

# BUILDING AGREEMENT

Between  
**LABORERS' LOCAL 83**  
Portsmouth, Ohio

Laborers' District Council of Ohio  
Laborers' International Union  
of North America, AFL-CIO

2023 - 2026



Tri-State  
Contractors Association

June 1, 2023 through May 31, 2026

Counties within Jurisdiction:  
Scioto, Pike, Gallia, Meigs  
Lawrence, Adams, Highland,  
Jackson, Ross, Athens and Vinton

Printed 2023

## Laborers' Local 83

Affiliate of

Laborers' International Union of North America, AFL-CIO



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# 2023

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# 2026

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# AGREEMENT

This Agreement is made and entered into as of the 1st day of June, 2023 by and between the Tri-State Contractors Association (hereinafter called the **Contractor**) as party of the first part, and Laborers' International Union of North America, Local #83 Laborers' District Council of Ohio (hereinafter called the **Union**), as party of the second part.

## ARTICLE 1. PURPOSE OF AGREEMENT

**Section 1.** The purpose of this Agreement is to determine the hours, wages and other conditions of employment and to maintain cooperative relationships so that the Contractor may secure sufficient capable workmen, and the workmen may have as much continuous employment as possible without interruption by strikes, lockouts, or other labor trouble.

This Agreement shall be operative and effective in the following counties in Ohio: **Scioto, Pike, Gallia, Meigs, Lawrence, Adams, Highland, Jackson, Ross, Athens and Vinton.**

**Section 2.** It is mutually understood that the following terms and conditions relative 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 Contractor and the Union during the terms of this Agreement, and any renewal thereof. This Agreement may be modified by mutual consent in writing by the parties hereof.

**Section 3.** Workmen shall include all persons employed by the Contractor in the performance of either of the various classes of work covered by this Agreement coming within the jurisdiction of the Union.

**Section 4.** Both parties to this Agreement shall be, and are bound by the provisions of the Labor-Management Act of 1947 as amended, or

as the same may during the terms of this contract be amended, and the parties hereto shall operate in accordance with and pursuant to the provisions of said statute.

## **ARTICLE 2. UNION AND MANAGEMENT RECOGNITION AND SECURITIES**

**Section 1. Union Recognition** - that the Employer hereby recognize the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Employer over whom the Union has jurisdiction.

**Section 2. Union Securities** - all employees covered by this Agreement shall, after seven (7) days after the date of execution of this Agreement, become members of the Union and remain members in good standing in the Union during the terms of this Agreement.

**Section 3.** When new employees are hired, membership in the Union shall be a condition of continued employment, provided the company has no reasonable grounds for believing:

**Subsection 1.** That such membership was not available to the employee on the same terms and conditions generally applicable to other members, or

**Subsection 2.** The membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

## **ARTICLE 3. SECURITY CLAUSE & RESPONSIBILITIES**

For the purpose of activating this Union Security Clause, the following responsibility shall be assumed:

**Section 1.** Upon hiring a new man, the Employer will notify such a new employee of the requirements of said clause and shall then

inform the Union of the new employment giving such Union the name of the employee and date of hiring.

**Section 2.** After such notification, it shall become the responsibility of the Union to see that such employee become a member of said Union in conformity with the requirements of this Security Clause and federal and state laws.

#### **ARTICLE 4. PRE-JOB CONFERENCES**

Pre-Construction Conferences will be held on all jobs at the request of either party. The Building Trades Council will be notified of any work regardless of amount of money starting within an Industrial Plant by a member Contractor. The Tri-State Building Trades Council also agrees to notify the Tri-State Contractors Association whenever any out-of-town contractor starts work in an Industrial Plant.

A Pre-Job Conference Form will be furnished by the Union. Copies of the signed form will be kept on file by the Union and the Contractor.

If the Union requests a Contractor to hold a pre-job conference as outlined above, and the Contractor refuses to hold the conference, the Union may withhold men until satisfactory arrangements can be made with the Contractor or his representative to meet with the Union.

#### **ARTICLE 5. AUTHORIZED REPRESENTATIVES**

The authorized representatives of the Union may visit jobs during working hours except where prohibited by established project policy other than the Contractors and allowed to remain a reasonable length of time to conduct business of the Union.

#### **ARTICLE 6. FOREMEN, GENERAL FOREMEN**

The operation of the job and the direction of the working forces, including the right to discharge, for proper cause, and the right to

relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer; provided that this duty will not be used for purposes of discrimination against any employee. The selection of craft foremen or craft general foremen shall be entirely the responsibility of the Employer and their duties shall be confined to supervision. This, however, shall in no way preclude said Foreman's right to belong to a Union.

#### **ARTICLE 7. STEWARDS**

The Business Manager shall appoint Stewards on jobs that he deems necessary. The Stewards shall be held accountable for their actions to the Business Manager. When a question arises that the Steward cannot settle with a representative of the Company, he shall immediately notify the Business Manager of such failure, requesting his appearance on the job for the purpose of settling said dispute. After 50 men on his respective job the Steward shall act as Safety First man in addition to his other duties. In the reduction of forces the Steward shall be the last one to be laid off provided no other arrangement is made between the Business Manager and the Contractor. In no instance shall the Steward stop the job. In event of accident or injury to workmen the Steward shall see he is properly cared for. The Steward shall see that the proper forms are processed on his own time. The Contractor agrees to cooperate in the prompt execution of all necessary forms.

#### **ARTICLE 8. FOREMEN, GENERAL FOREMEN/ RATIO OF MEN**

The first six (6) Laborers on a job shall require a Laborer Foreman. For every twelve (12) additional workmen another Foreman shall be added. When there are three (3) Laborer Foremen there shall be one (1) General Labor Foreman. On jobs having a Foreman, the foreman shall give direction, orders, and the assignment of the work to the workmen. Workmen are not to accept directions, orders, or the assignment of work from anyone other than their Foreman, except when the workmen are directly waiting upon or serving a mechanic, at which time they shall work at the direction of the mechanic being served.

The Contractor will notify all sub-contractors of the requirements of the Pre-Job Conference section of this Agreement. It is also understood that all Contractors who employ Laborers and not maintaining an Office or Branch Office in and for the purpose of obtaining work in the area covered by this Agreement, will be required to notify the Union of ALL work prior to starting of same, in order that a Pre-Job Conference can be held if so wished. Refusal or delay in holding the conference can result in the Union withholding men until satisfactory arrangements can be made with the Contractor or his representative to meet with the Union. Items to be discussed at the Pre-Job Conference shall include:

1. The Contractor will advise the Local Union representative of the contractor's requirements of necessary employees in the classification of work under this Agreement and the Local Union will determine and advise the Contractor of the ability of the Local Union to fulfill such requirements when requested.
2. Key Men.
3. Work schedules.
4. Questions of jurisdiction and assignments of work.
5. Pay Day.
6. Foremen.
7. Check-off of dues.
8. Fringe Benefits.
9. Job Safety Program.

It is understood and agreed that no agreement will be made at the pre-job conference which will in effect change, modify, or abrogate the Labor Agreement in effect between the parties hereto. The Union agrees, when requested, to provide sufficient, able and efficient employees to properly perform the various classifications of labor required for the work under this Agreement.

**ARTICLE 9.  
SHIFT WORK**

**Shift Schedule**

First Shift - 8 Hours Work at Regular Rate of Pay  
8 Hours Work- 8 Hours Pay

Second Shift- 7-1/2 Hours Work  
8 Hours Pay at \$0.25 Differential

Third Shift - 7 Hours Work  
8 Hours Pay at 50¢ Differential

**Two - Ten Hour Shifts**

All Hours In Excess of 8 Hours paid at Time and a Half Rate.

First Shift - 10 Hours Work - 10 Hours Pay at Regular Rates.

Second Shift- 9-1/2 Hours Work-10 Hours Pay at \$0.50  
Differential.

**Two -Twelve Hour Shifts**

All Hours In Excess of 8 Hours paid at Time and a Half Rate.

First Shift - 12 Hours Work - 12 Hours Pay. All Hours in  
Excess of 8 Hours to be Paid at Double Time and  
one-half rate.

Second Shift- 11-1/2 Hours Work - 12 Hours Pay at \$0.50  
Differential.

**First Shift To Start Between 7:00 & 8:00 a.m.**

**Time Less Than A Full Shift On Any Scheduled Shift  
Work To Be Paid At The Overtime Rate.  
FOUR (4) TEN HOUR WORK PROVISION**

(A) The option of scheduling a four (4) day, ten (10) hour work week is permissible upon mutual agreement between the parties at the Pre-Job Conference.

- (B)** Monday through Friday shall constitute a normal work week.
- (C)** Starting and quitting time will be determined at the Pre-Job Conference.
- (D)** All hours worked in excess of ten (10) on any work day shall be paid at the appropriate overtime rate.
- (E)** All hours worked in excess of forty (40) hours shall be paid at the appropriate overtime rate.
- (F)** In the event of inclement weather, Friday shall be a make-up day. In the event a job has worked thirty-one (31) hours, a full nine must be worked. If 30 or less hours are worked, a full 10 hours will be worked whenever Friday is worked.
- (G)** In the event of a day off, due to a reserved Holiday falling during said week, Friday shall not be used as a makeup day.
- (H)** Any provision in this Article which is found to be in violation of any federal, state, or local law shall be null and void and shall not affect the balance of this Article.
- (I)** Any question or interpretation to this Article shall be referred to the Tri-State Joint Labor-Management Committee for resolution.
- (J)** This provision covers all Local Unions signatory to the Multi-Craft Agreement.

## **ARTICLE 10. REPORTING PAY**

**Section 1.** Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before leaving the job at the end of his previous shift.

**Section 2.** Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. If more than

four (4) hours are worked in any one day, he shall receive time worked to completion of full hour. This shall include Saturday, Sunday, and holidays. Employees must remain on the job if requested to do so. Work decisions on the job shall be made by the Superintendent after consultation with the job steward.

**Section 3.** When an employee stops work for reasons of his own, he shall be entitled to pay only for the hours he actually worked.

### **ARTICLE 11. CLASSIFICATION, TEMPORARY**

A Contractor may temporarily shift a workman from one classification of work to another within his craft during his shift, but while performing the work to which he is temporarily assigned he shall be paid at the new rate or at his regular rate, whichever is higher.

### **ARTICLE 12. HOLIDAYS - OVERTIME - WORK WEEK**

Forty (40) hours shall constitute a week's work. All work performed by employees in excess of eight (8) hours in any one day, or work performed on Saturdays shall be paid at time and one-half rate. Sundays and holidays shall be paid at two (2) times the regular hourly rate. The following federal holidays will be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and the Day after Thanksgiving. If a holiday falls on a Sunday, the following Monday shall be observed.

### **ARTICLE 13. PAYDAY**

All wages shall be paid to the employee at least once each week before quitting time, at the job site. Employees will be given a statement giving employee's name, wage rate, straight time hours worked, overtime hours and gross wages paid. Also an itemized list of all deductions. If an employee is discharged he must be paid straight time for all time he is required to wait. If an employee quits of his own accord, he shall wait for his pay until the next regular



payday. Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll not to exceed three (3) working days with payday being no later than quitting time Friday.

**ARTICLE 14.  
WORK TIME**

The time during which labor shall be performed is between the hours of 7:00 a.m. and 5:00 p.m. and not less than 30 minutes shall be allowed to each employee for noon-day meal; however, changes in work hours not to exceed a regularly scheduled eight-hour day may be made by mutual agreement between the Employer and the Union.

In the event of overtime up to and exceeding four (4) hours, the Employer at the prevailing rate shall pay meal time. Any work performed before regular starting time shall be paid at the regular overtime rate.

**ARTICLE 15.  
TRAVEL TIME**

Employees shall not lose any time traveling from job-to-job during working hours, nor shall they be compelled to travel during the lunch period.

**ARTICLE 16.  
SHELTER HOUSE**

The Employer shall provide a suitable shelter house, sufficiently large to quarter all employees where they may dress, keep their clothes, and eat their lunches. Such shelter house shall be heated and made comfortable to a reasonable degree.

The employee shall not be required to leave his recognized shelter house until the regular starting time.

**ARTICLE 17.**  
**QUITTING TIME**

All employees shall be allowed ample time before the regular quitting time for the purpose of picking up tools, etc., so that they will be in their recognized shelter house ready to depart no later than at the regular quitting time. Workmen will be at their place of work at the starting time and remain at their place of work until quitting time. It is agreed the shelter house is the place of work.

**ARTICLE 18.**  
**INCLEMENT WEATHER**

If the employees are requested to work in inclement weather the Employer shall furnish them with ample protection. Namely: raincoats, boots, head gear, etc.

**ARTICLE 19.**  
**DISCRIMINATION**

There shall be no distinction as to color, race, sex, creed, or national origin by either Party to this Agreement.

**ARTICLE 20.**  
**TOOL ROOM**

On jobs requiring a tool room attendant in such tool room he shall be a workman employed under the terms of this Agreement.

**ARTICLE 21.**  
**SAFETY**

Employees shall not be required to work with unsafe equipment for which proper safeguards are not provided or under conditions which are injurious to health. The Union agrees to cooperate with the Contractor in carrying out all safety and health regulations. The employee will provide prescription safety glasses and steel-toe boots.

**ARTICLE 22.**  
**COFFEE BREAKS**

Employees will be afforded coffee breaks at their place of work within reason. It is understood that coffee breaks will not create a general work stoppage. If the work station environment is not suitable, special arrangements will be made to establish an area close by.

**ARTICLE 23.**  
**WATER**

The Employer shall furnish suitable drinking water with ice between April 1st and November 30th and at other times when deemed necessary by mutual agreement between the Employer and the Union.

**ARTICLE 24.**  
**PRODUCTION**

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

**ARTICLE 25.**  
**SLOWDOWNS**

Slowdowns, standby crews, and featherbedding practices will not be tolerated.

**ARTICLE 26.**  
**HEALTH & WELFARE**

For all work performed in the Counties of Scioto, Pike, Gallia, Meigs, Lawrence, Adams, Highland, Jackson, Ross, Athens, and Vinton in Ohio, the Contractor agrees to pay the sum of six dollars and ninety cents (\$8.20) per hour for each hour worked by each employee employed by the Contractor under the terms of this Agreement to the Trustees of the Ohio Laborers' District Council- Ohio Contractors Association Insurance Fund for Health and Welfare purposes of employees as provided for in the Trust Agreement, as may be amended from time-to-time as provided for in said Trust Agreement.

**ARTICLE 27.**  
**PENSION**

Each Employer shall contribute Four dollars and five cents (\$4.05) per hour for each hour worked to the OLDC Pension Fund. Hours paid shall include any reporting hours paid by the Employer. Payments shall be paid as directed by the Board of Trustees of the Pension Plan.

**ARTICLE 28.**  
**TRAINING & APPRENTICESHIP**

Each contractor shall contribute forty (40) cents per hour for each hour worked by each employee covered by this Union including reporting hours for which employees are paid, to the Laborers' Training and Apprenticeship Program in a manner and method established by the Board of Trustees of the Laborers' District Council and the Ohio Contractors Association, The Associated General Contractors of America, Inc.

**APPRENTICESHIP**

**A.** The Association and the Union hereby adopt an apprenticeship program to be administered by the Ohio Laborers' Training and apprenticeship Fund (formerly, Ohio Laborers' Training and Upgrading fund) ("Fund") which will establish a program for the training and utilization of registered apprentices on construction sites. The program and contributions to it shall be in compliance with the Labor Management Relations Act and the federal and state requirements for approved apprenticeship programs. The trust agreement provisions and the rules for eligibility and regulations created by the Trustees overseeing the Laborers' Training and Apprenticeship Fund are incorporated by reference and will be made available upon request to any contributing Employer.

**B.** All registered apprentices shall be under the direction and control of the Board of Trustees of the Laborers' Training and Apprenticeship Trust Fund, which will administer the Apprenticeship Program and serve as the Joint Apprenticeship and Training Committee

("JATC"), with full power and authority to promulgate standards of apprenticeship applicable to this Agreement.

**C.** The Employer contribution to the amended Fund shall remain unchanged and be in the amount of contributions required for the Fund set forth in the Agreement.

**D.** The ratio of apprentices to Laborers shall be no less than one competent and qualified Laborer to one apprentice for the first apprentice on the job, and four competent and qualified Laborers to one apprentice thereafter. There shall be no commingling of apprentices onto one or more specific jobsites, as the ratio must be maintained for each project.

**E.** Every employee of an Employer who comes within the scope of the Agreement shall be considered a Laborer unless registered as an apprentice under the Laborers' Training and Apprenticeship Fund.

**F.** Apprentices shall work under the supervision of competent and qualified workers on the job. Instruction in safety and safe work practices will be part of job instruction, in addition to that included in related off-job instruction.

**G.** Any person entering but failing to maintain and complete his or her apprenticeship, as determined by the JATC; shall not be employed by the Employer as journey worker under this Agreement for the duration of the remaining apprenticeship period.

**H.** The amount of wages to be paid the apprentice shall be at a percentage or graduated wage scale of the Laborer in the class of work and work location set forth in the Agreement as follows:

<b>Apprenticeship Hours Accumulated</b>	<b>Percent of Wage Scale</b>
0-1000	60 percent
1001- 2000	70 percent
2001-3000	80 percent
3001-4000	90 percent

The above percentages are calculated on the base wage rate only. The apprentice shall receive full payment on his or her behalf into

the fringe benefit programs at the rate called for in the Agreement. In no instance shall the starting rate be less than the hourly minimum of the Fair Labor Standards Act.

**I.** The Ohio Laborers' Training and Apprenticeship Trust Fund formulates rules and regulations necessary to administer the apprenticeship program to govern eligibility, registration and education to meet the needs and requirements of the program and in compliance with federal and state apprentice guidelines. The purpose of the program is to supply apprentices to Employers signatory to the Agreement and the program will require apprentices trained under the program to continue in the employ of signatory contractors during and after completion of the program. Any registered apprentice who goes to work for a non-signatory Employer shall no longer be eligible for the program and shall repay to the Ohio Laborers' Training and Apprenticeship Fund the cost of any schooling or training in an amount established by the Fund. The cost of training shall be repaid to the Fund if the individual who completes apprentice training goes to work for a non-signatory contractor within the number of years following completion of training as established by the Ohio Laborers' Training and Apprenticeship Trust Fund.

**J.** A signatory Employer to this Agreement may refer applicants to the Ohio Laborers' Training and Apprenticeship Trust Fund for proposed inclusion in the apprentice program, provided it has no registered apprentice on layoff. Unless and until accepted, the referred applicant shall not be eligible for an apprentice rate.

**K.** A signatory Employer may request the local union having jurisdiction over the work area covered by the specific project for apprentice referrals who, if referred, will serve as the employee hired through the local union.

**ARTICLE 29.**  
**LECET & TRI-FUND**

Contributions to LECET (Laborers - Employers Cooperation & Education Trust) shall be ten cents (\$.10) and Tri-Fund shall be five cents (\$.05) for a total of fifteen cents (\$.15).

**ARTICLE 30.**  
**OHIO LABORERS ANNUITY FUND**

Each Employer shall contribute one dollar (\$ 1.00) per hour for each hour worked to the Ohio Laborers' Annuity Fund. Hours paid shall include any reporting hours paid by the Employer. Payments shall be paid as directed by the Board of Trustees of the Ohio Laborers' Annuity Fund.

**ARTICLE 31.**  
**AUDIT**

It is understood and agreed by both parties that the Trustees of the Fringe Benefit Programs may notify an Employer that an audit will be made of the Employer's payroll records to determine if correct payments are being made into the Plans, and the Contractor shall comply and cooperate with such requests.

**ARTICLE 32.**  
**WORKERS' COMPENSATION -**  
**UNEMPLOYMENT COMPENSATION**

All Contractors will show evidence of compliance with Workers' Compensation and Unemployment Compensation laws of the State of Ohio when requested. Workmen will not be required to work for Contractors not covered.

**ARTICLE 33.**  
**CONTRIBUTIONS TO THE**  
**OHIO LABORERS' FRINGE BENEFIT PROGRAMS**

**1.** It is mutually agreed that the provisions of the Agreements and Declarations of Trust of the following funds administered and/or collected by the Ohio Laborers' Fringe Benefit Programs:

Ohio Laborers' District Council -  
Ohio Contractors' Association Insurance Fund

Laborers' District Council and Contractors' Pension Fund of Ohio

Ohio Laborers' Training and Apprenticeship Trust Fund

Ohio Laborers' District Council -  
Ohio Contractors' Association Cooperation Education Trust

LIUNA Tri-Funds

Ohio Laborer's Annuity Fund

and any rules, regulations or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein and in the case of any conflicting language, shall supercede any provision herein relating to fringe benefit contributions. All Contractors bound hereby irrevocably designate the Contractor Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declaration of Trust.

**2.** Fringe benefit contributions shall be paid at the rates specified in this agreement for all hours paid to each employee by the Contractor under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include reporting hours (actual hours worked) which are paid.

**3.** It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto,



with respect to the hours worked by and wages paid to all employees upon whom the Contractor is obligated to make contributions.

4. Reports of employees who have worked, the number of hours that they have been paid and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15<sup>th</sup>) day of the month immediately following the calendar month in which the work was performed. If contributions are not received by the fifteenth (15<sup>th</sup>) day of the month, following the month in which the work was performed, the employer will be subjected to and agree to pay liquidated damages of ten percent (10%) for the delinquent month to cover the additional cost and expenses of continuing administration caused by the delinquency, plus interest of one percent (1%) per month on the unpaid balance, and any and all costs of collection and enforcement including reasonable attorney fees.

5. Any employee of the undersigned Employer who is a member of any local Union of the Laborers' International Union of North America, AFL-CIO, and who is working for such Employer within the geographical jurisdiction of the Laborers' District Council of Ohio of the Laborers' International Union of North America AFL-CIO, shall be conclusively presumed to be performing within the work jurisdiction of a Laborer, as described in paragraph 3 of this Article, at all times during his employment, obligating the Employer to make fringe benefit contributions for all hours paid to said employee, said hours to include holidays and reporting hours which are paid. In the event that such employees are compensated on a full-time salary basis, it shall be conclusively presumed for all purposes herein that such employee worked forty hours in each week.

6. This Agreement shall be retroactive to the date of signature of the Employer to any Assent of Participation with any of the aforementioned Trusts, and, when in conflict with any other such Assent of Participation, this Agreement shall apply.

7. In the event of a conflict between this Agreement and any Collective Bargaining Agreement between the parties hereto covering wages,

hours, and other conditions of employment, which is inconsistent with this Agreement, the Collective Bargaining Agreement shall apply.

**8.** This Agreement shall constitute the entire agreement between the parties hereto and both parties agree that there have been no oral representation varying the terms hereof or oral or written modifications or exceptions to this Agreement of any kind. Moreover, the parties agree that this Agreement may be modified or amended only by an instrument in writing executed by the parties hereto.

### **ARTICLE 34. GRIEVANCE PROCEDURE**

Should difference arise between the Employer and an employee covered by this Agreement, as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of the work on account of such differences, caused by either the Employer or the Union and the conditions in effect at the time the difference raises shall be continued by the parties, but such differences or disputes shall be settled in the following manner:

**(a)** Should a dispute or grievance arise on a job, immediate steps shall be taken by the employee and/ or his steward and the job superintendent or his representative to satisfactorily settle such dispute on the job site.

**(b)** If the dispute cannot be settled on the job site within forty-eight (48) hours, then the matter will be referred to the Union and to the Executive Officers of the Association or Company; these two (2) parties will attempt to settle the matter within forty-eight (48) hours after the grievance is referred to them.

**(c)** In the event the Union representatives and the Executive Officer of the Association or Company cannot arrive at a satisfactory solution of the problems within the time limit specified, the dispute shall be referred to the Joint Committee; the Joint Committee to be composed of two (2) representatives of the Association or Company and two (2) representatives of the Union.

The Joint Committee shall meet within forty-eight (48) hours upon written complaint by the aggrieved party, such complaint to state the details of the dispute. This time will be extended not to exceed ten (10) days at the request of either party.

**(d)** If the dispute cannot be settled by this Joint Committee and it involves a question as the meaning and application of this Agreement, the matter may then be submitted to arbitration upon written request of the Party filing the complaint. Such notice shall be served upon the other party within five (5) working days after the meeting of the Joint Committee referred to in Paragraph (c). The party asking for arbitration shall apply to the Federal Mediation and Conciliation Service for the appointment of an arbitrator who shall not have the power to add to, disregard, or to modify any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Parties.

Grievances or disputes must be processed within the time limits set out in these sections or such grievances or disputes will be considered to have been satisfactorily settled and cannot be again filed. Violation concerning wages and health and welfare payments shall not be subject to arbitration. It is agreed that there shall be no suspension of work either by strike or lockout until the foregoing grievance procedure has been exhausted.

There will be no work stoppages on account of Jurisdictional Disputes and the dispute will be settled in accordance with the procedural rules of the National Joint Board for settlement of Jurisdictional Disputes.

### **ARTICLE 35. WORKING DUES DEDUCTIONS**

The Contractor will deduct working dues from the pay of each employee for each hour paid to the employee who has on file an unrevoked authorization to do so. Also deduct thirty-five cents (\$0.35) per hour for each hour paid working dues for Laborers' District Council of Ohio to be submitted on the Fringe Benefit Report Form.

These deductions shall be made for each pay check for the hours paid. The total amount so deducted during each calendar month shall be transmitted by each Employer to Laborers' International Union of North America, Local #83, no later than the fifteenth day of the following month.

### **ARTICLE 36. SAVINGS PLAN**

It is agreed the Savings Plan adopted effective June 1, 1977, may use the reporting form now in use for working dues.

The Contractor will deduct vacation savings from the pay of each employee for each hour paid to the employee who has on file an unrevoked authorization to do so.

These deductions shall be made for each pay check for the hours paid. The total amount so deducted during each calendar month shall be transmitted by each Employer to Laborers' International Union of North America, Local #83, not later than the fifteenth day of the next following month.

It is expressly understood that should an Employer be delinquent in his payments to the Savings Fund, an assessment of 10% of the amount delinquent shall be paid for each month of delinquency, to cover loss of income to the fund and the cost of collection. It is understood that the Union and the trustees have the right to take any legal and other action as may be deemed necessary until such delinquent payments are made including the withholding of services pursuant to Article 30.

### **ARTICLE 37. PAC**

Employees may voluntarily contribute, by payroll deduction, to the Laborers' International Union of North America PAC ("LIUNA PAC") and Laborers' District Council of Ohio PAC ("LDCO PAC"). The Contractor shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a

written authorization form. The Contractor shall remit contributions of each employee by the 15<sup>th</sup> of the month following the month for which contributions were deducted, to the Laborers' Fringe Benefit Office, P.O. Box 790, Columbus, Ohio 43081, or other collecting agent designated by the Laborers' District Council of Ohio, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. If the Contractor elects to submit a separate check for contributions, then it shall issue a check for the amount of the contributions made payable to Laborers' District Council of Ohio PAC, together with the above list and amount information. The parties agree that the Contractor's expenses of administering the deductions for contributions were factored into the overall economic provisions of this Agreement. This Article does not limit in any way the fringe benefit trusts rights to take any and all actions otherwise available to them to enforce their rights pursuant to law.

### **ARTICLE 38. COLLECTION OF DELINQUENT FRINGES**

Notwithstanding any other provisions of this Agreement, it is agreed that in the event any Employer bound by the terms of this Agreement is delinquent at the end of the period in the payment of his contribution to the Fringe Benefit Programs outlined above created under this Agreement; in payments to the Savings Plan under Article 35 or in payments of working dues deducted from employees wages under Article 34, and after the appropriate Local Union has given written notice to the Employer of such delinquency, the Local Union or Unions as the case may be shall have the right to withhold their labor until delinquency is corrected. It is understood the Union or Trustees have the right to take any legal and other action as may be deemed necessary until such delinquent payments are made.

### **ARTICLE 39. BOND**

To assure payment of Fringe Benefit Contributions, etc. a cash or Surety Bond shall be required when deemed necessary by the Union. The amounts shall be \$10,000.00 up to 8 employees; \$20,000.00 up to 16 employees; \$30,000.00 up to 24 employees; over 25 employees shall be \$10,000.00 for each additional increment of 8 employees.

**ARTICLE 40.  
SUBCONTRACTORS**

The Contractor shall not subcontract out such work nor utilize on the job site the services of any other person, company or concern to perform such work that does not observe the same wage, fringe benefits, hours and conditions of employment as enjoyed by the employees of all local unions affiliated with the Laborers' International Union of North America, Local #83 as negotiated in said local union collective bargaining agreements.

**ARTICLE 41.  
WAGE AGREEMENT**

**Section 1.** In respect to wages the following is agreed by the parties hereto, that in each contract year wages including fringes shall increase according to the chart, as follows:

Effective June 1, 2023 .....5.0% wage increase  
Effective June 1, 2024 .....4.0% wage increase  
Effective June 1, 2025 .....3.0% wage increase

**Section 2.** The Employer will contribute on behalf of each employee \$0.12 per hour to the Voluntary Drug and Safety Program contained in the Labor Education and Development Fund (LEAD).

**ARTICLE 42.  
EXPIRATION DATE**

This Contract shall remain effective until May 31, 2026, and from year to year thereafter unless either party gives the other party at least sixty (60) days notice prior to the expiration date of their desire to modify or terminate this Agreement.

**ARTICLE 43.  
RENEWAL BARGAINING**

Renewal Multi-Trade bargaining shall start on a new agreement in February 2021, unless any party signatory to this Agreement notifies

the Multi-Craft Bargaining Committee in writing ninety (90) days prior to the expiration of this Agreement.

**ARTICLE 44.  
STANDARD LANGUAGE CLAUSE**

Standard language clauses negotiated in the Multi-Craft bargaining are made a part of this Agreement.

**ARTICLE 45.  
SAVINGS CLAUSE**

Any provision in this Agreement which is in contravention of any national, state or local law or governmental regulation affecting all or part of the territorial limits covered by this Agreement, shall be suspended in operation within the territorial limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of such provision in territories covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operation of the remainder of the provisions of this Agreement within the territorial limits to which such law or regulation is applicable.

**ARTICLE 46.  
JURISDICTION**

This International Union has jurisdiction in the following and over such other work, as it shall hereinafter acquire:

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lifts.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar, or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of debris in building and construction area. The general cleanup including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, lavatory, and all fixtures and facilities herein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

**Scaffolds:** Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons, and other construction trades crafts. Building, planking of or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof; the dismantling of said scaffolds, as well as preparation for foundation of mudsills for said scaffolds and maintenance of same shall be done by Laborers.

## **EXCAVATIONS & FOUNDATIONS SITE PREPARATION & CLEARANCE TRANSPORTATION & TRANSMISSION LINES**

Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting,



cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footing, etc., for cross country transmissions or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, buckling, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all Laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of right of way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading of the same.

## **CONCRETE, BITUMINOUS AND AGGREGATES**

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting, and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling, and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling

of all connections and parts of or to equipment used; mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts, and/ or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

**(b)** The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

**(c)** The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh, and other materials except when a derrick or outrigger operated by other than hand power is used.

**(d)** All work on interior concrete columns; foundations for engine and machinery beds.

**(e)** The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods, handling, placing, and operation of the nozzle, hoses and pots or hoppers and sand-blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

## **STREETS, WAYS AND BRIDGES**

Work in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving; paving, ramming, curbing, flagging and

surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping hereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal; streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Settling, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strikeoff of concrete, when used as paving material by hand and floating or mechanical screeding for strikeoff. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strikeoff of concrete used therefor. The settling, leveling and grouting of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive the same.

### **TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.**

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or use of air of other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and

manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets etc., and/or restoration of lawns and landscaping.

## **SHAFTS & TUNNELS, SUBWAYS & SEWERS**

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling, and installation of materials used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for the same. Pouring, pumpcreting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes; installation of well points or any dewatering system.

## **COMPRESSED AIR**

In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking, machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators,

foremen, concrete blower operations, cement insert operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunite nozzlelemen, bunmen, reboundmen and all other work connected herewith.

### **SEWERS, DRAINS, CULVERTS AND MULTIPLATE**

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's Decision) Laying, leveling, and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, and drain fields. Unloading, handling, distribution, assembly in place, plastic pipe fusion, bolting and lining up of section metal or other pipe including corrugated pipe.

## **UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING**

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring, and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structures in new location to include all site clearing and excavation for foundation and concrete work. Cleanup and backfilling, landscaping, old and new site. All work on house or trailer moving, shoring and underpinning of structures.

## **DRILLING AND BLASTING**

All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling, and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and roads to another of the same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety device and signaling, flagging and road guarding.

## **SIGNAL MEN**

Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

## **GENERAL EXCAVATING AND GRADING**

The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith including chainmen, rodmen, grade markers, etc.

## **FACTORIES**

All work in factories, mills and industrial plants performed now or as may be required hereafter, including packers, cutters, loaders,

raw materials loaders and stenciling of materials. Handling of raw pigment; vessel cleansers and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

## **GENERAL**

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled or semiskilled nature, including Laborers in shipyards, tank cleaners, scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, fire watchers, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners. Firewatchers, confined space, self rescue, hole watch, spotters, water cannot (dust suppression during demolition).

## **PITS, YARDS, QUARRIES, ETC.**

All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

## **WRECKING – HAZARDOUS WASTE REMOVAL**

The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools, erection of scaffolds, use of lifts as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All rigging materials, all hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connecting with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

Asbestos removal and hazardous waste removal (handling control, removal, abatement, encapsulating of disposal of asbestos and hazardous waste.)

### **HAZARDOUS WASTE REMOVAL**

This work shall include but not be limited to, clearing brush and trees, installing fence and erosion curtains, building dikes with sandbags and/or soil and lining with plastic materials, site clearing such as removal of steel, wood, trash, etc; and locating buried lines, sewers and drums, and establishing their condition; over packing, applying absorbents to leaking materials, handling and rigging of all materials and general cleanup of leaked materials and chemicals, sample drums, labeling and transferring bulk liquids from drums into other containers. Installing of liners in landfills or waste cells. Also lining truck beds with plastic, and handling pumps and accessories necessary to drain or fill ponds, lagoons and slurry walls.

### **LEAD ABATEMENT**

The demolition of structures or parts there of containing lead and the disposal, including the erection and removal of any structure or structures for the removal, including the encapsulation and /or containment of lead. The abatement process includes removing lead paint by means of dry scraping, power sanding or scraping, heat guns and by chemical chemicals.

### **RAILROAD TRACK WORK**

Right-of-way clearance as described above; excavation, grading, subgrading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation; all burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.



## **STUDIO UTILITY EMPLOYEES**

All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

### **USE OF TOOLS**

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

### **MISCELLANEOUS**

All work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

### **TRI-STATE CONSTRUCTION ADVANCEMENT PROGRAM**

Effective June 1, 1987 each Employer, a party hereto, shall contribute to the Tri-State Construction Advancement Program two cent (\$0.02) for each hour worked by all employees who are in the collective bargaining unit covered by this Agreement. Said contributions shall be made on the appropriate reporting forms in the manner prescribed by the fund office. Contributions to the fund shall be administered by the Construction Advancement Program of the Tri-State pursuant to the provisions of the declaration of trust dated the 7th day of April 1983, a copy of which is available for inspection by interested parties, and is incorporated by reference and made part of this Agreement.

Please make checks payable to:

Tri-State Contractors Association 1627 Bigley Avenue Charleston,  
WV 25302  
Phone# (304) 342-7141

**ARTICLE 47.**  
**WAGE & CLASSIFICATIONS**

**CLASSIFICATIONS**

**Group 1** Building & Construction Laborers, Signalman, Plaster Tenders, Carpenter Tenders, Mason Tenders, Mortar Mixers, Pipe Layers, Bottom Man, Sheeting & Shoring Men, Watchmen & Waterboy, Sign Installer, Grade Checking, Safety Man

**Group 2** Air & Machine Driver Tool Operators, Hand Spikers, Chain Saws, Powered Concrete Buggies, Asphalt Rakers & Smoothers, Form Setters (Street & Highway) Burning & Cutting Torches, Forklift, Skid Steer, Plasma cutter, Plastic fusing machine operator, mini excavator, tractor

**Group 3** Gunnite Machine Operator, Gunnite Nozzle Man, Powder Men & Blasters, Miners (Tunnel & Caisson) Muckers (Tunnel & Caisson) Asbestos Removal and Hazardous Waste Removal (Handling, Control, Removal, Abatement, Encapsulation of Disposal of Asbestos and Hazardous Waste.) Lead Abatement

All Hazardous & High Work performed in excess of 25 ft. above solid base \$0.25 per hour above classification.

Employees using or handling creosoted or injurious chemically-treated materials shall receive twenty-five cents (0.25) per hour more than regular rate for the entire day.

In the erection, alteration, repair or demolition of reinforced concrete chimneys, masonry chimneys, silos, and furnaces, the following rates shall apply:

0-25 ft.....	Regular rates.
25-100 ft.....	\$1.00 per hour/over base rate of pay.
100-150 ft.....	\$1.25 per hour/over base rate of pay.
150-200 ft.....	\$1.50 per hour/over base rate of pay.
200-250 ft.....	\$1.75 per hour/over base rate of pay.
Over-250 ft.....	\$2.00 per hour/over base rate of pay.

**Group 4** Construction Radiological Control Technician, Junior (RCT, Jr.), Construction Radiological Control Technician, Senior (RCT, Sr.), Construction Radiological Control Technician, Lead

The following rates shall apply:

RCT, Sr.	\$39.15/hour
RCT, Jr.	80% of Group 4 Rate
RCT, Lead	shall be paid an additional \$2.00/hour above the Group 4 Rate

Group 4 rates are paid on guaranteed 40 hours per week.

Group 4 Classified employees shall receive seven paid holidays, or 70 hours on a 4-10 schedule.

## Group 4

<u>Classifications</u>	<u>% of Group 1 Wage Scale</u>
Construction Industrial Hygienist Respiratory Technician / Occupational Safety	80%
Construction Industrial Hygienist Technician Jr. / Occupational Safety	90%
Construction Industrial Hygienist Technician Sr. / Occupational Safety	100%

Construction Industrial Hygienist Lead / Occupational Safety shall be paid an additional \$2.00 per hour above the highest Group 4 rate.

Wage rates shall be paid on a guaranteed 40 hours per week basis, plus 100% of all hourly fringe contributions as stated in Article 47.

Overtime hours are not to be used to fulfill the forty (40) hours guarantee.

Employees working in Group 4 classifications shall receive seven paid holidays of 70 hours on a 4-10 schedule.

**ARTICLE 48.  
WAGE RATES**

Laborers' Local Union No. 83  
Wages and Fringe Benefits of Laborers  
Jurisdiction for Adams, Athens, Gallia, Highland,  
Jackson, Lawrence, Meigs, Pike, Ross, Scioto  
and Vinton Counties

Effective June 1, 2023 through May 1, 2026

**Hour Rate of Pay**

**6-1-23**

Group 1 .....	\$39.15
Group 2 .....	\$39.40
Group 3 .....	\$39.55

**Fringes Paid on All Hours Worked**  
(in addition to the hourly rate of pay)

**6-1-23**

H & W .....	\$8.20
Pension .....	\$4.05
T & A.....	\$4.40
LECET/Tri-Fund.....	\$1.15
LEAD* .....	\$1.12
CAP.....	\$0.02
Annuity .....	\$1.00

Laborer Foreman - \$1.00 per hour above highest rate supervised.  
General Laborer Foreman - \$1.00 per hour above Laborer Foreman.

Deductions - All rates to have Laborers' District Council of Ohio  
working dues assessment of thirty-five (35) cents per hour worked.  
Working dues are deducted from gross pay.

\*Labor Education and Development Fund (LEAD) Mail to  
P.O. BOX 1027, Ashland, KY 41105-1027

**ARTICLE 49.**  
**DRUG AND SAFETY PROGRAM**  
**(LEAD)**

**Section 1.** All parties signatory to this Agreement will participate in the Voluntary Drug and Safety Program contained in the Labor Education and Development Fund (LEAD).

**Section 2.** The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and Occupational Safety and Health Act. These rules and regulations will be published and posted at conspicuous places throughout the project.

**Section 3.** In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a job site to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with safety rules contained herein or established by the Employer. Nothing contained in this Agreement will make the Union liable in the event injury or damage occurs to any individual or property.

**Section 4.** The signatory parties recognize that drug abuse is an illness that creates serious problems for workers, their families, the workplace and the community; that this illness acknowledges no boundaries of age, race, or socioeconomic status; that punishing the victim will not eradicate the problem, and that efforts must focus on treatment of the illness and restoration of the victim to a meaningful, productive life. The signatory parties recognize that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work, and morale.

Also, the signatory parties recognize the keys to this effort will be the providing of education, assistance to the employees and their families, encouraging the employees to receive treatment as needed; fostering and encouraging an environment which produces a high skill quality product that is “drug free”. Therefore, in implementing the principles stated above, the parties agree as follows:

1. The parties to this program will cooperate to accomplish a drug free environment and a safe work place.

2. The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988, and any subsequent amendments thereto and shall be licensed or certified, as the case may be, by the National Institute of Drug Abuses, the College of American Pathologists and the Department of Defense and shall participate in the proficiency testing programs required by each of those respective organizations.

Drug screening and a Gas Chromatography/Mass Spectrometry (GC/MS) confirmation for nine (9) categories of drugs will be required with the following cut-off limits:

### DRUG CLASS

Limit -	<u>Screening Cut-off</u> (ng/ml)	<u>Confirmation Cut-off</u> (nkg/ml)
Amphetamines	1000*	500*
Barbiturates	300	200
Benzoylcegonine (Cocaine Metabolite)	300*	150*
Cannabinoids (THC)	100*	15*
Methaqualone	300	100
Opiates	300*	300*

\*Cut-off limits established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

3. A qualified health professional will be available for consultation with participants prior to testing. This will allow any participant with medical problems or on prescribed or over-the-counter medications the opportunity to inform the health professional prior to testing. That information will be furnished to the Certified Laboratory when the specimen is transmitted to them.

4. Annual testing will be performed on a voluntary basis. A dated Drug Free Certification Card will be issued to all employees testing negative. Record of such tests shall be maintained by the Independent Testing Laboratory. All costs, such as for collection, analysis, reporting, maintenance of records, issuing cards and notification shall be borne by LEAD for all participants covered by the appropriate collective bargaining agreement. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his time.

5. In order to reduce travel and inconvenience to the participants, the Certified Laboratory will prepare a list of approved collection stations in the jurisdiction of each participating Local Union. Such lists will be distributed to all appropriate parties by the Director.

6. All applicants referred to a job site where the owner requires drug screening must have a Drug Free Certification Card or secure a drug screening test before reporting to the job site. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his time.

7. In the case of "positive" results of any test, the participant:

a) Shall have the right to have the original sample independently retested by a laboratory, which must meet the qualifications of the program as outlined in Paragraph (2) of their choice and at their expense. If the independent retest is "negative" the participant should be allowed to begin work immediately and to be reimbursed for the cost of the independent test.

8. The Medical Review officer shall be responsible for:

a) Notify the tested individual of a positive result

b) Review and verify a confirmed positive test result

c) Provide the tested individual with an opportunity to discuss the reasons why their test result might be positive

- d)** Review the individual's medical record as provided by or at the arrangement of the tested individual as appropriate
  - e)** Verify the laboratory result
  - f)** Notify the Employer of all test results, positive and negative, if required
  - g)** Process retest requests
  - h)** Participate in return-to-duty decision as required
- 9.** The LEAD Trustees shall select a Certified Laboratory which meets the requirement of item (2) above and shall be responsible for implementing the drug screening tests.
- 10.** Participants with annual drug-free certification cards will be notified by the independent testing laboratory when they are to renew their certification (which shall be within a 45-day period before or after their anniversary date). Upon notification, participants will have five (5) calendar days (to include Saturday and Sunday) within which to submit for testing.
- 11.** A sub-committee from each area will be formed to keep abreast of the latest developments, changes, and technology pertaining to drug screening programs. The sub-committee will report any suggested changes to the safety oversight committee appointed by LEAD.
- 12.** The Medical Review officer shall be responsible for referring individuals tested positive to the appropriate Employee Assistance Program. Costs of treatment shall be the responsibility of the individual, reduced to the extent the Union's respective health & welfare plans provides coverage, assuming eligibility.
- 13.** An employee shall be subject to drug testing for cause for any of the following reasons:
- a)** Involvement in, or cause of, an incident or an accident during contract work assignment while on Owner/ Contractor premises,



which causes or could have caused injury to the employee or another individual, or which causes or could have caused destruction or damage to Owner/Contractor property.

**b)** Based on observed behavior which is unusual to the circumstances, or the individual's normal behavior, which indicates or could indicate impairment or drug abuse.

**14.** Procedures for drug screening are as follows:

**a)** The Local Union will provide the participant an authorization slip for voluntary drug screening at an approved collection facility.

**b)** A qualified health professional at the collection facility will require a picture identification by all participants. The medical professional will secure information from each participant regarding any prescribed or over-the-counter medication he currently uses. The qualified health professional may also respond to other questions or concerns the applicant may have.

**c)** The testing laboratory will issue a dated annual drug-free card to all participants testing negative. Positive specimens will be sent to the Medical Review Officer for processing.

IN WITNESS WHEREOF:

We, the undersigned have executed this Agreement on

the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative of the Union

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Employer Representative

\_\_\_\_\_  
Print Name & Title of Authorized Employer Representative

\_\_\_\_\_  
Address

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
City / State / Zip Phone

We certify that this is a true copy of the  
"FORM OF AGREEMENT"

\_\_\_\_\_  
The Laborers' District Council of Ohio  
Laborers' International Union of North America  
AFL-CIO, & the Local Unions of which it is comprised

Laborers' International Union of N.A., Local Union 83  
2032 8th Street, P.O. Box 867, Portsmouth, Ohio 45662  
Tel. (740) 354-3224 Fax (740) 353-5702

Tri-State Contractors Association  
1627 Bigley Avenue, Charleston W. VA 25302  
Phone (304) 342-7141 Fax (304) 343-8014

*Executive Director*

**Tri-State Contractors Association**

1627 Bigley Avenue  
Charleston, W. VA 25303

Phone: (304) 342-7141

Fax: (304) 343-8014

**The cost of printing this Building Contract Agreement between Laborers' Local N. 83 and the Tri-State Contractors Association has been paid by Ohio LECET in pursuit of labor-management cooperation and understanding.**



**Laborers-Employers Cooperation and Education Trust  
152 Dorchester SQ - Suite 100 • Westerville, Ohio 43081-3350**

