

ARTICLE 19

DRIVERS DUTIES AND QUALIFICATIONS

A truck driver must possess a valid state of Ohio C.D.L. drivers license and be able to efficiently operate the Employer's trucks. His/her duties shall be to make the deliveries to customers beyond the Employer's property, to load and unload his/her truck, and to perform such other general duties as are required by his/her job. However, no driver will be required to load or unload his/her truck if the material being handled is too heavy or it's considered unsafe for one person to load or unload without the aid of a helper or a piece of equipment or both, if necessary. If a driver is unable to make a delivery because of no access to the delivery point, the driver will not be held accountable for the customers failure to provide said access.

ARTICLE 20

VIOLATION OF TRAFFIC REGULATIONS

The Employer will not require any driver to violate any law where he/she may get his/her license marked or revoked. The Employer will pay all court costs, fines and drivers lost time wages where such costs are incurred by Employer overloading or operating defective equipment.

Traffic Violations caused by the employee will be paid for by the Employee through payroll deduction. (Example- red lights, speeding and unsafe load not secured by employee).

ARTICLE 21

LEAVE OF ABSENCE

The Employer may grant the employee a leave of absence for good cause, but not to exceed a period of one (1) year.

ARTICLE 22

SAFETY

1. The Employer, at all times shall provide for the safety and health of its employees while at work. Safety devices shall be supplied by the Employer as required. Trucks will be equipped with the safety appliances prescribed by law. An employee will report any defective equipment to the Employer at once and in writing, with a copy to the Union Steward. Employees, shall at all times, abide by the Employer's safety procedures. If an employee reports an unsafe condition and receives no consideration from the Employer, the Union representative will take the matter up with the Employer.

2. Safe Vehicles. The Employer shall not require its employees to take out on the streets or highways any vehicle that is not in a safe operating condition. All trucks shall be equipped with heaters and defrosters and they shall be in good working condition.

3. Accidents on the Job. An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. Employees must immediately notify their supervisor of any injury or accident.

4. Accident Procedure for Truck Drivers. An employee involved in any accident shall immediately report the accident and any physical injury sustained. When required by the Employer, the employee will make out an accident report, in writing, on forms furnished by the Employer and will turn in all available names and addresses of witnesses to the accident.

ARTICLE 23

INDIVIDUAL TRUCK OPERATORS

The Employer must put all its trucks into operation before it hires any additional truckers.

ARTICLE 24

NO PIECE WORK

No employee shall be required to perform piece work, lump work or take any work by contract.

ARTICLE 25

NO DISCRIMINATION

It shall be the policy and practice of the Employer to provide equal employment opportunity to all persons without regard to race, color, religion, sex, national origin or age as defined in applicable federal and state laws. This includes hiring, assigning, training, promotions, transfers, terminations, compensation, employee benefits and all other conditions of employment.

ARTICLE 26

STRUCK WORK

It shall not be a violation of this Agreement and it shall not be cause for discharge of disciplinary action if any employee refuses to perform a service which, but for the existence of a controversy between a Labor Union and any other Employer (whether party to this Agreement or not), would be performed by the employees of such other Employer.

ARTICLE 27

PROTECTION OF RIGHTS

1. It shall not be a violation of this Agreement, not withstanding any other provision of this Agreement, and shall not be cause for discharge or disciplinary action, if an employee:

A. Refuses to enter upon any property of the Employer involved in a lawful primary labor dispute or refuses to go through or to work behind any lawful primary picket lines at the Employer's place of business.

B. Refuses to go through or work behind any picket line at the places of business of any other Employer where the employees of such Employer are engaged in a strike ratified or approved by the Union of such employees whom such employer is legally required to recognize.

ARTICLE 28

PHYSICAL EXAMINATION

Where the Employer requires and employee to take a physical examination, the Employer will pay for such examination, including the employees time in taking the examination. Where a physical examination is required by the state or federal authorities, the Employer will pay for the examination, but the employee must take it on his/her own time.

ARTICLE 29

WEEKLY PAY

Employees will be paid weekly.

ARTICLE 30

LUNCH

Employees will be entitled to a one-half (½) hour unpaid lunch break.

ARTICLE 30 A

If an employee works more than twelve (12) hours in one day, he/she will be entitled to an additional twenty (20) minute lunch break.

ARTICLE 31

EMPLOYEE RIGHTS

It is understood by and between the parties of this Agreement that nothing in this Agreement shall directly or indirectly affect, change or nullify any rights of any employee in the bargaining unit or obligation of the Employer covered hereunder which the employee or the Employer has or enjoys under the Labor-Management Relations Act of 1947 as amended (Taft-Hartley), or the Labor Management Reporting and Disclosure Act of 1959. The exercising of any such right by a individual covered hereunder shall not be cause for disciplinary action, but this shall not authorize or require any employee or Employer to violate any State or Federal Law.

ARTICLE 32

INVALID CONTRACT PROVISIONS

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; all other provisions of this Agreement not affected by the court decision shall remain in full force and effect.

ARTICLE 33

FIRST AID, SANITARY CONDITIONS, WORKERS COMPENSATION LAWS

The Employer agrees to provide first aid facilities for the employees and to comply with all state and federal laws and statutes pertaining to the Worker's Compensation Law of Ohio, Unemployment Insurance and other Social Security Acts.

The Employer must provide the necessary sanitary conveniences properly secluded inside the shop for all employees. This will be strictly enforced, but the Employer must have the cooperation of the employees to keep the conveniences sanitary.

ARTICLE 34

ARMED SERVICES

Members of the Union who leave the employment of their Employer to enter any of the Armed Services of the United States will be reinstated upon their return from such service, in accordance with the provisions of the Universal Military and Service Act.

ARTICLE 35

SEVERANCE PAY

If the Employer terminates it's facility or any operation of the facility, resulting in the permanent loss of employment to some or all of it's employees, it agrees to pay prorated vacation pay and pay for any of the holidays listed in this Agreement which have occurred prior to the termination of the Employer's operation.

The parties agree that in the event the Employer sells, transfers, leases, encumbers or hypothecates it's business, in whole or in part, or in any manner or means causes the same to be done during the term of this Agreement, the successor shall recognize the Union as the bargaining representative of it's employees, and the Employer shall take such steps as are necessary and/or proper to implement the intent of the parties hereto.

ARTICLE 36

OHIO D.R.I.V.E.

The Employer agrees to make the necessary deduction for all employees covered by this Agreement who choose to participate in the OHIO D.R.I.V.E. Program.

OHIO D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO D.R.I.V.E. on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees Social Security number and the amount deducted from the employees paycheck.

ARTICLE 37

CREDIT UNION

The Employer agrees to deduct from the pay of each employee who has individually authorized the same in writing such payments and in such amounts specified by the employee (but not more frequently than once a month) and remit the same to the duly authorized office of the Ohio Teamsters Credit Union.

ARTICLE 38

SUMMER HELP

The term "summer help" shall mean and include only persons who are attending high school, college or other advanced educational institutions on a full-time basis. Such person may be employed as "summer help" only for the period beginning immediately after the commencement of the summer recess from school and shall terminate immediately upon the date upon which classes resume. Should any person hired as "summer help" remain in the employment of the Employer after classes resume, then, and in that event, such person shall not be considered as "summer help" retroactively to the date upon which their employment commenced. The Employer is not required to make contributions to the Welfare Fund or to the Pension Fund for "summer help" unless any such person originally classified as "summer help" remains in the employment of the Employer after the resumption of classes, in which case the Employer shall be required to make all Welfare Fund and Pension Fund contributions for and on behalf of said individual, retroactively to the date upon which said individual was first hired. It is understood that "summer help" can only be utilized if all bargaining unit employees of the Employer are fully employed. Notwithstanding the definition herein above set forth, the persons engaged as "summer help" shall be so engaged only from the period commencing May 1st of any year and ending September 31st of the same year. Employment of any such person as "summer help" prior to May 1st of said year or after September 31st of said year, shall immediately cause such person to be reclassified as non-summer help, and contributions shall be required to be made from the date such person was hired, in the same manner as provided for with respect to other employees.

ARTICLE 39

WELFARE FUND

1. The Employer recognizes that a Welfare Fund, known as "Excavating and Building Material Drivers, Local #436 Welfare Fund (Welfare Fund) exists by reason of an Agreement between the Union and various Employers and by reason of a Declaration of Trust establishing the Welfare Fund. The Employer further recognizes that the Welfare Fund is held and administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees, and is used to provide:

- A. for the payment of sick and non-industrial accident benefits; and
- B. for the payment of medical expenses; and
- C. for the payment of hospitalization expenses; and
- D. Such other benefits as may be agreed upon by the Board of Trustees of the Welfare Fund.

2. A. For each employee who receives pay for work during any calendar week, Monday through Sunday, the Employer will pay into the Welfare Fund the following contributions:

Effective January 1, 2020, the employer shall contribute \$ 8.10 per hour on all hours worked for each employee covered under the Teamsters Local 436 Health and Welfare Plan.

Effective January 1, 2021, To be determined by the Board of Trustees.

Effective January 1, 2022, To be determined by the Board of Trustees.

Effective January 1, 2023, To be determined by the Board of Trustees.

B. If the cost of benefits under the Welfare Plan in effect as of January 1, 2021 are increased, the Employer shall pay for said increase, up to a maximum total of \$.45 per hour.

If the cost of benefits under the Welfare Plan in effect as of January 1, 2022 are increased, the Employer shall pay for said increase, up to a maximum total of \$.45 per hour.

If the cost of benefits under the Welfare Plan in effect as of January 1, 2023 are increased, the Employer shall pay for said increase, up to a maximum total of \$.45 per hour.

If benefits are increased over and above \$.45 per hour, that increase shall be diverted from wages.

C. Employer will make its payments monthly on or before the fifteenth (15th) day of the month for the preceding month.

D. Employer will make its checks covering each payment payable to "Excavating and Building Material Drivers, Local #436 Welfare Fund", and will attach a statement showing the name of each employee for whom payment has been made.

E. No payment will be made on behalf of any employee who has been given a withdrawal card by the Union.

F. If comparable benefit programs are available to the Board of Trustees of the Welfare Fund at lesser costs, Employers shall have the right to make information on those programs known to the Chairman and members of the Board of Trustees of the Welfare Fund, and to substitute such programs for its member employees in place of and instead of any further contributions to the Welfare Fund, provided Employers give the Welfare Fund and the Union not less than sixty (60) days written notice of its intentions.

G. The Welfare Fund shall promptly submit to each contributing employer copies of the monthly and quarterly reports prepared by its accountants and copies of its annual audited reports prepared by its auditors.

H. No contribution will be made for temporary and summer help.

I. The Employer shall appoint at least two (2) representatives and two (2) alternates who shall not be entitled to vote unless the Trustees designated by the Employers is absent, as a member of the Board of Trustees of the Welfare Fund.

3. Either the Union or the Welfare Fund shall have the right to enforce the provisions of this Article by suit, either at law or equity or both, and at reasonable times to inspect such of Employer's payroll records as may be necessary to determine compliance with this Article. Either the Union or the Fund will submit periodic written reports to Employer on its financial status, and as to any material changes in its benefit program or regulations.

4. Employer shall not have any duty or responsibility either to the Union, to the Board of Trustees, to any employee covered by this Agreement, or to any inquiry into, or be in any way responsible for, the application, use, or disposition of any payment, or any action of the Board of Trustees with respect to the Welfare Fund or the payments made by the Welfare Fund.

5. If an Employer fails to pay the contributions provided for in paragraph 2A, above, to the Welfare Fund on or before the last day of the month in which payment was due for the preceding month, the Union shall deem the delinquency to be a violation of this Agreement and will enforce the Employer's contractual obligation to make contributions to the Welfare Fund by such means as it deems necessary; provided however, that the Welfare Fund shall provide thirty (30) days written notice to the Employer prior to suspension of benefits of member employees or beneficiaries; and provided further, the Union shall provide fifteen (15) days prior written notice of its intent to strike. Such strike action against an Employer under this Article shall be an exception to and not violative of the restrictive provisions of Article 13 of this Agreement. In the event strike action is taken under this Article, the Employer shall be liable for wages lost by employees participating in or affected by such strike.

6. Employer agrees that it is a party to the Agreement and Declaration of Trust establishing the Health and Welfare Fund, and agrees to be bound by the actions of the Board of Trustees of said Funds pursuant to said Agreement and Declaration of Trust. It is expressly understood that; (1) at no time during the term of this Agreement shall the Employer's obligations for payment into the Fund exceed the amounts set forth in Paragraph 2A of this Article; and (2) Employer's liability for payments to the Welfare Fund shall not be subject to the arbitration and grievance procedure of this Agreement. Employer shall be liable for all costs incurred in collecting payments hereunder, together with attorney's fees and such delinquency expenses as may be assessed by the Trustees of the Welfare Fund.

7. This Article shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that Employer or any part hereof is sold, leased, or transferred, or is taken over by assignment, receivership, or bankruptcy proceedings, the successors shall be bound by the terms and conditions of this Article for the life hereof. Employer shall give notice of the existence of this Article to any purchaser, transferee, lessee, assignee, or other successors in interest. Such notice shall be in writing with a copy to the Trustees of the Welfare Funds, not later than ten (10) days prior to the effective date of the transaction. Employer agrees that its failure to notify its successors and the Trustees of the Welfare Fund will operate to continue its obligations under this Article.

ARTICLE 40

PENSION FUND

1. The Employer recognizes that a Pension Fund, known as the "Excavating and Building Material Drivers, Local #436, Pension Fund" (Pension Fund) exists by reason of an Agreement between the Union and various Employers and by reason of a Declaration of Trust establishing the Pension Fund.

2. For each employee who receives pay for work during any calendar week, Monday through Sunday, the Employer will pay into the Pension Fund the following contributions:

Effective January 1, 2020, the employer shall contribute \$10.05 per hour for all hours worked.

If the cost of benefits under the Pension Plan in effect as of January 1, 2020 is increased, during the duration of this contract the Union may divert the amount of such increase from wages.

The Employers shall appoint at least two (2) representatives and two (2) alternates who shall not be entitled to vote unless the Trustees designated by the Employers is absent as a member of the Board of Trustees.

3. Employer will make its payments monthly on or before the 15th day of the month for the preceding month.

4. Employer will make its checks covering each payment payable to "Excavating and Building Material Drivers, Local #436, Pension Fund", and will attach a statement showing the name of each employee for whom payment has been made.

5. Either the Union or Pension Fund shall have the right to enforce the provisions of this Article by suit, either at law or equity or both, and at reasonable times to inspect such Employer's payroll records as may be necessary to determine compliance with this Article. Either the Union or the Fund will submit periodic written reports to the Employer as to its financial status and as to any material changes in its benefit or funding programs.

6. Employer shall not have any duty or responsibility either to the Union, to the Board of Trustees, to any employee covered by this Agreement, or to any employer to inquire into, or be in any way responsible for, the application, use, or disposition of any payment, or any action of the Board of Trustees with respect to the Pension Fund or the payments made to the Pension Fund.

7. The Pension Fund shall continue to be a trusteed plan administered by joint trustees appointed by the Employers and the Union, and shall conform with all provisions of State and Federal law applicable thereto.

8. It is understood that the Pension Plan is approved by the Internal Revenue Service under the applicable provisions of the Internal Revenue Code as entitling each participating employer to deduct its contributions to the Pension Fund as business expenses in computing its tax liability and that such contributions shall not constitute a part of the regular wage rate under the Federal Wage and Hour Law.

9. If the Employer fails to pay the contributions provided for in paragraph 2, above, to the Pension Fund on or before the last day of the month in which payment was due for the preceding month, the Union shall deem the delinquency to be a violation of this Agreement and shall enforce the Employer's contractual obligation to make contributions to the Pension Fund by such means as it deems necessary; provided however, that the Pension Fund shall provide thirty (30) days written notice to the Employer prior to suspension of benefits of member employees or beneficiaries; and provided further, the Union shall provide fifteen (15) days prior written notice of its intent to strike. Such strike action against the Employer under this Article shall be an exception to and not violative of the restrictive provisions of Article 13 of this Agreement. In the event strike action is taken under this Article, the Employer shall be liable for wages lost by employees participating in or affected by such strike.

10. Employer agrees that it is a party to this Agreement and Declaration of Trust establishing the Pension Fund, and agrees to be bound by the actions of the Board of Trustees of said Fund pursuant to said agreement and Declaration of Trust. It is expressly understood that: (1) at no time during the term of this Agreement shall Employer's obligations for payments into the Fund exceed the amounts set forth in paragraph 2 of this Article; and (2) Employer's liability for payments to the Pension Fund shall not be subject to the arbitration and grievance procedure of this Agreement. Employer shall be liable for all costs incurred in collecting the payments hereunder, together with attorney's fees and such delinquency expense as may be assessed by the Trustees of the Pension Fund.

11. This Article shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that Employer or any part thereof is sold, leased, or transferred or is taken over by receivership, or bankruptcy proceedings, the successors shall be bound by the terms and conditions of this Article for the life hereof. Employer shall give notice of the existence of this Article to any purchaser, transferee, lessee, assigns, or other successors in interest. Such notice shall be in writing with a copy to the Trustees of the Pension Fund, not later than ten (10) days prior to the effective date of the transaction. Employer agrees that its failure to so notify its successor and the Trustees of the Pension Fund will operate to continue its obligations under this Agreement.

12. The Pension Fund shall promptly submit to each contributing employer copies of the monthly and quarterly reports prepared by its accountants and a copy of its annual audited reports prepared by its auditors.

ARTICLE 41

DRUG FREE WORK PLACE

The Employer insists on a drug free environment in the work place, to assure the safety and health of all employees. All employees shall be required to adhere to the safety and drug policies of Industrial First, Inc., it's customers policies and the construction industry substance abuse program. Employees are also required to attend all non-paid safety and drug training meetings.

ARTICLE 42

EXPIRATION AND RENEWAL

1. This Agreement shall become effective as of **January 1, 2020** and shall remain in full force and effect until midnight **December 31, 2023**, and shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to **December 31, 2023**, or the anniversary of any subsequent December 31st, either party shall give the other written notice of its desire to terminate this Agreement, in which event this Agreement will terminate at midnight on December 31st in the contract year in which such notice is given. Upon execution of this Agreement all pending unfair labor practice charges, litigation and/or other disputes between the parties shall be withdrawn and dismissed with prejudice.

2. In the event of an inadvertent failure by either party to give notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

In Witness Whereof, Industrial First, Inc. and the Excavating, Building Material, Construction Drivers, Race Track Employees, Public Employees, Manufacturing, Processing, Assembling and Installer Employees, Local Union #436, of Lake, Geauga, Cuyahoga Counties and Vicinity, affiliated with the International Brotherhood of Teamsters, on behalf of it's officers, agents and members, have executed this Agreement at Cleveland, Ohio as of this 1st day of January, 2020.

INDUSTRIAL FIRST, INC.

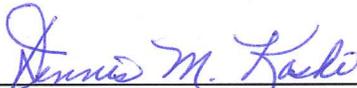
TEAMSTERS LOCAL #436



Carmen Santamaria, President



John M. Fortesque, President



Dennis M. Kashi, Sec. Treas.