

12/15/99 - 12/15/2003

K 8692
1,500 workers
71 pgs.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of December, 1999, by and between the WEST VIRGINIA CONTRACTORS BARGAINING ASSOCIATION, INC., a corporation, hereinafter sometimes referred to as the Association, party of the first part, and UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, collective bargaining agent for those employees of the Company designated in Article I hereafter, hereinafter referred to as the Union, party of the second part.

Wherever the term "Company" appears such shall be deemed to refer to each and any of the employer members of the Association which is a party to this Agreement.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I

Scope

That this Agreement is for the exclusive, joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signatory hereto.

It is the intent and purpose of the parties herein to promote and improve industrial and economic relationships in the highway, heavy, building, industrial, and utility construction industry and

to set forth herein the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

This Agreement shall not cover engineering staff, clerical employees, watchmen, time keepers, superintendents, assistant superintendents, general foremen, or any other supervision having the right to hire, fire or effectively recommend same and in charge of classes of labor, but shall cover all other persons employed by the Company in the performance of the work herein covered which takes place within the State of West Virginia.

This contract shall not cover work performed by companies signatory to this contract, or any affiliated company, which takes place outside the State of West Virginia unless specifically agreed to by the Company, the Union, and the Association in the manner hereinafter set forth.

Employees not covered by this Agreement shall not be permitted to perform work normally performed by employees covered by this Agreement except (1) in cases of emergency, (2) when qualified employees are not available or have not been provided by the Union, or (3) for training inexperienced employees.

It is agreed by the parties that working foremen do not have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline employees, or to adjust their grievances, or effectively recommend such action, except where the exercise of such authority is of a merely routine or clerical nature. It is further agreed that during the life of this Agreement the employer will not authorize or direct working foremen

to engage in such activities. In view of the agreement between the parties that the working foremen do not possess any of the authority set forth above, the exercise of such authority may lead with prior notification to the affected individual working foreman being returned to his regular journeyman classification. The intent of the working foremen classification due to economic conditions in the current construction industry, is that this classification enables such bargaining unit employee, employed as such, to direct the work force, make individual work assignments and to personally participate in the performance of the work. The Union acknowledges that the seniority of an individual member has no bearing in the selection of a working foreman. Such selection shall be made solely by management. The Company agrees that such utilization of this classification shall not be used to circumvent the seniority rights of other bargaining unit employees. Working foremen shall be paid \$.50 per hour in addition to the wages for the working classification unless a specific wage is set forth in the attached wage classifications. No other compensation or benefits shall be provided except as set forth in this Agreement. However, the Company may provide transportation. This paragraph of this Article will be effective for a period of one year and may be modified by the mutual consent of the parties thereafter.

The Company agrees to use its best efforts to see that work let to sub-contractors will be performed by such sub-contractors in compliance with all the provisions of this Agreement. The Company will notify the Union of any sub-contractor at least 24 hours

before the sub-contractor begins work on the project.

The Union agrees to use its best efforts to guarantee that members of the Association have the right to full, free and unfettered sub-contracting between each other, craft union contractors, and members of the Association of Bituminous Contractors, Incorporated.

This contract shall not apply to any employee of the independent contractor which the Company might hire or engage for constructing, repairing, replacing, remodeling, improving or dismantling any part of the plant or equipment of the Company.

It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Union during the term of this Agreement and any renewals thereof. This Agreement during its life may be modified only by mutual written consent of the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of federal and state legislation, regulations or specification.

It is understood that this Agreement applies only to heavy, highway, building, industrial, and utility construction performed within the State of West Virginia and construction of and in connection with bridges and other construction across rivers or other streams, and the immediate approaches to such bridges and constructions, even though part of the work is performed in another

state, so long as part of such work is performed within the boundaries of the State of West Virginia and the work is performed under a contract with or let by the West Virginia Department of Highways. Whenever mutually agreed between one of the members of this Association, the Association, and the Union, this Agreement shall apply to any particular heavy, highway, building, industrial, or utility construction project in a state contiguous to the State of West Virginia. In such case the Company will recognize the Union as representing the employees on such project and shall pay the wage agreed by the Company and the Union in the state involved.

ARTICLE II

Definition of Construction Work

Heavy construction work is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof, or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including, without limitation, railroad and street railway construction projects, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, sanitation projects, utility plant construction, aqueducts, irrigation projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, duct lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors,

excavation, and disposal of earth and rock, including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

Highway construction work included in heavy construction is defined as all work ordinarily included in highway construction contracts, bridges, sewer and street grading, street paving, curb setting, sidewalks, etc.

Building construction is defined as the construction, renovation or demolition of any building or addition thereto.

In the construction of water and sewage treatment plants, heavy rates shall be paid on the following:

- (a) Site work and excavation.
- (b) All concrete structures including, but not limited to, tanks, basements, pump rooms, retaining walls, curbs, walks and steps and installation of all equipment in the structures.

Building rates shall be applied to the following:

- (a) Building walls constructed on concrete structures.
- (b) Building footings supporting masonry walls.
- (c) All floor slabs on grade.
- (d) All building masonry, doors, windows, equipment, roofing, ceiling and floor coverings.
- (e) All piping within five (5) feet of building.

ARTICLE III

Management

The Management of the work, the direction of the working force, assignment of men to specific projects and the right to hire and discharge for just cause are vested exclusively in the Company, and the Union shall not abridge this right. It is not the intention of this provision to encourage the discharge of employees.

The number of men to be employed, and the number and classification of men required to operate any piece of equipment shall be at the sole discretion of the Company. The fact that certain classifications and rates are established does not mean that the Company must employ workmen for any one or all such classifications or to man any particular piece of equipment that happens to be on the project unless the Company has need for such workmen.

The Company shall not be hindered in or prevented from using any type or quality of machinery, tools, and appliances, and may secure materials or equipment from any market or source it deems fit without interference from the Union.

ARTICLE IV

Union Representatives

Authorized representatives of the Union may visit any of the jobs covered by this Agreement during working hours, provided that the progress of the work is not interfered with or hindered. Such

Union representatives must comply with all safety regulations in effect on the project.

ARTICLE V

Union Shop and Check-Off

Section A-Union Shop

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the eight (8th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing in Union.

Section B-Union Membership

1. Each new employee shall sign and furnish to the Company at the time of his employment an Application Card for Membership in the Union in a form agreed to in writing by the Company and the Union. A copy of such card shall be furnished to the employee. Such Application Card shall not become effective until the expiration of eight (8) days after the date of his

employment. The Company shall promptly furnish to the Union a copy of each such Application Card received.

2. In states in which the foregoing provisions may not lawfully be enforced, the following provisions, to the extent that they are lawful, shall apply: Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the eighth (8th) day following the beginning of such employment or the date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

Section C-Check-Off

1. The Company will suggest that each new employee sign and furnish a voluntary Check-Off Authorization Card in a form agreed to in writing by the Company and the Union. A copy of such card shall be furnished to the employee. Such Check-Off Authorization Card may be effective immediately or may, at the option of the employee, not become effective until the expiration of eight (8) days after the date of his employment.

The Company shall promptly furnish to the Union a copy of each such Check-Off Authorization Card received.

2. The Company, on the basis of the employee's signed Check-Off Authorization Card, will check off monthly dues, assessments, and initiation fees in such amounts during such payroll periods, and at such times and under such circumstances as the Company shall be advised by the International Treasurer of the Union, and is consistent with the normal accounting procedures of the Company.
3. The Company will adopt proper accounting procedures to assure compliance with the requirements of this Section.
4. The parties shall make such arrangements as may be necessary to adapt the foregoing check-off provisions to the check-off of the service charged referred to in Section B-2 pursuant to voluntary authorizations therefor.

Section D-Indemnity

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company in reliance upon the Membership Application Card and the Check-Off Authorization Card.

ARTICLE VI

Seniority

A. Seniority Status of Employees

- (1) The parties recognize that promotional opportunity and

job security in event of promotions, decrease of forces, and recalls after layoffs should increase in proportion to length of continuous service with the Company, and that in the administration of this Section the intent will be that wherever practicable full consideration shall be given continuous service in such cases.

(2) In recognition, however, of the responsibility of Management for the efficient operation of the works, it is understood and agreed that in all cases of promotions, demotions, increases and decreases in the working force, length of service with the Company shall govern, provided that the employees involved have the following qualifications:

- a. Length of service.
- b. Physical fitness, aptitude, and demonstrated ability to perform the job as determined by the Company subject to the grievance procedure.

(3) In the event that a decrease in the work force is caused by weather or weather conditions, and that such decrease occurs after the start of the shift, the Company shall have the right to determine which employee shall be laid off for the remainder of said shift after the event causing such decrease occurred.

However, should such a decrease occur prior to the start of the shift, the most senior employees working on the project shall have the right to be retained to perform bargaining unit work scheduled by Management for that day, provided they have the skill and ability to efficiently perform the work, as determined by Management.

Selection of employees to work on such days will be made from a predetermined list of no more than twenty (20) senior employees who have been determined by Management to be capable of efficiently performing certain job classifications. Persons not designated on such list will have no claim for work or pay unless they have first requested and have been designated by Management as capable of efficiently performing certain job classification. Persons not designated on such list will have no claim for work or pay unless they have first requested and have been designated by Management as capable of efficiently performing certain classified work, and placed on the list.

The list will be updated as new senior employees arrive on various projects. Employees will have the right to grieve over their position on such list. Experience of employees with their present employer in the heavy and highway construction industry will be considered in determining their qualifications.

The provisions of this section will not apply to maintenance forces (mechanics and greasers). Mechanics and Greasers retained on inclement weather days shall perform only work of or incidental to those classifications.

B. Each Job Site Shall Constitute A Separate Seniority Unit

However, once an employee is employed on a particular job site then his seniority standing at that job site will be in accordance with his continuous service with the Company. In exercising its management function, the Company will direct its efforts toward utilization of laid-off employees due to lack of work before new

employees are hired. Such utilization shall be on the basis of the laid-off employee's seniority, qualifications, and "ability" to do the work on the job site.

Unless otherwise mutually agreed, employers will first exhaust the list of laid-off employees for the particular project in question and thereafter, recall qualified employees laid-off from other Company projects. In the case of new projects the Company will consider first the most senior employees laid-off from all Company projects (except those employees receiving "low earnings"), in accordance with their Company seniority and "ability" to perform the work available.

C. Calculation of Continuous Service

Continuance service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall not be broken by injury or sickness which is job related. Job related injury or sickness shall be defined to mean a sickness or injury which is compensable under West Virginia Workmen's Compensation Fund.
3. The parties may mutually agree to reinstate the seniority of individual employees whose seniority would have otherwise been broken by a non-job related illness or injury.

4. When employees of any employer signatory to this Agreement have the same continuous service date, the Union shall have the responsibility of determining the senior employee(s) according to his total service as an employee of an employer member of the Association.

D. Continuous Service Shall Be Broken By:

1. Voluntary quit.
2. Discharge for cause.
3. Lay-off for a period of one year.
4. An employee's failure to notify the Company within five (5) days of intent to return to the employ of the Company after receiving notification of available work. Notification may be by telephone call made personally to the employee concerned confirmed by letter, or notification may be by letter alone. Any such letter shall be by registered or certified mail, return receipt requested sent to the employee's last known address.
5. An employee's refusal to accept assignment to a project. (This does not apply to projects with Small Private Wages.)

E. The Company will cooperate with the Union in providing continuity of employment. The Company will notify the Union, in writing, of the following:

1. The location of specific projects.
2. Job classification of work available and the number of men desired for each classification.

3. At the termination of a project, the names and addresses of those Union members laid-off.

F. The Company agrees that if additional employees are needed after compliance with Section B of this Article, it will hire qualified employees who have been employed in heavy and highway and building construction industry as may be sent to the project by the Union before new workers are hired. The Union shall make such referrals in a timely manner (no later than 24 hours after initial request.)

G. Probationary Employee

New employees are those hired after a break in continuity of service will be regarded as probationary employees for the first twenty (20) days worked and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the Company.

Probationary employees continued in the service of the Company subsequent to the first twenty (20) days worked shall receive full continuous service credit from date of original hiring. This provision shall not be used by the Company for purposes of discrimination because of membership in the Union.

H. Seniority Status of Job Steward

The Union shall select a steward on each job, whose duties shall be to ascertain the standing of the men employed and look after the general interests of the Union on that job. Said steward

shall have super-seniority. Super-seniority, as used in this Article, shall mean only that the steward shall remain on the job at all times when other employees are working, provided he can perform the work of the job to which other employees are assigned. The steward shall have no authority to cause a strike or work stoppage. He shall not be discriminated against for discharging his duties as steward. Before the Company may discharge or layoff a steward, it must be discussed with the Union staff representative. The Union shall notify the Company in writing of the name of the steward on each job.

In the event that a work disruption in violation of Article XIV is brought to the attention of the job steward or any officer of the Local Union, said steward and/or officer shall be obligated to make every reasonable effort to bring the work disruption to an immediate end and to advise Company management of the actions that they have taken in this regard.

I. Seniority List

The Company shall maintain a current seniority list on each job site. Such list shall be posted or updated monthly and made available to the designated Union Representative on request.

J. Full-Time Local Union Representative

A leave of absence shall be granted to a full-time local union representative from the Company with which he is employed. Such representative shall continue to accrue seniority with the Company during the term of his office and shall be reinstated with the Company at the end of his term as required by his seniority.

K. Special Provision for Employees with Eight (8) Years of Continuous Service

When their projects are completed (no prospect of being recalled to that project to which they are assigned) employees with eight (8) or more years of continuous service as defined in Article VI, Section C, shall have the right to request assignment to another active project of the Company. After requesting reassignment the employee shall displace the least senior employee in his regular classification who is working for the Company under this Agreement. The employee who is displaced will have the right to remain on that project if he has the qualifications to perform the work of employees who are less senior. He shall displace the least senior employee in the jobs he is qualified to perform. Thereafter no further displacements shall be made ("Regular Classification" for the purpose of this section shall mean the Job Classification mutually agreed to be that most often performed by the employee unless the Company and the Union agree that another job classification is more appropriate. If no jobs are available in his "Regular Classification", the eight (8) year employee shall be placed in another classification for which he is qualified to perform.) This section shall become effective on the 8th day following ratification of this Agreement. If such employee does not request reassignment under this section within five (5) days of his layoff or the effective date of this Article, whichever is later, he shall lose his rights under this section until he is later rehired under other provisions of this contract. If such

employee does request assignment under this section and rejects such offer of reassignment he shall lose his seniority rights under this contract as specified in Article VI, Section C.

L. The Company agrees to consider qualified senior employees assigned to the evening shift for available openings on the day shift (in their current job classification) if they have previously made a written request to their supervisor.

ARTICLE VII

Safety

1. All legal obligations and duties imposed by law upon the Company for the preservation of life, limb and property of employees shall be complied with to the fullest extent.
2. The employees will abide by reasonable rules and regulations of the Company for the protection of life and preservation of property.
3. Adequate facilities for use as a change room, privy, locker room and tool shed for workmen shall be provided by the Company on all projects where such facilities are reasonable and necessary.
4. If in the opinion of the employees, sufficient overhead protection, scaffold protection and other protection for injury is not afforded them, this shall be considered legitimate subject for grievance to be taken up with the Job Steward pursuant to Article XI of this Agreement.

5. Any employee having knowledge of a defect in equipment or working conditions which he believes constitutes a hazard to the safety of the employees will immediately notify the Company of such hazard. Any employee having knowledge of an accident on the job which causes injury to any employee will immediately notify the Company of the accident and the name of any employee sustaining any injuries.
6. The Company will provide hard hats and all other special equipment required for the safety of its employees.
7. Any employee who violates a Company safety policy, violates established safety procedures, or fails to use Company-provided personal protective equipment (PPE) after being trained in its use, shall be subject to warning and, upon a second violation, shall be subject to immediate discharge.

ARTICLE VIII

General Conditions

1. Workmen shall be free to accept employment in any occupational classification and they shall be paid the scale of wages applicable to the work performed. After being employed in a particular occupational classification, a worker required to do work carrying a higher scale of pay shall receive the higher scale of wages applicable to the work performed. It is understood that the Company will not reduce a worker from an

occupation carrying a higher rate, to one carrying a lower rate and employ another to take his place, except that when an employee is promoted from an occupation carrying a lower rate to an occupation carrying a higher rate to fulfill a temporary need of the Company, he may be returned to his original occupation upon completion of the need for which he was originally temporarily promoted. A temporary promotion shall be defined as one in which the job for which the employee was promoted from a lower rate to a higher rate is completed within thirty (30) days from the date of promotion. A worker reduced in occupation shall be given an opportunity to work in an occupation carrying a higher scale of wages as soon as the Company has need for such work to be done.

2. Employees reporting for work must be furnished at least two (2) hours' work, but if work is not available, such employees shall be entitled to at least two (2) hours' pay at their regular scale of wages. This provision shall not apply either to the start of work or the stoppage of work in any day when, in the opinion of the Company, weather or weather conditions prevail which make it unsuitable to start work or necessary to stop work.
3. Any employee called out to work on off-scheduled hours will be paid a minimum of two (2) hours' pay at his regular rate of pay. However, such employee must remain on the job site and available for work for two (2) hours

- to qualify for such pay.
4. All special clothing, tools and equipment shall be furnished by the Company. Regular carpenter hand tools to be furnished by the employee.
 5. In those situations where the actual work site is so located that employees cannot arrive there by their own private means of transportation and it is necessary that the Company provide such transportation, the Company shall start the pay from the time the employees are told to report to the area where Company transportation is available. However, the employee's pay shall cease at the regular quitting time and the trip back to the reporting area shall be a non-pay period.
 6. Where employees are required to work away from their homes on work of a temporary nature, for a period not to exceed 24 working hours, then room, board and transportation shall be provided by the Company. Employees required to work away from their homes for a longer period than 24 working hours shall provide their own room and board.
 7. The Company agrees to provide cold potable water on each job site within close proximity of each crew (cut, fill, pipe crew, etc.) from not later than one hour after each shift starts until that shift ends.
 8. A pre-job conference between the Company and Union representatives shall be held after a (10) ten day

notification from either party if deemed necessary.

9. The Company will provide covered vehicles when transporting bargaining unit members if bad weather exists and if personal vehicles are restricted.
10. The Company and Union have agreed on a written policy with respect to trainees in the Heavy and Highway Construction Industry. Such policy may be modified by the parties at any time during the term of this Agreement. Copies of this policy may be obtained from Local Union 14614.
11. It has been agreed that the Union will establish a fund that will solely be used for educational programs for its members and for organizing efforts undertaken by the Local. Such Fund shall be titled Local Union 14614, USWA, Educational and Organizing Fund. It has been agreed that the Company shall deduct .10 cents per hour for every hour worked by bargaining unit employees. Said monies shall be paid over to the above-mentioned Fund no later than the 15th day of the following month in which said monies were withheld. Said monies shall be deducted from the bargaining unit employees' net wages.
12. The Company will provide a helper on drills without automatic steel changers when drilling pre-split slopes of 3/4 to 1 or flatter when requested by the operator.
13. Both parties agree that it is important to develop new workers with the skills necessary to keep the Companies

competitive. Both parties to this Agreement will provide two persons to work as a committee to develop policies and procedures for trainee positions. When an agreement has been reached by the committee members, it shall be submitted to both parties for ratification.

14. If an employer requests to employ workers from an out-of-state bargaining unit on a West Virginia project and the Union so agrees, such employees shall be employed subject to the terms and conditions of this Agreement, except that the employer's contributions for pension and insurance benefits shall be made to the out-of-state employees' home local at the home local's contribution rate so as to provide continuity in insurance coverage and pension accrual. Once the out-of-state employee is laid-off from the West Virginia project on which he is employed, he will be returned to his home bargaining unit and shall have no seniority, recall, or referral rights under this Agreement. "Home Local" shall be defined as the Local Union in which the worker's benefits are designated.

ARTICLE IX

Hours of Work and Overtime

1. The regular work week for all employees shall start with the first shift on Monday, unless otherwise agreed upon and shall consist of forty (40) hours which shall be recognized as regular time, and each employee shall be

paid for any of these hours he works at the regular rates of pay specified in this Agreement. The regular work day shall consist of no more than ten (10) hours, exclusive of lunch, during any twenty-four (24) hour period. Such twenty-four (24) hours shall mean one calendar day providing the Company is not working split shifts. Hours worked beyond the regular forty (40) hour work week shall be paid for at one and one-half times the regular rate of pay. All work performed in excess of ten (10) hours per day shall be paid for at one and one-half times the regular rate of pay. There shall be no pyramiding of overtime.

2. Where the Company elects to schedule a 4-day 10-hour work week encompassing Monday through Thursday, and such schedule cannot be worked due to inclement weather, only Friday of that week may be utilized by the Company as a makeup day when employees can be required to work. If Saturday of that week is utilized as a makeup day, the employees shall be given the option to work.
3. The daily overtime pay is subject to modifications upon the mutual consent between the Company and the Union.
4. Double time the regular rate shall be paid for all work performed on Sunday and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the Company is working a five-day work week at the time of any of

said holidays, any holiday falling on a Saturday shall be observed on the preceding Friday and any holiday falling on a Sunday shall be observed on the following Monday. If the Company is working a six-day work week at the time of any of said holidays, a holiday falling on a Saturday shall be observed on that Saturday and a holiday falling on a Sunday shall be observed on the following Monday. Holidays not worked shall be counted as eight (8) hours time worked for the purpose of computing over-time pay in the work week. Double time the regular rate shall be paid for all work performed on Sunday and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the Company is working a five-day work week at the time of any of said holidays, any holiday falling on a Saturday shall be observed on the preceding Friday and any holiday falling on a Sunday shall be observed on the following Monday. If the Company is working a six-day work week at the time of any of said holidays, a holiday falling on a Saturday shall be observed on that Saturday and a holiday falling on a Sunday shall be observed on the following Monday. Holidays not worked shall be counted as the same number of hours as the employees' regular shift to a maximum of ten (10) hours for the purpose of computing over-time pay in the work week.

5. Shift Differentials

(a) For hours worked on second shift there shall be a premium rate of fifteen cents (.15) per hour.

(b) Shifts shall be identified in accordance with the following:

(1) First shift includes all crews scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.

(2) Second shift shall include all crews starting after 2:00 p.m.

6. At the beginning of each job, the Company will advise employees of the anticipated hours of work for each day of the job. The Company shall have the right to modify those hours as conditions require.

ARTICLE X

Wages

1. Certain hourly wage rates for the various classifications and occupations for heavy and highway construction, effective December 15, 2000, December 15, 2001, December 15, 2002, and December 15, 2003, have been agreed to by the parties, are attached hereto, and are made a part of this Agreement by reference. If the wage rates as attached hereto differ from the State fair minimum wage rates, as determined under Chapter 21, Article 5A of the West Virginia Code, or predetermined Federal minimum wage rates, the said State or Federal minimum wage rates shall

control. Wages in effect or agreed to at the date of the bid letting shall apply for the entire duration of the project. However, the Special Wage Classifications set forth in the attached wage rates are negotiated classifications and will be observed on all jobs including those covered by predetermined wage rates.

2. All wages shall be paid to the workmen at least twice each month. The party of the first part agrees that no more than seven (7) days' pay shall be withheld from any workman for bookkeeping purposes.
3. If a workman is discharged, he must be paid within two (2) hours of the time of discharge if the payroll is prepared on or near the job. The workman shall be paid as soon as it is possible to obtain the cash or a check with which to pay him if the payroll is not prepared on or near the job.

ARTICLE XI

Grievance Procedure

1. Both parties to this Agreement hereby agree that should differences arise between the Company and the Union, in regard to the meaning and application of the provisions of this Agreement, wages, working rules and/or other conditions of employment, or should any local difficulties of any kind arise upon any job, an earnest effort shall be made to settle such differences immediately and in the following manner, the time limits

of each step being subject to extension by the mutual agreement of the Union and the Company.

2. **First Step**

Between the aggrieved party and the construction foreman within five (5) working days from the day the aggrieved party knew or reasonably should have known, of the grievance. If the grievance is timely raised and not settled within five (5) working days from the day it is raised, then the grievance shall proceed to the second step.

3. **Second Step**

If no agreement is reached between the aggrieved party and the construction foreman within the time limits set out in the First Step, the matter shall be taken up through the Job Steward and/or the Local Representative and the project superintendent, or, if the project superintendent is not available, the person in charge of the project. The aggrieved party, or his Union Representative, shall bring the grievance to the attention of the appropriate Company representative within five (5) working days of the conclusion of the First Step. If no agreement is reached between these parties, then the grievance shall proceed to the Third Step.

4. **Third Step**

In the event no agreement is reached in the Second Step, the aggrieved party shall reduce the grievance to writing and present it to the Company and the International Union Representative within five (5) working days from the conclusion of the Second Step. The Company shall reply to the grievance in writing within five (5) working days from its receipt of said written grievance. Thereafter the International Union Representative and the Company shall make every effort to settle the dispute. However, if the dispute is not settled within ten (10) working days after receipt of the Company's reply, the grievance shall proceed to the Fourth Step.

5. **Fourth Step**

If the dispute is not successfully settled in the Third Step, the matter shall be referred to an impartial umpire to be appointed by mutual agreement of the parties hereto. In the event the parties are unable to agree upon an impartial umpire, the Federal Mediation and Conciliation Service shall be requested to submit a list of recognized impartial umpires. Each party shall then strike names from this list alternately, with the Union striking first, until one name remains, who shall be the umpire.

A. The decision of the impartial umpire shall be final and binding. The expenses and fees incident to the

service of the umpire shall be shared equally by the Company and the Union.

- B. It is understood and agreed that the umpire shall have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement. He shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
6. Job Steward will be afforded such time off, without pay, as may be required.
- A. To attend regularly scheduled grievance meetings.
 - B. To visit any area of the job for the purpose of investigating differences or grievances that may arise between the parties. The steward will request permission from his supervisor before leaving his work area, and such permission will not be unreasonably withheld.
7. Staff Representatives or Local President of the Union who customarily handle grievances may participate in any step of the grievance procedure.

ARTICLE XII

Paid Vacations

1. Any employee who so qualifies shall be entitled to a week's paid vacation under the following criteria:
- (a) Each employee must have one year's continuous service with the Company as defined in Article VI

of this Agreement, except for the first year the employer becomes a member of the West Virginia Contractors Bargaining Association, Inc., or has not maintained continuous affiliation with said Association and becomes reinstated.

- (b) The scheduling of the vacation will be at the mutual agreement of the employee and the Company.
- (c) The employee will request such vacation by a thirty (30) day written notice. The Company shall give the employee a written response when vacation time requested has been denied by said Company. Such response shall be issued within ten (10) working days after the employee's timely written request has been received by the Company.
- (d) During this vacation, the employee will be paid on the basis of straight time hours at his regular rate for that year as follows:

Employees with less than one (1) year continuous service and a minimum of 1000 hours worked during the calendar year shall receive twenty (20) hours pay.

Employees with more than one (1) year of continuous service shall receive eight (8) hours pay for each two hundred (200) hours worked up to a maximum of forty (40) hours.

Employees with more than five (5) years of

continuous service shall receive an additional eight (8) hours pay if they work a minimum of one thousand (1000) hours during the year (i.e. a maximum of forty-eight (48) hours pay).

Employees with more than ten (10) years of continuous service shall receive an additional sixteen (16) hours pay if they work a minimum of one thousand (1000) hours during the year (i.e. a maximum of fifty-six (56) hours pay).

2. Any employee who quits, is laid-off for lack of work, or is discharged for cause who has already qualified for a paid vacation shall be paid as provided by Article XII, Section 3 of this Agreement. Such payment shall be made at the next regular pay period following the date of termination of employment.
3. Once an employee qualifies for paid vacation, he may elect to receive the equivalent pay in lieu of taking a vacation. If such election is made, payment will be made at the employee's regular base rate during that calendar year. Payment may be delayed until sufficient time has elapsed to implement the paid holiday exclusion (paragraph 6 below) if applicable.
4. Vacation pay will be paid in a check separate from the employee's regular payroll check.
5. Vacation pay shall be paid in only one check per calendar year. Any employee electing to take vacation pay shall

forfeit any subsequent accumulated vacation benefits provided under this Article for that calendar year.

6. Paid holiday exclusion. In a given calendar year, holidays paid in accordance with prevailing wage requirements or provisions of other USWA contracts shall be deducted from vacation pay accrued under this Agreement for that same calendar year.

ARTICLE XIII

Non-Discrimination

The parties of this Agreement agree not to discriminate against any employee or applicant for employment with the Company, member of the Union, or applicant for membership in the Union, because of sex, race, religion, color, or national origin, but will take affirmative action to insure that employees and applicants for employment, applicants for membership and members of the Union are treated during employment without regard to their sex, race, religion, color, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XIV

Mutual Protection

The parties recognize that the grievance procedure and arbitration measures provided in this contract are for the purpose

of settling disputes amicably, thereby avoiding any interruption of work or production. Accordingly, there shall be no strikes, lockouts, or other cessation of work or interference therewith during the term of this contract except as provided in Article XV, section 5. However, should either party fail or refuse to comply with an arbitrator's decision, then the other party shall have the right to resort to strike or lockout, as the case may be, in order to compel compliance with that decision.

In further consideration of the mutual promises contained herein the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court, or other legal or administered action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute claim, grievance, or complaint.

Nothing in this contract shall require either party to act in violation of any Federal or State law or validly issued regulation. In the event a provision of this contract is held to be in violation by final decree of a court of competent jurisdiction, such determination shall not in any wise affect any of the remaining provisions of this contract.

ARTICLE XV

Drug Testing

The parties recognize that a drug free, alcohol free, safe, healthy work environment is important to labor and management alike. Drug and alcohol testing may be conducted as each Company's substance abuse program mandates.

ARTICLE XVI

Parties

1. The parties hereto agree that the West Virginia Contractors Bargaining Association, Inc., is acting only as the negotiating representative for its subscribing members, and that it shall not be liable as a corporate entity for any violation of this Agreement by any of its subscribing members. West Virginia Contractors Bargaining Association, Inc., certifies that it is authorized by its membership to execute this Agreement on their behalf; and it agrees to furnish the Union a list of all members subscribing thereto; and if requested so to do by the Union, it will furnish it with a written authorization from each of its members authorizing it to act for them for collective bargaining purposes.
2. The Union agrees that a breach or violation of this Agreement by any one or more members of the West Virginia Contractors Bargaining Association, Inc., shall not be treated by it as cause for calling a strike or strikes

against members not in violation. The said Association agrees that a breach or violation of this Agreement in regard to one of its members shall not be treated by it as cause for a lockout by other members of this Association. The Union further agrees that the members of the West Virginia Contractors Bargaining Association, Inc., shall be severally and not jointly, liable for any breach or violation of this Agreement.

3. In the event any provision of this Agreement is held to be in conflict with any state or federal law applicable hereto, the parties shall not be bound by the provisions affected by such law; but all other provisions of this Agreement shall continue in full force and effect.
4. The Union agrees to recognize as a signatory to this contract any company engaged in the heavy, highway, building or utility construction industry that the Association admits into its membership at any time during the term of this Agreement.
5. Failure to withhold and pay Union dues, or to make the required contributions to the health and welfare and pension funds, including any penalties, shall be grounds for a strike by the Union against only that individual contractor after the giving of a seven day written notice to that contractor.

ARTICLE XVII

Health and Welfare

The Company shall deliver and pay over the below indicated sums of money per hour for each hour worked either at the regular or overtime rate (including all hours worked prior to the date the employee signs the Union check-off authorization card) for each employee covered in this Collective Bargaining Agreement to the Bargaining Association-Steelworker's Local 14614 Health and Welfare Fund:

Contribution Period		Contributions
From	12-15-1999	\$3.25
To	12-14-2000	
From	12-15-2000	<u>*At this date the union maintains the right to modify this allotment for said benefit.</u>

* Subject to modification by the Union.

The contributions, coverage and administration of said Fund shall be in accordance with the Trust Agreement between the parties hereto together with such Amendments as the Trustees of the said Fund may hereafter adopt.

Failure on the part of the Company to deliver and pay over to the said Fund the sums specified above shall make it liable for all claims, damages, attorneys fees, court costs, and all arrears in payment, plus a ten-percent (10%) penalty.

ARTICLE XVIII

Pension and Trust Fund

The Company shall deliver and pay over the below indicated sums of money per hour for each hour worked either at the regular or overtime rate (including all hours worked prior to the date the employee signs the Union check-off authorization card) for each employee covered in this Collective Bargaining Agreement to the United Steelworkers District 23 Local 14614 Pension Trust Fund:

Contribution Period		Contributions
From	12-15-1999	\$2.30
To	12-14-2000	
From	12-15-2000	<u>*At this date the union maintains the right to modify this allotment for said benefit.</u>

*Subject to modification by the Union.

The contributions, coverage and administration of said Pension Trust Fund shall be in accordance with a Trust Agreement between the parties hereto, together with such Amendments as the Trustees of the said Pension Trust Fund may thereafter adopt.

Failure on the part of the Company to deliver and pay over to the said Pension Trust Fund the sums specified above shall make it liable for all claims, damages, attorneys fees, court costs, and all arrears in payment plus a ten-percent (10%) penalty.

ARTICLE XIX

Termination Date

Except as otherwise provided below, this Agreement shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than midnight December 15, 2003.

If either party gives such notice it may include therein notice of its desire to negotiate with respect to insurance, pensions, and the parties shall meet within thirty (30) days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by the end of sixty (60) days after the giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position in respect to such matters as well as any other matter in dispute.

Any notice to be given under this Agreement shall be given by registered mail and be completed at the time of mailing, and, if by the Company, be addressed to the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania, and if the Union, to the Company at the West Virginia Contractors Bargaining Association, Inc., 1600 Bank One Center, Charleston, West Virginia 25301. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

CONTRACT WAGE RATES

Special Wage Classifications

1. Lead Mechanics shall be paid Class I wage rates. A Lead Mechanic shall be defined as one who can perform his work without supervision. However, for projects bid after December 15, 1984, lead mechanics shall be paid the Class II operators' rate.
2. Grader shall be paid Class II wage rates while cutting fine grade.
3. Controlled Fine Grade Machine Operator shall be paid Class I wage rates while doing fine grader work.
4. Head Greaser shall be paid Class II wage rates.
5. Air Track Drills will be paid Class III Operators rate.

NOTE: All wage rates shown under the respective calendar years actually take effect on the 15th day of December of the previous year (i.e. the 1991 wage rate actually takes effect on December 15, 1990.)

HIGHWAY

OPERATORS-HIGHWAY

CLASS IA: Shall include those operating the following equipment: Cranes and Tower Cranes with 250 feet of boom including mast and jibs of lifting capacity of 150 tons, and hoists with 30,000 pound line pull, cable-ways. Master Mechanic, Loaders, hoes and shovels 5.1 cu. yd. And over capacity.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.96	25.76	26.56	27.36

CLASS IIA: Cranes with 180-249 ft. of boom including mast and jibs of lifting capacity of 100 ton to 149 tons. Loaders, hoes and shovels 3.1 to 5 cu. yd capacity, mechanic with truck welder and tools 3/4 in. drive and below.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.96	25.76	26.56	27.36

CLASS I: Shall include those operating the following types of equipment: Crane, derricks, tower cranes, all shovels, drag lines, clamshells, backhoes, cableways, derrick (2 drums or more), dredge, sideboom tractors, tug, tow or work boat above 25 H.P. engine, equipment with booms of One Hundred and Fifty (150) feet and/or capacity of three (3) yards and over or 50 tons or over, front end loader with capacity of four (4) yards and over, capacities to be based on manufacturer's specifications. Transloader, Mechanic with tools up to 3/4 in drive and below. (Capacities to be based on

manufacturer's specification.)

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.96	25.76	26.56	27.36

CLASS II: Shall include those operating the following types of equipment: Crane, derrick boat, dragline, gradall, hoist (two drums or more), mechanic (heavy), mixer plant (two or more mixers including batch control), paver (dual drums), pile driver, shovel, coredrill operator, trencher (20" or over), truck crane, back hoe, hi-lift (1 1/2 cubic yards or over), dozer with ripper (when dozer is D-8 class or larger), double hitched equipment, bulldozer with roller, standard gauge locomotive, concrete pump, controlled fine grade machine, slip form paver operator, dozer with sloper. Also includes roller with blade (100 flywheel horsepower or more).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.41	24.21	25.01	25.81

CLASS III: Shall include those operating the following types of equipment: Fork lift, self-propelled concrete spreader, concrete finishing machine, bulldozer, derrick (single drum), hi-lift (under 1 1/2 cubic yards), hoist (single drum), single drum paver, trencher (under 20"), motor grader, air tugger, rubbertired scraper, self-loading tractor pan, Ross Carrier, "A" Frame, multiple concrete saw, asphalt paver, hydraulic post driver, base paver, rotary drill, lead greaser on grease truck or service island, snake or push tractor, horizontal road boring machine,

conductor of locomotive, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.04	22.84	23.64	24.44

CLASS IV: Shall include those operating concrete mixer (single drum) one cubic yard or over, tireman, asphalt batch plant, concrete batch plant, crushing plant, screening, and washing plant, form subgrader, power form handling equipment, burlap and curing machine, form grader, bull float, portable concrete saw, roller and compactor, bar and joint installing machine.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.57	22.37	23.17	23.97

CLASS V: Shall include high pressure fireman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.93	21.73	22.53	23.33

CLASS VI: Shall include those operating air compressor, concrete mixer (under one cubic yard), conveyer-belt or bucket, light plant, narrow gauge locomotive, welding machine, low pressure firemen, mechanic's helper, oiler, deckhand, screed man, spreader

box man, farm tractor, joint sealer and pump, steam jenny and brakeman of locomotive.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.37	21.17	21.97	22.77

CLASS VI-Utility: Class VI operators may operate up to five (5) pieces of utility equipment, but when operating one (1) or more 600 CFM compressors or one (1) or more pumps 4" or larger or, more than one (1) air compressor, conveyer-belt or bucket, light plant, welding machine, and pumps, the Class VI operator shall receive the following:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.62	23.42	24.22	25.02

LABORERS-HIGHWAY

CLASS I: Shall include Blacksmith, Tunnel Driller, Tunnel Miner, Tunnel Foreman, Powderman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.19	22.99	23.79	24.59

CLASS II: Shall include Laborer Foreman, Mucker-Chucker.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.43	22.23	23.03	23.83

CLASS III: Shall include Caisson Bottom man, Pipe Layer (including Laser Beam Setup), Form Setter (road), Drill Operator

and Insider Laborer.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.81	21.61	22.41	23.21

CLASS IV: Shall include Airtool Operator, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Mason Tender, Blacksmith helper, Cement Finisher helper, Drill helper, Powderman helper, Waterproofofer, Sheeter and Shorer, Pipe-layer helper, Bull-float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Asphalt Raker, Greencutter, Georgia Power Buggie, Burner, Grade Checker, Cement Blower Man.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.22	21.02	21.82	22.62

CLASS V: Shall include Laborer, Deckhand, Mulcher and Seeder (hand or machine), Tree Trimmer, Flagman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.66	20.46	21.26	22.06

TRUCK DRIVERS-HIGHWAY

CLASS I: Warehouse, Yardmen, Truck Helpers, Pick-ups, Station Wagons, Panel Trucks, Team 2-Up.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.67	20.47	21.27	22.07

CLASS II: Single axle trucks used as dump, supply, fuel, water, van, flatbody, monorail, distributor, (other than bituminous distributors) and including towed single units-material checkers, material receivers, Team 4-Up, Greasers, Tiremen and Mechanic helpers (trucks).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.97	20.77	21.57	22.37

CLASS III: Tandem Axle trucks used as dump, supply, fuel, water, van, flatbody, monorail and including towed single units, truck tractors used in combination with dump, van, tank, flatbed, low platform, or pole trailers, bituminous distributors, agitator or mixer trucks (up to and including 5 c.y.).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.42	21.22	22.02	22.82

CLASS IV: Rubber-tired tractors (towing or pushing).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.11	21.91	22.71	23.51

CLASS V: Tri-axle trucks used as dump, supply, fuel, water, van, flatbed, monorail and including towed single units, agitator or mixer trucks (over 12 c.y. to 20 c.y.).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.21	22.01	22.81	23.61

CLASS VI: Agitator or mixer trucks (over 20 c.y.). Off highway rear dump to 75 tons.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.55	22.35	23.15	23.95

CLASS VII: "A" frame operator.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.82	22.62	23.42	24.22

CLASS VIII: Mechanics (truck) foreman and/or dispatchers. Off highway rear dump-over 75 tons.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.02	22.82	23.62	24.42

CARPENTERS-HIGHWAY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.56	23.36	24.16	24.96

Journeyman Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.13	24.93	25.76	26.53

Pile Drivers

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.16	23.96	24.76	25.56

Pile Drivers Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.74	25.54	26.34	27.14

CEMENT MASONS-HIGHWAYS

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.74	23.54	24.34	25.14

Working Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.53	24.33	25.13	25.93

General Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.34	25.14	25.94	26.74

OPERATORS-HEAVY

CLASS I: Shall include those operating the following types of equipment: Cableway, derrick (2 drums or more), dredge, sideboom tractor, tug, tow or work boat above 25 H.P. engine, equipment with booms of One Hundred and Fifty (150) feet and/or capacity of three (3) yards and over or 50 tons or over, front end loader with capacity of four (4) yards and over, capacities to be based on manufacturer's specifications. Transloader.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
25.24	26.04	26.84	27.64

CLASS II: Shall include those operating the following types of equipment: Crane, derrick boat, dragline, gradall, hoist, (two drums or more) mechanic (heavy), mixer plant (two or more mixers including batch control), paver (dual drums), pile driver, shovel coredrill operator, trencher (20" or over), truck crane, backhoe,

hi-lift (1 1/2 cubic yards or over), dozer with ripper (when dozer is D-8 class or larger), double hitched equipment, bulldozer with roller, standard gauge locomotive, concrete pump, controlled fine grade machine, slip form paver operator, dozer with sloper.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.72	24.52	25.32	26.12

CLASS III: Shall include those operating the following types of equipment: Fork lift, self-propelled concrete spreader, concrete finishing machine, bulldozer, derrick (single drum), hi-lift (under 1 1/2 cubic yards), hoist (single drum), single drum paver, trencher (under 20"), motor grader, air tugger, rubber-tired scraper, self-loading tractor pan, Ross Carrier, "A" Frame, multiple concrete saw, asphalt paver, hydraulic post driver, base paver, rotary drill, lead greaser on grease truck or service island, snake or push tractor, horizontal road boring machine, conductor of locomotive, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator auto sled, turn table.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.33	23.13	23.93	24.73

CLASS IV: Shall include those operating concrete mixer (single drum) one cubic yard or over, tireman, asphalt batch plant, concrete batch plant, crushing plant, screening and washing plant, form subgrader, power form handling equipment, burlap and curing

machine, form grader, bull float, portable concrete saw, roller and compactor, bar and joint installing machine.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.88	22.68	23.48	24.28

CLASS V: Shall include high pressure fireman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.28	22.08	22.88	23.68

CLASS VI: Shall include those operating air compressor, concrete mixer (under one cubic yard), conveyer-belt or bucket, light plant, narrow gauge locomotive, welding machine, low pressure fireman, mechanic's helper, oiler, deckhand, screed man, spreader box man, farm tractor, joint sealer and pump, steam jenny and brakeman of locomotive.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.66	21.46	22.26	23.06

CLASS VI Utility: Class VI operators may operate up to five (5) pieces of utility equipment, but when operating one (1) or more 600 CFM compressors or one (1) or more pumps 4" or larger, or more than one (1) air compressor, conveyerbelt or bucket, light plant, welding machine, and pumps, the CLASS VI operator shall receive the following:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.92	23.72	24.54	25.32

LABORERS-HEAVY

CLASS I: Shall include Blacksmith, Tunnel Driller, Tunnel Miner, Tunnel Foreman, Powderman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.51	23.31	24.11	24.91

CLASS II: Shall include Laborer Foreman, Mucker-Chucker.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.69	22.49	23.29	24.09

CLASS III: Shall include Cassion Bottom man, Pipe Layer (including Laser Beam Set-up), Form Setter (road), Drill Operator and Inside Laborer.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.15	21.95	22.75	23.55

CLASS IV: Shall include Airtool Operator, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Mason Tender, Blacksmith helper, Cement Finisher helper, Drill helper, Powderman helper, Waterproofer, Sheeter and Shorer, Pipelayers helper, Bullfloat Man, Pavement Reinforcing Placer, Handyman, Signal Man, Asphalt Raker, Greencutter, Georgia Power Buggie, Burner, Grade Checker, Concrete Blower Man.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.52	21.32	22.12	22.92

CLASS V: Shall include Laborer, Deckhand, Mulcher and Seeder, (hand or machine), Tree Trimmer, Flagman.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.09	20.89	21.69	22.49

TRUCK DRIVERS-HEAVY

CLASS I: Warehouse, Yardmen, Truck Helpers, Pick-ups, Station Wagons, Panel Trucks, Team 2-Up.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.06	20.86	21.66	22.46

CLASS II: Single axle trucks used as dump, supply, fuel, water, van, flatbody, monorail, distributor, (other than bituminous distributors) and including towed single units-material checkers, material receivers, Team 4-Up, Greasers, Tiremen and Mechanic helpers (trucks).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.38	21.18	21.98	22.78

CLASS III: Tandem Axle trucks used as dump, supply, fuel, water, van, flatbody, monorail, and including towed single units, truck tractors used in combination with dump, van, tank, flatbed, low platform, or pole trailers, bituminous distributors, agitator or mixer trucks (up to and including 5 c.y.).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.81	21.61	22.41	23.21

CLASS IV: Rubber-tired tractors (towing or pushing).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.45	22.25	23.05	23.85

CLASS V: Tri axle trucks used as dump, supply, fuel, water, van, flatbed, monorail and including towed single units, agitator or mixer trucks (over 12 c.y. to 20 c.y.).

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.60	22.40	23.20	24.00

CLASS VI: Agitator or mixer trucks (over 20 c.y.). Off highway rear dump trucks to 75 tons.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.93	22.73	23.53	24.33

CLASS VII: "A" frame operator.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.32	23.12	23.92	24.72

CLASS VIII: Mechanics (truck), forman and/or dispatchers. Off highway rear dump - over 75 tons.

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.38	23.18	23.98	24.78

CARPENTERS-HEAVY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.87	23.67	24.47	25.27

Journeyman Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.39	25.19	25.99	26.79

Pile Drivers

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.51	24.31	25.11	25.91

Pile Drivers Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
25.10	25.90	26.70	27.50

CEMENT MASONS-HEAVY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.07	23.87	24.67	25.47

Working Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.86	24.66	25.46	26.26

General Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
24.63	25.43	26.23	27.03

IRONWORKERS
HEAVY & HIGHWAY

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
27.33	28.13	28.93	29.73

SUPPLEMENTARY AGREEMENT

PRIVATE WORK

THIS SUPPLEMENTARY AGREEMENT, made and entered into this 15th day of December, 1999, by and between the WEST VIRGINIA CONTRACTORS BARGAINING ASSOCIATION, INC., a corporation, hereinafter sometimes referred to as the Association, party of the first part, and UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter referred to as the Union, party of the second part:

R E C I T A T I O N S

- (1) The parties hereto have entered into a collective bargaining agreement dated the 15th day of December, 1999.
- (2) The said collective bargaining agreement governs the relationships between the parties in the highway, heavy, building and utility construction industry regarding the rates of pay, hours of work, and conditions of employment to be observed by the parties.
- (3) The wage rates incorporated into the said collective bargaining agreement by reference are intended to be applicable to public construction projects.
- (4) It is the mutual desire of the parties hereto to establish a separate wage rate to be paid on private construction projects:

NOW, THEREFORE, WITNESSETH:

I.

For purposes of this supplementary agreement, private work shall be defined as any work on which Federal or State minimum wage rates are not applicable.

II.

Hourly wage rates for private highway construction, private heavy construction, and small private construction have been established by the parties and are made a part of this Agreement by reference. The classifications of employees contained in said private wage rates shall have the same definition and scope as those classifications set forth in the collective bargaining agreement dated the 15th day of December, 1990, between these parties.

III.

Private construction work conducted under this Supplementary Agreement shall be divided into two categories, being large private work and small private work. On large private work, the Company shall pay its employees the wage rates entitled "Private Highway Construction Wage Rates" and "Private Heavy Construction Wage Rates" attached to and made a part of this Supplementary Agreement by reference.

In small private work, the Company shall be permitted to pay its employees those wage rates attached to and made a part of this

Supplementary Agreement by reference and entitled "Small Private Construction Wage Rates".

Whether a particular construction project constitutes large private work or small private work within the contemplation of this agreement shall be determined by the mutual agreement of the parties which agreement shall be reached prior to the Company bidding the work if the contemplated project is subject to competitive bids.

IV.

Any employee of a company using the small private wage rate set forth in this Agreement shall have the right to refuse a work assignment to that project upon which such wage rate is to be utilized, without any loss of recall rights, loss of seniority, or any penalty or retaliation whatsoever. The Company agrees that it will not transfer less senior employees from work specified in this Agreement to work excluded from this Agreement, while senior employees are available for recall.

V.

The Company shall deliver and pay over the below indicated sums of money per hour for each hour worked either at the regular or overtime rate (including all hours worked prior to the date the employee signs the Union Check-Off Authorization Card) for each employee covered in this collective bargaining agreement to the Bargaining Association-Steelworkers Local 14614 Health and Welfare

Fund:

Contribution Period	
From	12-15-1999
To	12-14-2000

Contributions
\$3.25

From	12-15-2000
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*At this date the union maintains the right to modify this allotment for said benefit.

* Subject to modification by the Union.

VI.

The Company shall deliver and pay over the below indicated sums of money per hour for each hour worked either at the regular or overtime rate (including all hours worked prior to the date the employee signs the Union Check-Off Authorization Card) for each employee covered in this collective bargaining agreement to the United Steelworkers District 23, Local 14614, Pension Trust Fund:

Contribution Period	
From	12-15-1999
To	12-14-2000

Contributions
\$1.15

From	12-15-2000
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*At this date the union maintains the right to modify this allotment for said benefit.

*Subject to modification by the Union

VII.

Senior employees assigned to work on private work may exercise their seniority to claim jobs on non-private work upon sixty (60) day written notice to the Company provided that such transfer of senior employees does not impose an undue burden on the Company.

VIII.

It is the intent and desire of the parties to this supplementary agreement that the aforesaid collective bargaining agreement be supplemented by this supplementary agreement only to the extent of creating a separate wage rate to be paid on private work in the heavy, highway, building and utility construction industry, and in no other respect. The parties may re-negotiate the wages under the private sector of this Agreement if they deem them to be unacceptable with respect to a project to be bid by a signatory contractor.

PRIVATE HIGHWAY CONSTRUCTION WAGE RATES

OPERATORS-HIGHWAY

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.93	23.53	24.13	24.73

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.36	21.96	22.56	23.16

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.91	20.51	21.11	21.71

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.43	20.03	20.63	21.23

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
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	18.78	19.38	19.98	20.58
CLASS VI:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	18.18	18.78	19.38	19.98

CLASS VI:				
(utility)				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	20.52	21.12	21.72	22.32

LABORERS-HIGHWAY

CLASS I:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	20.60	21.20	21.80	22.40

CLASS II:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	19.35	19.95	20.55	21.15

CLASS III:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	18.70	19.30	19.90	20.50

CLASS IV:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	18.08	18.68	19.28	19.88

CLASS V:				
	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	17.50	18.10	18.70	19.30

TRUCK DRIVERS-HIGHWAY

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
17.18	17.78	18.38	18.98

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
17.45	18.05	18.65	19.25

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
17.88	18.48	19.08	19.68

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.51	19.11	19.71	20.31

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.64	19.24	19.84	20.44

CLASS VI:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.91	19.51	20.11	20.71

CLASS VII:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.17	19.77	20.37	20.97

CLASS VIII:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.35	19.95	20.55	21.15

CARPENTERS-HIGHWAY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.45	21.05	21.65	22.25

Journeyman Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.03	22.63	23.23	23.83

Pile Drivers

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.27	20.87	21.47	22.07

Pile Drivers Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.83	22.43	23.03	23.63

CEMENT MASONS-HIGHWAY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.81	21.41	22.01	22.61

Working Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.60	22.20	22.80	23.40

General Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.48	23.08	23.68	24.28

IRONWORKERS-HIGHWAY

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
25.89	26.49	27.09	27.69

PRIVATE HEAVY CONSTRUCTION WAGE RATES

OPERATORS-HEAVY

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
23.23	23.83	24.43	25.03

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.69	22.29	22.89	23.49

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.22	20.82	21.42	22.02

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.74	20.34	20.94	21.54

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.11	19.71	20.31	20.91

CLASS VI:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.50	19.10	19.70	20.30

CLASS VI-UTILITY:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.86	21.46	22.06	22.66

TRUCK DRIVERS-HEAVY

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
17.56	18.16	18.76	19.36

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.20	18.80	19.40	20.00

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.27	18.87	19.47	20.07

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.86	19.46	20.06	20.66

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.00	19.60	20.20	20.80

CLASS VI:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.29	19.89	20.49	21.09

CLASS VII:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.65	20.25	20.85	21.45

CLASS VIII:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.71	20.31	20.91	21.51

CARPENTERS-HEAVY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.75	21.35	21.95	22.55

Journeyman Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.34	22.94	23.54	24.14

Pile Drivers

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.62	21.22	21.82	22.42

Pile Drivers Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.16	22.76	23.36	23.96

CEMENT MASONS-HEAVY

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.12	21.72	22.32	22.92

Working Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
21.93	22.53	23.13	23.73

General Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
22.76	23.36	23.96	24.56

IRONWORKERS-HEAVY

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
25.89	26.49	27.09	27.69

LABORERS-HEAVY

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
20.66	21.26	21.86	22.46

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.61	20.21	20.81	21.41

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
19.05	19.65	20.25	20.85

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
18.38	18.98	19.58	20.18

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
17.96	18.56	19.16	19.76

SMALL PRIVATE CONSTRUCTION WAGE RATES

OPERATORS

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
15.48	15.88	16.28	16.68

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
13.73	14.13	14.53	14.93

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
12.51	12.91	13.31	13.71

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
12.09	12.49	12.89	13.29

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.55	11.95	12.35	12.75

CLASS VI:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.05	11.45	11.85	12.25

CLASS VI-UTILITY:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
13.03	13.43	13.83	14.23

LABORERS

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
12.71	13.11	13.51	13.91

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
12.02	12.42	12.82	13.22

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.49	11.89	12.29	12.69

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
10.96	11.36	11.76	12.16

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
10.47	10.87	11.27	11.67

CARPENTERS

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
12.97	13.37	13.77	14.17

Journeyman Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
14.31	14.71	15.11	15.51

CEMENT MASONS

Journeyman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
13.24	13.64	14.04	14.44

Working Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
13.92	14.32	14.72	15.12

General Foreman

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
14.66	15.06	15.46	15.86

IRONWORKERS

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
15.87	16.27	16.67	17.07

TRUCK DRIVERS

CLASS I:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
10.26	10.66	11.06	11.46

CLASS II:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
10.50	10.90	11.30	11.70

CLASS III:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
10.87	11.27	11.67	12.07

CLASS IV:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.41	11.81	12.21	12.61

CLASS V:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.51	11.91	12.31	12.71

CLASS VI:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.75	12.15	12.55	12.95

CLASS VII:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
11.98	12.38	12.78	13.18

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 2000.

**WEST VIRGINIA CONTRACTORS
BARGAINING ASSOCIATION, INC.**

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC**

BY: _____
Robert O. Orders, Jr.
Its President

George F. Becker
International President

BY: _____
Stephen A. Weber
Its Executive Secretary

Leo Gerard
International Secretary-Treasurer

Richard H. Davis
International Vice President - Administration

Leon Lynch
International Vice President - Human Affairs

Ernest R. Thompson - Director, District 8

Tim Dean - Sub-District Director

Larry A. Rose - Staff Representative

LOCAL UNION 14614 COMMITTEE

James A. Spade - President

Philip S. Flowers, Jr. - Vice President

Jesse Maynard - Financial Secretary

Pamela Miller

James Price