

**TEAMSTERS LOCAL 436
CONSTRUCTION
AGREEMENT**

FOR

**LAKE, GEAUGA AND
CUYAHOGA COUNTIES**

**AND OHIO CONFERENCE OF
TEAMSTERS
OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

MAY 1, 2019 THROUGH APRIL 30, 2022

ARTICLE 1

UNION SECURITY CLAUSE

- A. Teamsters Local Union #436 shall be the sole representative of those classifications of employees as covered by this Agreement in collective bargaining with the Employer.
- B. Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of continued employment maintain membership in the Union to the extent of paying his initiation fee and his periodic membership dues uniformly required of all Union members.
- C. Any employee who on the effective date of this Agreement is not a member in good standing of the Union and any employee hereafter hired, shall as a condition of continued employment on or after the **8th** day following the beginning of his employment, or eight **(8)** days after the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union to the intent of paying the initiation fee and the periodic membership dues uniformly required of all Union members.
- D. The Employer shall use the Local #436 referral list when hiring new employees. Exceptions are outlined on said referral system.
- E. The Employer shall notify the Union in writing within **ten (10)** days, the names and dates of employment of any employees hired after the effective date of this Agreement.

ARTICLE 2

DEFINITIONS

The word "**work**" when used herein means any construction site work as defined herein.

- A. An excavating and construction driver is an employee engaged, not in hauling building materials (except from one point to another on the site of a construction project), but in excavating or grading, and in the hauling of other material from one point to another site of a construction project, and in the hauling of salt, sulphur, or any comparable product. In the event the hauling of topsoil, normally considered a building material, is part of an excavating project, such hauling shall be considered as excavating. To be considered as building material, the topsoil must be hauled from a bona fide topsoil pile.

ARTICLE 3

WAGES

A. In May of 1976 employees were given a one time irrevocable option of one dollar (\$1.00) per hour increase or keep fringes that included vacations, holidays and funeral leave of three (3) days off with pay to attend the funeral of the members Father, Mother, wife, husband, brother, sister, son, daughter, father-in-law, or mother-in-law. The compensated day or days must fall within the employees regular scheduled work week. The hourly rate of those employees who chose to keep these fringes in one dollar (\$1.00) per hour less than the hourly rates listed below for each job classifications:

<u>WAGES:</u>	<u>EFFECTIVE DATE</u>		
	<u>5/1/19</u>	<u>5/1/20</u>	<u>5/1/21</u>
Straight and Dump Trucks including Asphalt	\$ 30.40	\$ 30.90	\$ 31.40
Warehousemen in bona fide warehouses for storage of construction materials....	\$ 30.40	\$ 30.90	\$ 31.40
Straight Fuel	\$ 30.40	\$ 30.90	\$ 31.40
Semi Fuel	\$ 30.90	\$ 31.40	\$ 31.90
Semi Tractor Drivers Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All Drivers, Tournarockers, Hi-Lifts, Fork-Lifts, Extra Long Trailers, and Semi-Pole Trailers, Double Hook-Up Tractor Trailers, including Team Track and Railroad siding, Semi-Tractor and Tri-Axle Trailer, Tandem Tractor and Tandem Trailer, Tandem Trailer and Tri-Axle Trailer, Tag Along Trailer, Expandable Trailers or towing requiring road permits. Ready-Mix (Agitator or non-agitator) Bulk concrete drivers, dry batch trucks, Articulated End Dump, Bus Drivers	\$ 30.90	\$ 31.40	\$ 31.90

B. Ten Cents (**\$.10**) per hour for 2nd and 3rd shifts.

C. Twenty-five cents (**\$.25**) per hour above the hourly rate for classification as Steward.

D. Lunch Period - When requested to work through the agreed lunch period, the employee must be paid at time and one-half (**1-1/2**). Overtime shall not be duplicated.

E. **New Hires-** Employees that are newly hired without documentation of prior work under the Teamsters Local 436 Construction Agreement and is working on a **non-prevailing wage job** his/her wages shall be at 80% of the wage rate for the first year of employment, 90% of the wage rate for the second year of employment and full wage rate starting the third year of employment. **The above scale is to be used until the apprentice training program becomes effective.**

F. The Trustees of The Ohio Teamsters Apprenticeship and Journeymen Training Trust Fund have offered the opportunity to all Employers signatory to the Teamsters Local 436 Construction Agreement to participate in said Trust Fund.

1. An Employer wishing to participate must contact Chip Anderson at (330) 881-5034 no later than July 1, 2019.

2. Upon agreement to participate the Employer is bound by the following for the duration of the Collective Bargaining Agreement, which expires 5-30-2022.

3. **Apprenticeship Program** - 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 execution 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.

4. **Apprenticeship Fund** - Effective May 1, 2016, the Contractor agrees to pay the sum of twenty cents (\$.20) 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.

5. **Apprenticeship Rates** -

<u>Length of service</u>	<u>Percentage of Stage II Journeyman "B" Rate</u>
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

6. **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.

G. The Employer may utilize Direct Deposit for Payroll.

ARTICLE 4

HOLIDAYS

(Subject to the provision in Article 3A of this Agreement)

A. An employee who does not work on the following holidays (whether or not they fall on Saturday or Sunday) shall be paid holiday pay equal to eight (8) hours at his straight time hourly rate. If required to work on any of these holidays, he shall be paid at the rate of two and one-half (2-1/2) times his regular hourly rate.

**New Years Day
Fourth of July
Thanksgiving Day
National Election Day**

**Memorial Day
Labor Day
Christmas Day**

B. To be eligible to receive holiday pay an employee must have worked at least one (1) day in the period fourteen (14) calendar days prior to the holiday and/or in the fourteen (14) day calendar period after the holiday.

C. An employee shall receive holiday pay for a holiday which falls in his vacation, in addition to his regular pay.

ARTICLE 5

TEMPORARY ASSIGNMENT

A. When an employee shall be temporarily assigned to a classification, he shall receive the rate of wages applicable to such other classifications for work performed therein. When an employee shall be temporarily assigned to a classification other than his regular classification, he shall receive the higher rate of wages for all hours worked that day and as long as he remains in such classification.

1. An employee who drives equipment temporarily of a reduced rate shall not suffer any reduction in his original classified rate for the remainder of the payroll period.

2. Before an Employer introduces major changes in operations which might result in loss of employment for regular, full-time employees, the Employer shall meet and review such change with the Union in an effort to minimize the possible economic hardship involved for all parties.

B. All equipment other than what has been classified and negotiated for, the Union and the Employer agree to negotiate rates and conditions.

C. Any and all mechanical work done on Teamster-operated equipment will be done by Teamsters 436 mechanics or the Mechanics Union affiliated with the International Brotherhood of Teamsters.

D. All trucks will be manned by members of Local No. 436 or applicants thereto.

E. All deliveries of materials made from on, and around a job site shall be done exclusively by employees of contractors who are part of the bargaining unit classified herein, including the busing and transportation of men.

F. Supervisory employees, Salesmen, Yard or Warehousemen are prohibited from driving equipment when drivers are available.

G. Trucks purchased by the Employer and used for deliveries during the winter shall be equipped with heaters and defrosters and existing heaters and defrosters will be maintained.

ARTICLE 6

HOURS AND OVERTIME

A. **Eight (8)** hours shall constitute a workday. **Five (5)** work days, Monday through Friday, shall constitute a work week. The starting time for all drivers shall be between **6:00 a.m. and 8:00 a.m.** each work day. A driver starting to work after **8:00 a.m.** shall be entitled to credit as "hours worked" the hours between **8:00 a.m.** and the time the driver actually starts to work, provided the driver's starting time to work after **8:00 a.m.** was not due to his own failure or neglect to report for work before **8:00 a.m.** after being ordered or directed by the Employer to report before **8:00 a.m.**

An employer may schedule a **four (4) ten (10)** hour day work-week provided he notifies the union steward and the employees by Wednesday of the week before such change occurs. All work performed on Saturday shall be paid at time and one-half (**1-1/2**) work performed on Sunday shall be paid at double time (**2X**).

B. When an employee starts to work he shall be guaranteed **eight (8)** hours pay. It is agreed that members of the union will work overtime when necessary.

C. Employees reporting for work and not informed the day before not to do so shall receive two (2) hours pay for show-up time. Employee must stay on job to get paid.

D. During inclement weather only, once starting work, member shall be guaranteed four (4) hours pay. After completion of four (4) hours, an eight (8) hour guarantee will be in effect. Member must stay in service of Employer to be paid the guarantees in this Article.

E. Scheduling of employees for the following day must be made not later than 8:00 p.m. In the event the employee is not available for scheduling, the steward must be given the opportunity to call before the next man is contacted. If an employee has not been told the night before to report to work, he shall not be penalized for failing to stand by the telephone at home the next day.

F. When Teamsters are complementing other trades on overtime work, they shall be compensated on the same overtime conditions as the trade they are complementing, using the prevailing Teamster's classified rate.

G. All Employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by the Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and register in, until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the employees classified hourly rate.

H. When payroll is not ready to distribute at quitting time, employee shall be paid waiting time until pay is received.

ARTICLE 7

SENIORITY

A. Seniority is defined to mean the opportunity to work when work is available based on total amount of service with the employer. There will be no exercise of seniority during a pay period excluding breakdown on the job site.

ARTICLE 9

WELFARE FUND

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

Effective 5/1/19 the Employer contribution rate paid to the Health and Welfare Fund for each employee shall be **\$5.80 per hour for all hours worked.**

Effective 5/1/20 the Employer contribution rate paid to the Health and Welfare Fund for each employee shall be **\$6.30 per hour for all hours worked.**

Effective 5/1/21 the Employer contribution rate paid to the Health and Welfare Fund for each employee shall be **\$6.80 per hour for all hours worked.**

Any additional contributions needed 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 purpose 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.

G. The Employer agrees that, after reasonable notice, its obligations to contribute to the Local 436 Welfare Fund may be assigned or transferred to another employee welfare benefit plan at the direction of IBT Local Union 436. The Company also agrees to negotiate any necessary changes caused by such assignment.

ARTICLE 10

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, 2016**, the Employer shall pay into the Pension Fund **\$ 10.05 per hour on all hours worked**.

Any additional contributions needed for Pension shall be deducted from wages.

1. Pension Fund payments shall be paid for all holidays and vacations.

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.

ARTICLE 11

PROTECTION OF RIGHTS

A. It shall not be a violation of this Agreement notwithstanding any other provisions of this Agreement and shall not be cause for discharge or disciplinary action, in the event an employee:

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

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

B. An employee shall not be held responsible for mud littering of a street if he establishes that he used reasonable and honest efforts to remove the mud from his truck.

C. All court costs and fines shall be paid by the Employer for overloading and defective equipment. The Employer shall be responsible for arrests of employee, when arrest is due to defective equipment, if defect has not been caused by the employee.

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.

ARTICLE 14

DUES & SUPPLEMENTAL DUES

A. The Employer shall deduct from the wages payable to any employee, and pay to the Union, the amount of monies which that employee has authorized the Employer to deduct by written assignment and authorization, including but not limited to initiation fees, reinitiation fees or reinstatement fees, membership dues including delinquent dues, supplemental dues, service fees, uniform assessment or any amount owed to the Union. The Employer agrees to notify the Union whenever any employee shall revoke a written assignment and authorization previously delivered to the Employer.

B. **Working Dues Supplement:** During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (C) of the Labor Management Relations Act, as amended, the Employer shall deduct from the wages of all employees covered by this Agreement **effective October 1, 2004, ten cents (\$.10) per hour for each payroll hour as working dues supplement, with a maximum of (40) forty hours per week.** Said sums shall be remitted to the Local Union as working dues supplement and reporting of those sums shall be made in the same manner and on forms provided by the Union. Supplemental dues are in addition to the regular monthly dues. All authorized deductions by an Employer pursuant to this Article, shall be remitted to the Union no later than the **fifteenth (15th) day of the month** in which such dues deducted. The failure to remit dues deducted in accordance with this Article, shall result in the Employer being charged with a late payment fee equal to **five percent (5%)** of the amount of dues owed and any cost and expenses involved in collecting such delinquent dues including attorney fees.

C. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amounts designated from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE on a monthly basis, on one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

D. The Union will reimburse the Employer for any sum or sums which the Employer may deduct from employee's wages pursuant to this Article and which a court or governmental agency state or federal, shall determine to have been illegal or unauthorized.

E. Employer shall deduct from the first pay of each month monies which the employee has authorized the employer to deduct for the current month and promptly and immediately remit to the Union. The Employer shall send with said deductions a summary and breakdown of said deductions on forms as provided to the Employer by the Union.

ARTICLE 15

EXPIRATION AND RENEWAL

A. This Agreement shall be binding upon the Employer and his successors and/or assigns; provided that if the Employer shall merge with another Employer the Greater Cleveland area, the seniority of the respective employees shall be carried over on a consolidated roster, but shall be based upon their service with their respective Employers. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of sale.

B. Liquidation - Whenever it is necessary to liquidate the total assets of any company or dealer, the Employer agrees to severance pay of: **One (1) to five (5) years - one (1) week; six (6) to ten (10) years - two (2) weeks; eleven (11) or more years three (3) weeks** at the employees classified rate of pay. Vacation credits shall be prorated on a monthly basis and all remaining holidays for that calendar year must be paid.

C. Any part of wages may be designated to a fringe payment for Health, Welfare, and Pension Funds to Teamsters Local 436.

D. This Agreement shall become effective as of **May 1, 2019** and shall remain in full force and effect until **April 30, 2022**, and thereafter shall continue in full force and effect for successive periods of one year unless notice of intention to terminate, amend, change or modify is given as hereunder provided.

E. **Sixty (60)** days prior to **April 30, 2022**, or any succeeding **April 30th**, the Employer or the Union may give the other party written notice of intention to terminate, amend, change or modify the provisions of this Agreement. The Employer shall not be required, prior to **March 1, 2022**, to negotiate with the Union concerning the termination, amendment, change or modification of this Agreement, except as provided herein.

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

G. This Agreement shall be binding upon the Employer and his successors and assigns. In the event that the Employer shall merge with another Employer within the jurisdiction of Teamsters Local Union #436, the seniority of the respective employees shall be carried on a consolidated roster but shall be based upon their service with their respective Employer.

IN WITNESS WHEREOF the parties have executed this Agreement as of this _____ day of _____, 2019 .

TEAMSTERS LOCAL NO. 436

EMPLOYER

**** SEE ATTACHED CONSTRUCTION SIGNATURE PAGE
BY COMPANY****