

2010-2013
OHIO HIGHWAY - HEAVY
STATE AGREEMENT

Between
THE LABOR RELATIONS DIVISION
of the
OHIO CONTRACTORS ASSOCIATION



and
OHIO CONFERENCE OF TEAMSTERS
OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA



Effective
May 1, 2010 to April 30, 2013

EMPLOYERS

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1. This **AGREEMENT** is entered into 1st day of May, 2010, by and between **THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION**, as the recognized state wide bargaining representatives of its duly recognized members, hereinafter referred to as the “Contractors,” and Heavy and Highway Construction Negotiating committee of the **OHIO CONFERENCE OF TEAMSTERS** of the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the “Union.”

2. It is specifically understood that the said Labor Relations Division of the Ohio Contractors Association, and the Heavy and Highway Construction Committee are acting solely as negotiating representatives for their respective members subscribing hereto and that said Labor Relations Division and Heavy and Highway Construction and Building Construction Negotiating Committee shall not be liable hereunder for any reason whatsoever, including but not limited to any acts of their subscribing members.

3. It is further agreed and understood that the liability of the Contractor subscribing hereto and the Local Union sub-cribing hereto shall be several and not joint.

ARTICLE I PURPOSE

4. The purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Contractors may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by lockouts, strikes or other labor troubles.

ARTICLE II SCOPE OF AGREEMENT

5. Highway/Heavy construction shall include construction, modification, additions or repairs of roads and streets and construction incidental thereto; alleys, guardrails, landscaping, fences, parkways, parking areas, parking lots, airports, cofferdams, retention ponds, walking and bicycle paths, bridle paths, athletic fields, highway bridges, grade separations involving highways, sewers, water lines and underground utilities incidental to the above defined construction. Airports as used herein shall mean airports and flight strips, grading, drainage and paving exclusive of building construction.

5a. This Agreement shall govern all forms of construction work which the Contractor performs in the State of Ohio and which comes within the jurisdiction of the Ohio Conference of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and shall apply solely to employee employed directly and exclusively in construction. This work shall include one ton trucks with flat bed or dump bodies used exclusively for distribution of construction materials with in the job site. This shall not include trucks used incidental to a crew's operation.

6. This Agreement shall not apply to pick-up trucks assigned by the Contractor to engineering or technical employees, clerical employees, timekeepers, superintendents, assistant superintendents, supervisors in charge of any classes of Labor or any supervisory personnel, and shall not apply to trucks used in greasing or repairing heavy equipment. ("Greasing" or "repairing" as used in this paragraph shall not be construed to include fuel trucks).

ARTICLE III DEFINITIONS

7. This Agreement shall not apply to the employees of material men and suppliers or any transportation agency engaged in making delivery of materials or supplies to, on or from the site of construction.

8. Construction work is defined as including all forms of construction site work coming under the jurisdiction of the Ohio Conference of Teamsters, Ohio HIGHWAY/HEAVY STATE DIVISION and/or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

8a. The word "Local Union" as used herein shall mean any local union affiliated with the Ohio Conference of Teamsters and which has given its Power of Attorney to the "Union," aforesaid, and which shall be bound by the terms and conditions of this Agreement as negotiated by the "Contractor," aforesaid and the "Union."

8b. The word "Contractor" as used herein shall mean any contractor which has given its Power of Attorney to the "Contractors" aforesaid, and which shall be bound by the terms and conditions of this Agreement as negotiated by the "Union," aforesaid, and "Contractor."

9. Employees shall not include engineering or technical employees, clerical employees, timekeepers, superintendents, assistant superintendents, supervisors in charge of any classes of labor, nor any

supervisory personnel, but shall include all other persons employed by the Contractor in the performance of any of the various classifications of work covered by this Agreement.

10. The term “owner-operator” includes a person or persons who own their own pieces of equipment and hire out said equipment to the Contractor for the performance of bargaining unit work herein. The term driver of leased equipment includes an “owner-operator” and a driver of equipment owned by another person who hires out or leases one or more pieces of equipment to the Contractor for the purpose of performance of bargaining unit work herein. If he or she is an employee of the contractor.

The performance of bargaining unit work defined by the scope of this Agreement for the contractor by an owner operator or driver of leased equipment shall be governed by the provisions of this Agreement.

10a. The contractor agrees the owner-operator as defined in paragraph 10 shall be covered by Article XII and Article XIII of this Agreement, provided the owner-operator signs a letter of intention.

ARTICLE IV CONDITIONS OF EMPLOYMENT

11. The Contractor agrees that in the employment of Teamsters to perform work within their jurisdiction under this Agreement he will not discriminate against applicants because of membership or non-membership in the Union.

11a. It is the policy and practice of both the Contractor and the Local Union to provide Equal Employment Opportunity to all person 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, termination, compensation, employee benefits, and all other conditions of employment.

11b. Any and all claims regarding equal employment opportunity provided for under this agreement or under any federal, state or local fair employment practices law shall be addressed by an individual employee or the union under the grievance and binding arbitration provision of this agreement.

12. The Contractor recognizes and acknowledges the Ohio Conference of Teamsters of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of its various member locals, as the sole representative of all employees in

the classification of all work under its jurisdiction covered by this Agreement, for the purposes of collective bargaining. The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association, as the sole bargaining agents for work as defined herein for the State of Ohio.

13. Subject to the provisions and limitations of the National Labor Relations Act, as amended, it shall be a condition of employment that all employees of the Contractor 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 eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Local Union for the duration of the Agreement.

14. Nothing contained in this ARTICLE shall be construed as requiring the Contractor or the Union to violate any applicable laws.

15. When the Contractor needs additional employees, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants. The Contractor shall not be required to hire the applicants referred by the Local Union, except when working within the jurisdiction of Local 505, Huntington, West Virginia.

16. Exclusive of Saturdays, Sundays, and holidays, within seventy-two (72) hours of receipt of written notice from the Local Union, the Contractor shall discharge any employee who fails to become or is not a member of the Local 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 payment of dues and initiation fee, as above provided, shall be similarly discharged by the Contractor.

17. The Contractor shall notify the Local Union (by post card furnished by the Local Union) of all newly hired employees and owner-operators, within eight (8) days after hire. Concurrent with the effective date of this Agreement, new hires will come under the jurisdiction of the State Agreement between the Labor Relations Division of the Ohio Contractors Association, and the Ohio Conference of Teamsters of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America.

18. The Contractor agrees to deduct Local Union dues and the original initiation fee for any employee who voluntarily and individually

authorizes the deduction. It is understood that since this Agreement covers the State of Ohio, and jurisdiction of more than one Local Union whose membership dues and initiation fees may differ, each Local Union covered by this Agreement will furnish to the employees proper payroll-deduction authorization in conformity with Federal and State laws and upon receipt of the authorizations properly signed by the employee, the Contractor will make the required deductions. The deductions will be paid to the Local union having proper jurisdiction of the work and the employees covered by this Agreement.

Contractor Dues

18(a). Each Employer bound by this Agreement shall pay for the Contractors Construction Association dues fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Ohio Contractors Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.

Industry Fund

18(b). Each Contractor bound by this Agreement shall pay the Ohio Construction Information Association fund for five cents (\$.05) per hour for each hour worked by employees of the Contractor who are working within the bargaining unit therein. Such payments shall be transmitted with the Health & Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

Administrative Fee

18(c). Each Contractor bound by this Agreement who is not an OCA member shall pay an administrative fee of eight cents (\$.08) per hour for each hour worked by employees of the Contractor who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors

Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

18(d). The Union shall have no participation or control of any kind of degree whatever nor shall the Union be connected in any way whatever to the Contractors Construction Association dues, OCIA Fund or Administrative Fee, however, the Union will provide to the Association all records of contributions made to the Contractors Construction Association Fund, OCIA, and Administrative Fee, but will not be responsible for any delinquencies of any of the funds.

Ohio Contractors Association

19. Employees are to be paid the wages applicable to the work performed without any discount and in return the Contractor is to receive a fair and honest day's work without any slowing down or stoppage of work.

20. The Contractor shall be free to move employees to or from any Heavy or Highway or other Construction projects within the State of Ohio and geographical jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America within the State and the Union shall not place any restriction upon such movement.

The Contractor transferring employees from a local area in which he is contributing to a local Health and Welfare and/or Pension shall continue those contributions when outside of the jurisdiction of that local and such contributions shall be in lieu of contributions required under this State Agreement.

21. The Contractor is to be the sole judge as to the satisfactory performance of work by an employee, and may discharge for just cause, any employee whose work is unsatisfactory or who fails to observe the safety precautions, substance abuse policies, or other rules and regulations proscribed by the Contractor for health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement.

22. The authorized representative of the Local Union may visit jobs during working hours but must not hinder or interfere with the progress of the work.

23. The number of men to be employed is also at the sole direction of the Contractor and the fact that certain classifications and rates are established does not mean that the Contractor must employ employees for any one or all such classifications or to man any particular piece of equipment that happens to be on the worksite, unless the Contractor has need for such employees.

24. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools or laborsaving devices.

25. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein shall be of any force or effect upon any party hereto.

26. The Local Union shall not transfer a Union man from one Contractor to another without the consent of the Contractor and Union man involved.

27. The Contractor shall not require any of his employees to operate any equipment that has defective steering or braking controls and the employee's refusal to operate such equipment shall not be just cause for discharge; furthermore, the employee shall not be liable for discharge for accidents or damage caused by any other defective mechanism which is beyond the control of the employee.

28. The Contractor recognizes that the Local Union may appoint, from the Contractor's employees, a steward on a project.

For traveling contractors, the steward shall be the second to last man laid off, unless otherwise agreed at the pre-job.

The Steward shall perform full-time work for the Contractor and shall be subject to the same rules, rights and working conditions as other employees as contained in this Agreement and any Local Union duties of the Steward shall be performed outside of the Steward's working hours unless otherwise agreed upon by the Contractor and the Local Union, provided further, he shall not have the authority to take any substantive or positive action on the job site except however, he may immediately report any alleged in fractions of this Agreement to the contractor or his authorized Business Representative of the Local Union.

29. Seniority

There shall be no seniority of any type during the term of this agreement, with the following exception.

Any employee who attained “company seniority” as defined below, prior to May 1, 1995, and who has continuously retained such without termination as of the effective date of this agreement, shall retain said seniority until it is terminated in accordance with Rule No. 6, below. Once “company seniority” is terminated, it cannot be reattained.

“Company seniority” is defined as follows: *Prior to May 1, 1995, employees who continuously remained in active employment of the Contractor for a period of forty-five (45) working days and/or seventy-five (75) calendar days acquired company seniority solely for the purpose of layoff and recall from and to work exclusively on the project sites within the Local Union jurisdiction in which the Contractor’s principal office is situated, provided said employee is qualified to perform the work.*

The following rules shall apply to “company seniority”:

1. Any employee with company seniority who has not worked for seven (7) calendar days shall be deemed laid off and may exercise his/her company seniority for recall on eligible projects, if qualified. Any employee exercising his/her company seniority after a seven (7) calendar day layoff will bump the least senior employee in a classification in which he/she has previously qualified.

2. Any employee desiring to exercise his/her company seniority bumping rights must notify the Contractor of his/her intention in writing on or before the seventh (7th) calendar day of layoff in order to initiate the bumping procedures.

3. Seniority date of an employee who still retains “company seniority” shall be the date of his/her last hire.

4. The qualified employee with a greater company seniority and the ability to perform the work remaining to be done shall be the last employee laid off and the first recalled on those projects eligible for company seniority, provided he/she has the ability to perform available work. Ability shall be determined by the Contractor in the first instance.

5. No grievances for alleged violations of company seniority as provided herein shall be accepted or honored unless the same is

duly filed in writing with the Contractor within four (4) days of the occurrence thereof or of the employee's knowledge thereof.

6. An employee's company seniority shall terminate under any of the following conditions:

- Employee quits or is discharged and is not reinstated.
- Employee fails to report to work upon recall within four days from the date of recall notice.
- Employee has been continuously laid off for a period of 12 months or longer.
- Employee is off work for a period of 24 months for sickness or injury excluding "on-the-job" injury.
- Employee fails to keep the Contractor advised of his/her correct address.

ARTICLE V HOURS OF WORK AND OVERTIME

30. All work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, but not both, shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate.

30a. The Employer is permitted to establish a ten (10) hour day schedule which must be scheduled on consecutive days of the week, unless such week is broken or split by a contractual holiday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate, whichever is greater, but not both. Friday shall be a make-up day for inclement weather, and/or a contractual holiday. All Friday work must be scheduled on a minimum of eight (8) hours basis.

One and one-half ($1\frac{1}{2}$) times the regular rate of pay shall be paid for all work performed on Saturday, except that Saturday shall be a make-up day for the Monday through Friday schedule for inclement weather and/or contractual holiday only.

Employees who are absent during the week may not be used at straight time to deprive employees of overtime nor shall employees be transferred between shifts to avoid overtime.

30b. Where project owners establish specifications or requirements that limit the days or hours in which work may be

performed, or for safety reasons, the employer, after advance notice to the Union may start the workweek after 6:00 p.m. on Sunday at straight time rates. In applying this schedule, Sunday, P.M. will be considered Monday; the following Friday will be considered Saturday (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively. This schedule may only be implemented on a full week basis.

31. All work performed by an employee on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at two (2) times the regular rate. There shall be no work required on Labor Day except in extreme emergencies. Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

32. A minimum of an eight hour shift shall be scheduled for any day, Monday through Friday. When three shifts are employed, seven and one-half ($7\frac{1}{2}$) hours shall constitute a work day for each shift and they shall be paid for eight (8) hours.

33. Employees, unless notified by the Contractor not to report for work, shall receive two (2) hours' pay at the straight time rate if they report for work and no work is available.

Any employee who starts to work shall be guaranteed four (4) hours, and any employee working over four (4) hours shall be guaranteed eight (8) hours pay, except where the Employer has opted for ten (10) hour work day schedule, in which case the above stated guarantee shall be five (5) hours and ten (10) hours respectively. The guarantee shall not apply to inclement weather, which shall be guaranteed two (2) hours or actual hours worked, whichever is greater.

The employee must remain on the job for the hours he is being paid, unless released by the Contractor.

ARTICLE VI PAY

34. All wages shall be paid to the employees at least once a week, on or before quitting time, on the payday fixed by the Contractor. Employees may voluntarily participate in a direct deposit payroll program if offered by the employer.

35. If an employee quits of his own accord, he shall wait for his pay until the next regular payday.

36. The employer shall have the option of paying a discharged employee at the time of discharge or by mailing payment or making direct deposit if employee has so opted, to the employee within 24 hours of the discharge.

ARTICLE VII SUBCONTRACTING

37. All work covered under the scope of this Agreement to be performed on the job site shall be subcontracted only to an employer who is a party to a current, written collective bargaining agreement with the Teamster Union. In such subcontracts, provision shall be made to require subcontractors to adhere to the conditions of this collective bargaining agreement.

All such work assignable to employees covered under the scope of this Agreement not to be performed at the job site shall be subcontracted only to an employer who observes the wages, and benefits of overall labor cost established herein. No such work shall be subcontracted on terms that fail to require subsequent employers to adhere to these conditions.

ARTICLE VIII GRIEVANCES

38. Should differences arise under this Agreement between the Contractors or the Union or local Unions, or members thereof, it is hereby specifically agreed that there will be no lockouts, strikes or stoppages of work of any sort. Except as set forth in Article IV, Paragraph 29, Section F of this Agreement, no grievance for alleged violations of this Agreement shall be accepted or honored unless the same is duly filed in writing with the charged party within fourteen (14) calendar days of the occurrence giving rise to the grievance or of the employee's knowledge thereof. Failure of the aggrieved party to meet the time limits set forth above shall cause the grievance to be deemed waived and not subject to arbitration. All properly filed grievances shall be settled in the following manner:

STEP 1. The aggrieved parties shall first seek adjustment or settlement of the Grievance through the authorized Local Business Representative of the Local Union and the authorized representative of the Contractor or Contractors. A decision shall be given within

forty-eight (48) hours after the presentation thereof (excluding Saturdays, Sundays, and holidays).

STEP 2. If the Grievance cannot be settled in STEP 1, then it shall, within forty-eight (48) hours from the giving of the decision in STEP 1 (excluding Saturdays, Sundays and holidays) be referred, in writing, to Grievance committee, which shall consist of a total of two (2) members selected as follows: One (1) member shall be appointed by the Executive Officer of the Labor Relations Division of the Ohio Contractors Association and one (1) member shall be appointed by the Executive Officer of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. This Committee shall render its decision or memorandum of settlement within one (1) day, or such other period of time as mutually agreed upon, after submission of such Grievance, by either party, (excluding Saturdays, Sundays and Holidays).

39. No person or committee mentioned in STEPS 1 and 2 above, shall have the power or authority to in any way modify, change, amend or abrogate this Agreement.

Any decision or settlement made between the parties in STEP 1 or 2, above, shall be final and binding. The hearing at STEP 2 may be waived by mutual agreement between the employer and the Union.

All settlement agreements "OCA", Standard Agreements shall be signed by the employee or union grievance and the employer or their representative when a settlement has been reached at any step of the grievance or arbitrations.

ARTICLE IX ARBITRATION

40. Subject to the limitations of Article VIII, all differences which the parties involved have been unable to settle or adjust shall upon the request of either party, within forty-eight (48) hours from the giving of the decision in STEP 2, be referred to arbitration as follows:

Either party may submit a request to the American Arbitration Association (AAA) for a list of arbitrators from which the arbitrator shall be selected by the alternate striking of names.

41. The Arbitrator so selected shall hear the matter and render a written award within ten (10) days, unless extended by

mutual agreement of the Parties. Such award shall be final and binding upon the parties involved. The individual contractor and the Local Union involved shall each bear one-half of the total costs of such arbitration. The Arbitrator shall have no power to modify, amend or abrogate this Agreement in any way.

42. Arbitration of disputes before an impartial Arbitrator shall not be mandatory in the following instances:

1. Where the Contractor has failed, refused or neglected to make payments into the Health and Welfare Fund as provided by this Agreement after being notified in writing by the Union of default or delinquency. Either party hereto may avail itself of economic recourse notwithstanding any provisions of this Agreement.

2. Where a subcontractor performs work exclusively on the job site and with the knowledge of the Contractor and after written notification from the Local Union has failed, refused, or neglected to comply with the terms and provisions of this Agreement.

3. Where the contractor willfully fails or refuses to pay wage rates or overtime as provided by this Agreement after having been notified by the Local Union in writing of such default, it being understood, however, that any dispute involving a particular employee's proper wage rate classification or eligibility to receive overtime shall be referred to arbitration before an impartial arbitrator who shall be selected as provided in paragraph 40.

ARTICLE X PRE-JOB CONFERENCE

43. Upon request of either party, a pre-job conference will be held prior to commencing work. It is agreed that upon the awarding of any contract of one million dollars (1,000,000) and over the successful contractor that travel outside of his "Home Local" shall be subject to the following: If the contractor does not schedule and hold a pre-job conference within four-teen (14) business day of receipt of certified letter from the local union requesting a pre-job conference that contractor will be subject to a strike by the local union.

It is further agreed that the Local Union may request, receive and hold a pre-job conference on an individual basis.

Upon request of either party, a pre-job conference will be held at least five (5) days prior to the commencement of work on a project at the job site or at a mutually agree place. At the pre-job conference, when and if requested by either party:

1. The Contractor will advise the Local Union representative of the Contractor's requirements of necessary employees in the classification of work under this Agreement and the Local Union will advise the Contractor of ability of the Local Union to fulfill such requirements if called upon to do so.
2. Proposed work schedules may be discussed. Employers scheduling a change in the 8 or 10 hour days shall notify the Local Union and employees in whose territorial area the project is located by Wednesday of the week before the change.
3. Questions of work and jurisdiction may be discussed.
4. The Contractor will, wherever possible notify the Local Union having jurisdiction over the work covered by this Agreement, of any work to be performed exclusively on the job site by persons, firms, or corporations other than the contractor, their names and the nature of the work to be performed by them.

In the event that certain of the above information is not determinable at the time of the pre-job conference, the Union reserves the right to request such information at any reasonable time during the course of the project in question. The Contractor agrees to furnish such information upon request

44. No agreement shall be made at any pre-job conference or any subsequent conference which will be contrary to or inconsistent with any of the terms and provisions of this Labor Agreement and if any such agreement is made, the same shall be void and of no effect.

The Contractor agrees to supply the Union with a list of all suppliers engaged in hauling aggregates from any source to the job site. Job site shall be defined at the pre-job conference.

ARTICLE XI UNIFORM CONTRACTS

45. If any Local Union, signatory hereto, shall furnish employees to any Contractor within the State of Ohio, and doing the same type of work covered by this contract, upon any more favorable terms or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Contractor.

ARTICLE XII HEALTH & WELFARE FUND

46. The Contractor agrees to pay the following hourly contributions for every hour worked for each of his employees covered by this Agreement: Effective May 1, 2010, six dollars and eighty-one cents (\$6.81); effective May 1, 2011, six dollars and eighty-one cents (\$6.81); effective May 1, 2012, six dollars and eighty-one cents (\$6.81). The Fund shall be the Teamsters-Ohio Contractors Association Health and Welfare Fund.

47. It is mutually understood and agreed that the provisions of any group policy or contract, rules of eligibility and terms of the Trust Agreement to be agreed upon shall become a part of this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this Agreement, including the insured employees covered hereunder and their designated beneficiaries, shall be and are bound hereby.

47a. Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount set forth below. The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

One to twenty employees: \$10,000 bond

Greater than twenty employees: \$25,000 bond

ARTICLE XIII PENSION PLAN

48. For the duration of this Agreement, the Contractor shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following sums per hour for every hour worked for each employee covered by this Agreement: Effective May 1, 2010, five dollars and thirty cents (\$5.30); effective May 1, 2011, five dollars and seventy cents (\$5.70); effective May 1, 2012, six dollars (\$6.00).

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers

who are party to this Agreement are also parties. By the execution of this Agreement, the Contractor authorizes the Association which is party hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement including weeks where work is performed for the Contractor but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Contractors who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE XIV SAFETY TRAINING

49. In accordance with OSHA safety & health standards (20 C.F.R. 1926/1910) requiring safety training and education, the union shall make available to each union member the 16 hour STP "Safety Training Program", or OSHA 10-hour course, as certified by the U.S. Dept. of Labor. Effective May 1, 2011 and thereafter all Teamsters dispatched to and/or employed on a project are required to have successfully completed the 16-hour safety training passport (STP) program or an OSHA-approved 10-hour construction safety training program. Comparable safety training shall be renewed and updated every 5 years or the Teamster shall be considered unqualified. Verification of valid, updated training must be presented to the employer upon dispatch, hire or request.

ARTICLE XV APPRENTICESHIP PROGRAM

50. All employers bound hereby agree to be bound by the Agreement and Declaration of Trust, as amended, establishing the Ohio Teamster Apprenticeship and Journeymen Training Trust copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the executive of this Agreement. It is mutually agreed that the provisions of said Agreement and Declaration of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully rewritten herein. All employers bound hereby irrevocably designate the Employer Trustees of said Apprenticeship Fund and Plan, and their successors, as the representatives for the purposes set forth in said Agreement and Declaration of Trust. Contributions to the Ohio Teamster Apprenticeship and Journeymen Training Trust shall be paid at the following rates for all hours worked by each employee for the employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours worked shall include reporting hours which are paid.

Apprenticeship Fund

Effective May 1, 2007, the Contractor agrees to pay the sum of ten cents (\$.10) per hour for every hour worked for each of his employees covered by this agreement. The Fund shall be The Ohio Teamster Apprenticeship and Journeymen Training Trust Fund.

It is further agreed that all provisions of Articles XII and XIII set forth in this Agreement shall be applicable to the Ohio Teamsters Apprenticeship and Journeymen Trust, to the extent they so apply, as fully written herein.

APPRENTICE RATES

Length of Service	Percentage of Stage II Journeyman "B" Rate
0-6 months	80%
after 6 months	85%
after 12 months	90%
after 18 months	95%
after 24 months	100%

For those Apprentices who successfully complete the Apprenticeship Program, the pay rates shall be as follows:

STAGE II – JOURNEYMAN “B” RATES

First 6 months	80% of A Rate
Second 6 months	85% of A Rate
Third 6 months	90% of A Rate
Fourth 6 months	95% of A Rate
After 24 months	100% of A Rate

RATIO OF APPRENTICES

Contractors are encouraged to utilize apprentices when available, however the Employer shall not employ more than one (1) apprentice for the first journeyman and not more than one (a) apprentice for every three (3) journeyman thereafter.

ARTICLE XVI LEGALITY

51. Should any provision of this Agreement at any time during its life be found in conflict with Federal or State law, or as such laws may be amended, then such provision shall continue in effect only to the extent permissible under the applicable law, with the further understanding that if at any time thereafter such provision is no longer in conflict with the laws, then such provisions of the Agreement as originally embodied herein shall be restored in full force and effect, as if it had never been in controversy or violation.

(a) In the event of any provision of this Agreement being held invalid under the law, the remainder of the Agreement shall not be affected.

(b) The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and have settled the same for the term of this Agreement in accordance with the terms hereof.

ARTICLE XVII PHYSICAL EXAMINATIONS

52. Physical or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations for all regular and probationary employees. The Employer shall make the necessary appointment with the Medical Examiner and shall notify the employee in sufficient time prior to the renewal of the D.O.T. physical. Upon request, the employee shall be allowed a ten (10) hour rest before taking such D.O.T. physical. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other

employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds four (4) hours, and in that case, only for those hours in excess of said four (4). Examinations are to be taken at the employee's home operations and are not to exceed one (1) in any (1) year unless the employee has suffered serious injury or illness during the 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 physicians, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreement between the Doctor selected by the Employer and the Doctor selected by the Union, the Employer and Union Doctors shall together select a third Doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third Doctor shall be equally divided between the Employer and the Union. Time lost as a result of the implementation of this article shall not be subject to recovery through the grievance procedure.

52(a). The Union agrees that the contractor may implement a program to aid in maintaining a drug free workplace. This program will provide for testing under probable cause and governmental requirements, D.O.T. physicals, etc.

The testing procedures will be the responsibility of the Contractor and his designated testing laboratory. The above named testing procedures will have built-in restraints guaranteeing the accuracy, privacy, and labeling of specimens so the identity of the specimen is guaranteed.

The parties recognize the problem that drugs and alcohol abuse have created in the construction industry and agree to continue negotiations in implementing drug and alcohol abuse prevention programs that will work toward maintaining a safe workplace, free of drugs and alcohol.

52(b) Drug Testing: The employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the

distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new employee may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employees involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The employer and Union therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to massive drug screening or random drug screening. Any employee who is involved in an on-the-job accident resulting in injury to a person or property, or whose observed behavior raises a reasonable suspicion or probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood (if accident is involved), urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and utilize the more scientific Gas Chromatography/Mass Spectrometry examination(GC/MS). The results of all tests will be kept confidential between the employee and the employer. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purpose of drug and alcohol

rehabilitation. If the employee is eligible, such rehabilitation programs are covered under the TEAMSTERS-OHIO CONTRACTORS ASSOCIATION Health and Welfare Program providing the employee confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

The employee shall be removed from the employer's job site. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer.

If the employee was reinstated he/she shall for the next succeeding twelve (12) month period, present to the Company Representative monthly certification of negative drug/alcohol test results, failure to do so will result in denying the employee the right to maintain his/her availability to be sent to a job site or if working, to be removed from work.

ARTICLE XVIII DURATION

53. This Agreement shall become effective from the first (1st) day of May, 2010, and continue in full force and effect to and including the 30th day of April, 2013, at which time this Agreement shall terminate, provided either party hereto gives to the other sixty (60) days written notice of such termination prior to said expiration date of this Agreement.

53a. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the party to be held within 15 days of notification to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 30th day of April, 2010.

**The Heavy and
Highway Construc-
tion Negotiating
Committee of the
Ohio Conference of
Teamsters of the
International
Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and
Helpers of America**

**The Labor Relations Division
of the Ohio Contractors
Association**

S/ Roger D. Insprucker
President

S/Mark Sterling
Beaver Excavating Co.
Chairman, Labor
Executive Committee

S/ Doyle Baird
Negotiating Committee
Chairman

S/Dan Smith
Negotiating Committee
Chairman

S/Mark Potnick
Ohio Contractors Association
Director, Labor Relations

2010 EXHIBIT "A-1"

Owner-Operator Equipment Hourly Rental Rates

CLASSIFICATIONS

	Hourly Rate 5/1/10 through 4/30/13
Semi-5 Axle	\$16
Tri-Axle & 4 Axle Semi's	16
Tandem Axle	14
Single Axle	12
Plus Wages (at current rate)	
Plus Fringe Benefits	

NOTE: Equipment Rental Rates contained in this Agreement are minimum rates and are not to be construed to be prescribed rates.

EXHIBIT "A"

CLASSIFICATIONS AND WAGE RATES

The following classifications and wage rates shall apply to work in the following counties:

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Median, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot.

Class 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems.

Class 2: Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; asphalt-oil spraybar men; all trucks five (5) axle and over; drivers on belly dumps; end dumps; articulated dump trucks; low-boys and heavy-duty equipment (irrespective of load carried) when used exclusively for transportation; truck mechanics (when needed).

	5/1/10	5/1/11	5/1/12
Class 1	22.28	22.78	23.38
Class 2	22.70	23.20	23.80
H & W	6.81	6.81	6.81
Pension	5.30	5.70	6.00
Appren.	.10	.10	.10
OCA Dues	.14	.14	.14
OCIA	.05	.05	.05
Admin. Fee	.08	.08	.08

EXHIBIT "B"

LOCAL 436 – CLEVELAND ADDENDUM

The following wages, benefits and conditions shall apply to work in the following counties only: **Cuyahoga, Geauga and Lake.**

1. Wages & Benefits

	5/1/10	5/1/11	5/1/12
Class 1	25.10	25.15	25.20
Class 2	25.60	25.65	25.70
H & W	4.80	4.80	4.80
Pension	6.45	7.35	8.25

2. Seniority

All current employees that have achieved seniority in the construction industry that is signatory with Local 436 and is hired before May 1, 2002 that are working to achieve seniority shall be grandfathered.

For Example – Employees described above who are no longer employed due to layoff, downsizing, or elimination of jobs and is hired by another signatory construction company shall achieve seniority following a one-year (1) probationary period. The employee must provide documented work history to the employer in order to achieve seniority as described above.

Effective with the date of this agreement, seniority will be attained by working for one employer for one (1) year as described above.

All new employees hired after May 1, 2002, without prior work history with a Local 436 signatory construction company shall not achieve seniority.

Employees shall not exercise their seniority to a different job classification or location for any reason, including layoff until the expiration of two pay periods following the triggering event. For the purpose of this provision, the maximum waiting period of two pay periods shall not exceed ten (10) working days.

3. Saturday Work

There shall be no Saturday make-up day – all work on Saturday will be paid at time and one-half the regular rate of pay.

4. Grievance, Dispute, Arbitration

A. GRIEVANCE PROCEDURE - 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 procedure:

STEP ONE: If any employee has a grievance, he shall first attempt to settle it by submitting it orally to his Employer within not more than five (5) work 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 Union Steward, who will meet with Employer's representative not later than three (3) work days after the Employer's answer to the grievance in Step One. Employer will submit its written decision to the Union within five (5) workdays from the meeting with 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 Employer, but not later than three (3) workdays from the date of the Employer's answer in Step Two. They shall meet within five (5) workdays from the date of the Employer's Step Two answer; and the Employer shall submit its written answer in Step Three to the Union within five (5) workdays from the date of the meeting.

If a grievance is not presented to the Employer within five (5) workdays of the event giving rise to it, the grievance will be automatically dismissed.

B. JOINT COMMITTEE. The Ohio Contractors Association (OCA) and the Union hereby create a Joint Committee, which shall consist of an equal number appointed by the OCA and the Union, but not more than three (3) by each (or at the request of either party, four (4) by each). If an Employer is not a member of the OCA, it agrees that the Joint Committee appointed by the OCA and the Union shall have jurisdiction over any grievance arising between the Employer and the Union.

The Joint Committee shall have jurisdiction over any and all grievances involving or arising from the interpretation or application of the provisions of this Addendum. It shall be the function of the Joint Committee to settle such grievances and disputes as have not been resolved by an Employer and the Union through the grievance procedure provided for in Paragraph A of this Article.

The Union or the Employer may appeal a grievance to the Joint Committee, provided it does so in writing and in not more than fourteen (14) calendar days after the Union or the Employer has submitted its written decision in Step Three of the grievance procedure; otherwise, the grievance will be deemed resolved on the basis of the decision of the Employer.

If the Joint Committee is deadlocked on any grievance submitted to it, the grievance may be submitted to arbitration as provided for in Paragraph C below.

The Joint Committee shall be deemed deadlocked on any grievance submitted to it, if:

1. It fails to reach or issue a timely majority decision as provided for below;
2. It fails to advise the parties in writing within fourteen (14) calendar days of the date the issue was submitted to it that it is deadlocked.

The decision of the Joint Committee by majority vote shall be final and binding on both parties, Employer and Union, and on the employees involved.

C. ARBITRATION. If the Joint Committee is deadlocked as defined above, either party may appeal the grievance to arbitration by written notification to the other party within not more than sixty (60) calendar days from the date of submission of the issue(s) to the Joint Committee. The written notification must give the reasons for the appeal, and demand that the issue(s) be submitted to arbitration. If no timely appeal is filed, the issue(s) will be considered resolved 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 ten (10) 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 not later than eight (8) calendar days after the date of the original demand for arbitration.

If either party fails to timely submit an issue to arbitration or fails to cooperate in the selection of an arbitrator, the grievance shall be deemed resolved against the charging party.

When the arbitrator has been selected, the arbitration shall proceed under the rules of the American Arbitration Association. The actual cost of the arbitrator and his expenses shall be borne one-half (1/2) by each 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 the jurisdiction and ability only to interpret, apply or determine compliance with the provisions of this Agreement. In the case of a discharge or a disciplinary layoff, the arbitrator shall have the power to return the grievant to his 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 issue involves 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 action commencing with Step Three of the grievance procedure.

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

5. Welfare and Pension Funds

Welfare Fund

A. The current Local 436 Health and Welfare Program and the Pension Plan are continued in force.

Effective 5/1/10 contributions to the Health and Welfare Fund will be paid at the hourly rate of \$4.80 per hour for all hours worked.

Any additional contributions for Health and Welfare shall be deducted from wages.

B. The Employer agrees that a Health and Welfare Fund is established in the industry to be known as “Excavating and Building Material Drivers, Local Union No. 436 Welfare Fund.” The purposes of the Funds are:

1. To provide for the payment of sick and non-industrial accident benefits.
2. To provide for the payment of medical expenses.
3. To provide for the payment of death benefits.
4. To provide preventative medical care.
5. And such other benefits as may be agreed upon by the Board of Trustees of said Fund.

C. The said Fund is administered by a Board of Trustees, which consists of an equal number of representatives selected by the Employer and the Union.

1. Welfare Fund payments shall be paid for all Holidays and Vacations.

D. Such payments shall be made not later than the 15th day of each month for the preceding month’s payroll and such payments when made, shall be accompanied by a copy of Employer’s applicable payroll. Payroll records of the Employer shall be made available for inspection by the Fund or the Union at all reasonable times.

E. Payments to the Welfare Fund shall be paid monthly on or before the 15th day of the following month. If the Employer fails to make the payments within 30 days thereafter, and the Union deems it a breach of this Agreement then it will be mandatory to strike the Employer. Employees of struck Employers shall be paid for lost wages.

1. Employers who have experienced one (1) delinquency must post a bond.

F. Above provisions of Health and Welfare Fund shall not be subject to grievance and arbitration procedures under this Agreement.

Pension Fund

A. The Employer agrees that a Pension Fund is established, known as “Excavating and Building Material Drivers Local Union No. 436 Pension Fund,” and hereby agrees to the terms of such Trust Pursuant to which the Fund is administered. Said Fund is administered by a Board of Trustees which consists of an equal number of representatives selected by the Employer and the Union.

B. Effective May 1, 2010, the Employer shall pay into the Pension Fund \$6.45 per hour for all hours worked.

Effective May 1, 2011, the Employer shall pay into the Pension Fund \$7.35 per hour for all hours worked.

Effective May 1, 2012, the Employer shall pay into the Pension Fund \$8.25 per hour for all hours worked.

Any additional monies needed shall be deducted from employees’ wages.

C. Payments to the Pension Fund shall be paid monthly on or before the 15th day of the following month. If the Employer fails to make payments within 30 days thereafter, the Union deems it a breach of this Agreement and it will be mandatory to strike the Employer. Employees of struck Employers shall be paid for lost wages.

D. Employers who have experienced one (1) delinquency must post a performance bond.

E. Such payments shall be made no later than the 15th day of each month for the preceding month’s payroll and such payments, when made, shall be accompanied by a copy of Employer’s applicable payroll. Payroll records of the Employer shall be made available for inspection by the Fund or the Union at all reasonable times.

F. When an employee is assigned to work beyond the jurisdiction of Local 436, and he accepts this assignment, the Health, Welfare and Pension Benefit contributions are to be made payable to Teamsters Local 436 Health & Welfare and Pension Funds.

6. Initial and Renewal Safety Training

Employers performing work under Exhibit “B”, Local 436 - Cleveland Addendum, shall provide an opportunity for bargaining unit employees to receive initial and renewal safety training, as required in Article XIV, Paragraph 49 of the 2010-2013 Ohio Highway – Heavy State Agreement, at no cost to the employees in the off season.

7. Terms of the Ohio Highway Agreement

It is agreed that all other terms and conditions of the 2010 – 2013 Ohio Highway-Heavy State Agreement shall apply and remain in full force and effect during the term of this agreement.

For The Ohio Contractors Association

S/ Mark Potnick

Director, Labor Relations

S/ Jim Fox

Negotiating Committee Chairman

Great Lakes Const. Co., Inc.

For Teamsters Local 436

S/ Gary M. Tiboni

President

EXHIBIT "C"

List of Local Unions, parties to this Agreement, their Representatives and Jurisdiction

LOCAL UNION	JURISDICTION
20 TOLEDO Ron Weckerlin 435 S. Hawley St. 43609 (419) 243-8800 FAX (419) 243-6270	Erie, Fulton, Hancock, (from Findlay, north), Henry, Huron, Lorain, Lucas, Ottawa, Sandusky, Seneca, Williams, Wood
40 MANSFIELD Larry Shaw P.O. Box 3652 44907 (419) 552-2041 FAX (419) 522-7130	Ashland, Crawford, Knox, Marion, Morrow, Richland, Wyandot
92 CANTON Doyle Baird 1127 9th St., SW 44707 (330) 453-0135 FAX (330) 453-9438	Carroll, Columbiana, Harrison, Holmes, Jefferson, Stark, Tuscarawas, Wayne; and Brooke, Hancock, West Virginia
100 CINCINNATI Dave Webster 2100 Oak Road 45241 (513) 769-5100 FAX (513) 769-4420	Adams, Brown Clermont, Hamilton, Warren, Butler
175 CHARLESTON, WV Greg Yerace 267 Staunton Ave., S.W. 25303 (304) 744-2193 FAX (304) 744-5649	Athens, Washington
284 COLUMBUS Darren Kempton 555 E. Rich St. 43215 (614) 228-0727 FAX (614) 228-0901	Delaware, Fayette, Franklin, Jackson, Madison, Pickaway, Pike, Ross, Scioto, Vinton

- 348 AKRON**
 Pat Darrow Medina, Portage, Summit
 272 W. Market St.
 44303
 (330) 434-3424
 FAX (330) 434-3335
- **377 YOUNGSTOWN**
 Jerry Sanders Ashtabula, Mahoning,
 1223 Teamsters Dr. Trumbull
 44502
 (330)743-3111
 FAX (330) 743-1821
- *436 CLEVELAND**
 Gary Tiboni Cuyahoga, Geauga, Lake
 6051 Carey Dr.
 Valley View, OH 44125
 (216) 328-1833
 FAX (216) 328-1513
- 505 HUNTINGTON, WV**
 John Newton Gallia, Meigs, Lawrence
 P.O. Box 7818
 25778-7818
 (304) 697-4160
 FAX (304) 525-2967
- 637 ZANESVILLE**
 John Sheriff Coshocton, Fairfield,
 P.O. Box 2746 Guernsey, Harrison,
 43702-2746 Hocking, Licking,
 (740) 453-2102 Morgan, Muskingum,
 FAX (740) 453-2410 Noble, Perry
- 697 WHEELING, WV**
 Rick Bauer Belmont, Monroe
 901 Market St.
 26003
 (304) 232-1940
 FAX (304) 232-7241

LOCAL UNION**JURISDICTION****908 LIMA**

Brian VanMeter
P.O. Box 1806
45802
(419) 229-5080
FAX (419) 229-3721

Allen, Auglaize, Defiance,
Hardin, Hancock (from
Findlay, south) Logan,
Mercer, Paulding, Putnam,
Shelby, Union, Van Wert

957 DAYTON

Don Minton
P.O. Box 13357
45413-0357
(937) 278-5781
FAX (937) 278-7577

Champaign, Clark,
Clinton, Darke, Greene,
Highland, Miami,
Montgomery, Preble,
Wright-Patterson Field

*Subject to the provisions set forth in the Local 436 Highway agreement.

**Subject to the provisions set forth in the Local 377 Highway agreement.

2010-2013 HIGHWAY-HEAVY AGREEMENT

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Ohio Conference of Teamsters, Chauffeurs, Warehousemen and Helpers of America, including all of the provisions therein and any amendments made hereto, and including those provision pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorizes these parties to name the trustees to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undesigned.

Name of Company

Street

City

State

Zip Code

Company Phone Number

Ohio Workers Compensation No.

Date

Name of Union

Street

City

State

Zip Code

By

Witness

(HEALTH & WELFARE OFFICE)

2010-2013 HIGHWAY-HEAVY AGREEMENT

ACCEPTANCE OF AGREEMENT

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Name of Company

Street

City

State

Zip Code

Company Phone Number

Ohio Workers Compensation No.

Date

Name of Union

Street

City

State

Zip Code

By

Witness

(CONTRACTOR COPY)

2010-2013 HIGHWAY-HEAVY AGREEMENT

ACCEPTANCE OF AGREEMENT

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Name of Company

Street

City

State

Zip Code

Company Phone Number

Ohio Workers Compensation No.

Date

Name of Union

Street

City

State

Zip Code

By

Witness

(UNION COPY)

2010-2013 HIGHWAY-HEAVY AGREEMENT

ACCEPTANCE OF AGREEMENT

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Name of Company

Street

City

State

Zip Code

Company Phone Number

Ohio Workers Compensation No.

Date

Name of Union

Street

City

State

Zip Code

By

Witness

Mail to: Labor Relations Division, Ohio Contractors
Association, P.O. Box 909, Columbus, Ohio 43216

