

TEAMSTERS

LOCAL NO. 377

June 1, 2025 – May 31, 2028

Agreement by and between
The Builders Association of Eastern Ohio
and Western Pennsylvania

and

The Chauffeurs, Teamsters,
Warehousemen and Helpers,
Local Union No, 377 of
Youngstown, Ohio
Affiliated with
The International Brotherhood
of
Teamsters, Chauffeurs, Warehousemen
and Helpers of America



This Agreement is provided by
The Construction Advancement Program
of Eastern Ohio and Western Pennsylvania

State Route 193
P.O. Box 488
Vienna, OH 44473

PHONES:
(330) 539-6050
Fax: (330) 539-0130

LOCAL #377
1223 Teamsters Drive
Youngstown, OH 44502
Phone: (330) 743-3111
Fax: (330) 743-1821

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AGREEMENT

THIS AGREEMENT made and entered into by and between the BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA, all Contractors and Employers otherwise subject hereto, hereinafter referred to as the “Employer” and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA of Youngstown, Ohio, hereinafter referred to as “Union,” for Building Construction Truck Drivers, in the counties of Mahoning and Trumbull, and Ashtabula, Ohio.

This agreement shall be binding upon each member of the Builders Association, for whom it has bargaining rights, as well as upon the Union and each member thereof, and the Union agrees to insist upon its enforcement with its members working for a contractor or employer who is not a member of the above Builders Association of Eastern Ohio and Western Pennsylvania.

ARTICLE 1

UNION RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for employees hired to perform work as Building Construction Truck Drivers.

(b) In the event that the Employer calls upon the Union for extra drivers or extra trucks, he shall make such request of the Business Agent of Local No. 377 not later than 4:30 P.M. of the previous day.

ARTICLE 2

WAGE RATES

The rate of pay for the different classifications of equipment shall be as follows:

Effective First Full Pay in June 2025

Class A

Dump Trucks	\$32.84
Water Wagons	\$32.84
Stake Body Truck	\$32.84
Batch Truck	\$32.84
Flat Bottom Truck	\$32.84
Pick Up Truck	\$32.84
Tandem	\$32.84
Truck Sweepers	\$32.84

Class B

Semis	\$33.26
Semi-Water Wagon	\$33.26
Mixer Truck	\$33.26
Fuel Truck	\$33.26
Carry-Alls	\$33.26
Euclid Wagon	\$33.26
D.W. 10 Caterpillar (or equivalent)	\$33.26

Tractor Trailer (Lowboy/drag driver)	\$33.26
Tri-Axle	\$33.26
End Dump	\$33.26

Class C

Articulated Dump Trucks	\$34.26
Rigid Frame Trucks	\$34.26
Distributor Trucks	\$34.26

In addition, the following fringe benefit schedule will be in effect first full pay in June 2025

Health & Welfare	\$9.25
Pension	\$9.60
C.A.P.	\$0.24
United Appeal	\$0.01
Apprenticeship	\$0.40

Deductions from Pay:

Minus Building Trades Dues	\$0.01
Minus Union Dues per month	2½ times the hourly rate
Minus Assessment per month	\$1.00

The following wage increases are scheduled and may be diverted in whole or in part to fringe-benefit programs:

First Full Pay June 2026	\$2.25/hr. increase
First Full Pay June 2027	\$2.25/hr. increase

When a pick-up truck is used for the purpose of transporting building materials or towing wheel mounted equipment to or from or on the project, a Union truck driver shall be employed.

Company supervisors shall have the right and opportunity to transport company tools and equipment off a job for emergency purposes.

Hauling crews of men on a job is the work of the Teamsters.

ARTICLE 3

WORKING CONDITIONS

(a) Employees, unless notified by the Contractor not to report for work, shall receive two (2) hours pay at the straight time rate if they report for work and no work is available. All reporting pay time shall count as working hours with respect to overtime pay provisions and benefit fund contributions.

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

(c) When two (2) or three (3) shifts of men are to be employed on any operation, the Employer may regulate the

hours to suit conditions, but not more than one (1) hour shall intervene between shifts, the first shift to constitute eight (8) hours pay at straight time, the second and third shift shall be paid eight (8) hours pay at straight time for seven (7) hours work.

(d) Drivers will be required to stay with truck while it is being loaded or unloaded before making another change unless a breakdown occurs.

(e) The days recognized as holidays in this Agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Saturdays and Sundays.

(f) Drivers shall have seniority and shall be laid off in reverse order of their hire, providing the remaining drivers are capable of handling the trucks to be used. A driver's seniority shall terminate if he quits his job.

(g) If a truck repair area is set up for a specific job, and a truck mechanic is employed, he shall receive Class (B) rates.

(h) The use of personal pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices will be cause for one written or verbal reprimand; a second occurrence shall be cause for another verbal or written reprimand, and a third occurrence shall be cause for discipline up to and including discharge.

ARTICLE 4

STEWARDS

(a) When one (1) or more truck drivers are employed by one company, a shop steward shall be required. Said steward shall be a working steward and shall receive fifteen (15) cents above the scale of the truck he is operating.

(b) The steward will be permitted to check all trucks going out on jobs for safety standards, and meet with the employer as necessary to discuss safety conditions.

(c) Shop stewards will be permitted to leave the job one-half (1/2) hour before quitting time on Friday to report to the union hall without loss of pay for the time. If required to report after quitting time, he will receive one-half hour pay at premium rate.

(d) It is agreed that the union may appoint an assistant steward, and it is agreed that he shall not receive any additional pay.

(e) The shop steward shall be protected by seniority and shall be the last truck driver laid off the job.

(f) Any grievances, involving the steward must be handled on the steward's own time except during regular working hours when he shall be paid his regular wage.

(g) It is agreed that any employer working under the terms of this agreement whose principal place of business is located outside of the area of the Builders Association of Eastern Ohio and Western Pennsylvania shall at the discretion of the Business Agent accept the first member of Local Union No. 377 as shop steward or any other member

of Local Union No. 377 designated by the Business Agent as shop steward.

(h) Shop and assistant stewards shall be appointed by the Business Agent of Local No. 377 from among the members of Local No. 377 employed by the contractor.

(i) Should any dispute arise between the employer and the employees, the steward and the employer shall individually notify the Business Agent.

ARTICLE 5

WORKING HOURS AND OVERTIME

(a) The regular work week shall consist of not more than forty (40) hours in any one week. The regular working hours shall consist of not more than eight (8) hours in any one day. All work performed over eight (8) hours in any one day shall be paid at the rate of time and one-half.

The employer is permitted to establish a ten (10) hour work day schedule which must be scheduled on consecutive days of the week, unless such week is broken or split by a contractual holiday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate, whichever is greater, but not both.

Friday shall be a make-up day for inclement weather, and/or contractual holiday, on the four (4) day, ten (10) hour schedule. Saturday shall be a make-up day for inclement weather, and/or contractual holiday, on the five (5) day, eight (8) hour schedule.

All overtime, Saturdays, Sundays and holidays or days observed as such shall be paid at the rate of time and one-half. Double time is to be paid to drivers when another craft is working on the job at the same time drawing double time.

Regular employees shall receive forty (40) hours per week before additional help may be hired.

ARTICLE 6

LUNCH PERIOD

In no event shall any employee be required to take more than one (1) hour for lunch in any one eight-hour shift and in no event shall split turns be worked.

ARTICLE 7

SAFETY

Employees shall not be required to drive trucks after dark unless such truck is properly equipped with head and tail lights or any other lights as required by State or Federal law.

ARTICLE 8

TRUCK MAINTENANCE

Employees who are required to wash or grease trucks shall receive their regular rate of pay.

ARTICLE 9

INCLEMENT WEATHER

When employees are required to drive trucks not equipped with cab, then the Employer shall furnish suitable

raincoats, rain hats and boots. It is agreed by both parties that in very bad weather it will be optional with employees if they desire to drive trucks not equipped with cabs.

ARTICLE 10

COMPANY EQUIPMENT DRIVER

Employees on company-owned equipment shall have preference over hired equipment. Driver driving company-owned equipment shall not be required to put his truck away and ring out if he has not put in a full day's work in order to let outside trucks work and in no event shall outside trucks be loaded before the regular starting time.

ARTICLE 11

UNION REPRESENTATION AND PAY PERIODS

(a) Business agents of Local Union No. 377 shall have access to all jobs at all times, but shall not interfere with the progress of the work.

(b) The employer shall assume the responsibility of securing entrance and/or clearance for the representatives of the Union on all projects, including those where security rules apply. This shall be arranged and assured prior to the start of the job or project to allow the Union representatives to visit the job or project at any time without delay after the job commences. The Union shall upon request from the employer submit the name or names of its representatives.

(c) Pay Day shall be once a week and not later than 5:00 P.M. Friday, and not more than two days pay shall be

held back. When employees are laid off or discharged, they shall be paid in full at once.

(d) Upon start of a new job the Business Agent will be notified and a pre-job conference will be held.

(e) All overtime, Saturdays, Sundays and holidays or days observed as such shall be paid at the rate of time and one-half. Double time is to be paid to drivers when another craft is working on the job at the same time drawing double time.

ARTICLE 12

LABOR DISPUTES

No employee shall be asked or compelled to haul to or from a place where there is labor trouble.

ARTICLE 13

HEALTH AND WELFARE FUND

It is agreed that each contractor shall pay for each of his employees covered by this Agreement the sum of nine dollars and twenty-five cents (\$9.25) per hour of each week in which he worked into the Teamsters-Ohio Contractors Association Health and Welfare Fund.

It is mutually understood and agreed that the provisions of any group policy or contract, rules and regulations established by the Trustees, rules of eligibility and terms of the Trust Agreement to be agreed upon shall become a part of this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this

Agreement, including the insured employees covered hereunder and their designated beneficiaries, shall be and are bound hereby.

ARTICLE 14

PENSION

Effective the first full pay of June 2025, the employer agrees to contribute nine dollars and sixty cents (\$9.60) per hour for each hour worked by each driver employed.

The foregoing contribution rates are intended to represent the Employers total hourly cost for providing pension benefits during the term of this agreement. If any Pension Plan requires any contributions that are in excess of these amounts, or if a Pension Plan fails to meet the minimum contribution requirements established by law resulting in the imposition of an excise tax or a surcharge, the hourly wage shall be immediately reduced by an equivalent amount.

The Employer shall forward pension payments to the Central States, Southeast and Southwest Areas Pension Fund, 29 East Madison Street, Room 401, Chicago, IL 60602.

ARTICLE 15

DUES DEDUCTION

Section 1. During the life of this Agreement and, in accordance with the provision of Section 302-C of the

Labor-Management Relations Act of 1947 and with the terms of a form of authorization for check-off of dues and initiation of fees agreed to by the parties hereto, the employer agrees to deduct union membership dues at the rate of 2½ times the hourly rate per month plus a one dollar (\$1.00) per month assessment levied in accordance with the constitution and by-laws of the “Union” from the pay of each employee who signs the authorization card.

Section 2. Check-off deductions shall begin with the month following the month that the companies receive the authorization. Thereafter, the companies will deduct the membership dues and/or initiation fees from the first pay period in each succeeding month in which the employee has sufficient net earnings to cover the union membership dues and/or initiation fees.

Section 3. Deduction for any calendar month shall be remitted to the designated financial officer of the union as soon as possible after the 10th day of the month based on the statement received from the “Union,” providing such statement accurately checks with the authorization cards on file with the companies.

Section 4. Before making any deduction, the companies shall be furnished with the original authorization deduction card duly executed by the employee.

ARTICLE 16
CONSTRUCTION ADVANCEMENT PROGRAM
EASTERN OHIO AND WESTERN PENNSYLVANIA

Section 1. The Employer and the Union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the Program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in the event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

Section 2. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1979, a copy of which is available for inspection by the parties at the office of the Trustee thereof, and which is included herein by reference and made a part thereof. Each Employer covered by this agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to the Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with the instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective The first full pay of June 2025, said

amount shall be twenty two (\$0.24) per hour. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased up to a maximum of an additional four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the Employer.

Section 3. The consideration for this agreement is as follows:

- a. Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities;
- b. Obligations assumed by the Employer to withhold, collect, and forward monies from the pay of employees for the benefit of employees in the Welfare Funds, Pension Funds, and Vacation Funds;
- c. Obligations assumed by the Employer to pay, collect and forward monies for the apprenticeship Training Funds.

Section 4. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the program office on or before the last day of the following

month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense impairment of reserves, and costs of collection arising from late payment.

ARTICLE 17

ARBITRATION

Par. A Grievances or disputes of the Employer or the Union arising out of the interpretation, application or enforcement of this Agreement, shall be settled between the Employer directly involved and the authorized representative of the union, if possible. An employer may have a representative of the Builders Association present to act as his agent in any joint discussion pertaining to the matter.

Par. B Grievances or disputes not settled as provided in Par. A shall be submitted in writing by either party to a Joint Arbitration Board. To be valid, a dispute must be submitted within thirty (30) calendar days following the occurrence giving rise of the dispute, or if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the dispute.

Par. C The Joint Arbitration Board shall consist of two (2) members appointed by the Builders Association and two

(2) members appointed by the Union, which will comprise a four (4) member Joint Arbitration Board.

Par. D Any two (2) members in attendance shall constitute a quorum, provided either side has at least one (1) member present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and the Secretary shall be permitted in the event that a grievance or dispute does arise and is then brought to the Board's attention, the Board shall be called into session within seventy-two (72) hours (exclusive of Saturdays, Sundays, and Holidays) of the call or notification.

Par. E Decisions of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to this Agreement.

Par. F In the event the Joint Arbitration Board fails to reach a decision within seven (7) calendar days the grievance or dispute shall be submitted to an Arbitration Panel to be formed as follows: (1) one member shall be selected by Management, (1) one member shall be selected by Labor, and these two (2) members so selected shall appoint an impartial third member. If either party fails to name its representative to the Arbitration Panel within seventy-two (72) hours after written request to do so, the party making such request may name such representative for the other party. If the two representatives cannot agree on the impartial third member within seventy-two (72) hours after

written request by either party for such designation, the Federal Mediation and Conciliation Service shall be requested to name the third member.

Par. G The Arbitration Panel shall convene promptly, shall give both parties opportunity to present evidence and argument, and shall render a decision as soon as practicable.

Par. H All decisions rendered by a majority of the Arbitration Panel shall be in writing and shall be final and binding on the Employer, the Association, the Union, and all employees concerned.

Par. I All expenses incurred by either the Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

Par. J Pending consideration by the Joint Arbitration Board or the Arbitration Panel, as provided in the foregoing, it is expressly understood and agreed that there shall be no strikes or lockouts or stoppage of work of any kind ordered or permitted against any of the parties to this agreement.

Par. K It is expressly understood that nothing in this Agreement shall prevent the Builders Association, on its own initiative, from submitting any grievance or dispute on its behalf or on behalf of any of its members for the determination by the Joint Arbitration Board or the Arbitration Panel as provided herein.

Par. L For the mutual benefit of all concerned and to preserve the useful functioning of these procedures for those cases where it is most needed, all parties who may have a grievance or dispute are urged to make every diligent and

reasonable effort possible to resolve the grievance or dispute without the use of the Joint Arbitration Board or the Arbitration Panel.

Par. M It is expressly understood that neither the Joint Arbitration Board nor the Arbitration Panel shall be empowered to conduct negotiations for a new agreement, make changes in the wage scale or make any determinations or decisions of any nature pertaining to jurisdictional disputes.

ARTICLE 18

UNITED APPEAL

In consideration of the mutual undertakings contained in this Agreement, with particular reference to the improvement in economic benefits negotiated between the parties, it is agreed that the employers and employees shall jointly contribute to the United Appeal Fund the sum of one cent (\$0.01) per hour for each hour paid for each employee covered by this Agreement.

Accordingly, each employer and each employee shall contribute for such purpose one-half cent (1/2¢) for each hour paid to the respective employee, the employee contribution to be deducted by his employer from wages otherwise due such employee hereunder.

Subject to the reporting and other requirements of Article 13 hereof, each employer shall periodically pay the aggregate sum of one cent (1¢) per hour paid, including

employees' contributions, to The Central Administrative Agency, 22 Fitch Boulevard, Austintown, Ohio 44515 for allocation and payment to the appropriate United Appeal Fund.

ARTICLE 19
BUILDING TRADES
COUNCIL DUES DEDUCTION

Effective The first full pay in June 2025 and continuing for the duration of the agreement the Employers agree to deduct one cent (\$0.01) per hour for each hour paid for every employee represented by this agreement employed under this agreement providing said employee has signed an authorization card permitting such deduction. The Union agrees to take the responsibility for the solicitation of the authorization card.

It is further agreed that the Union will make a copy of such authorization card available to the employer upon request.

ARTICLE 20
AGREED DRUG AND ALCOHOL POLICY
RULES

1. Addiction to drugs or alcohol, or having a drinking and drug problem, is no defense to any violation of company rules or improper conduct as an employee.

TREATMENT

2. An employee who tells the company that they have a drug or alcohol problem and who has such a problem, will be given a reasonable amount of time to seek treatment and correct the problem. Normally, this would be a period of no more than 45 calendar days. It will be an unpaid leave. The 45-day period will be extended only upon medical evidence satisfactory to the Company that the treatment is proceeding properly with the employee's cooperation, and that a specified and reasonable additional amount of time is necessary to complete the treatment successfully.
3. An employee who has been off for treatment, or for correction of a drug or drinking problem, will not be returned to work unless he tests negative and has satisfactory medical evidence that he is fit for duty.
4. Once such an employee is returned to work, any further positive tests will result in discharge. The purpose of this policy is to give employees a chance for treatment and a second chance to retain their job. Under no circumstances will this policy excuse any violation of Company rules or prevent any appropriate discipline, including discharge, for such a violation.
5. The Company may require drug or alcohol testing or both when:
 - A. **An employee has not actively worked for 6 months.** The employer may require the employee to pass a test to return to work. The Company will permit an employee who fails that test to take

another test at a time it determines within 30-45 days after the results of the failed test; if the employee again fails to pass, he will be considered discharged.

- B. **There is reasonable suspicion of a problem.** Reasonable suspicion includes, but is not limited to: the odor of alcohol or marijuana on an employee, an accident to which the employee has contributed, unusual employee behavior, appearance or speech, or possession of drug paraphernalia. Promptly after such testing, the Company will put in writing the basis for its reasonable suspicion. Positive test results mandate that the employee will be discharged.
- C. **After a positive test result.** Any employee who returns to work after a positive test or a leave or suspension related to drugs or alcohol may be required to submit to unannounced drug/alcohol tests for up to 2 years. Failing the test will result in discharge.
- D. **Prescription Medication.** In the event an employee is taking legally prescribed medication or generic drugs he must notify the company of that fact. This information must also be noted on the drug testing consent form provided by the Company. Any additional testing costs arising as the result of the employee's failure to comply with

the above provision will be borne by the employee.

TESTING PROCEDURES

6. **Sample.** Testing will require that the employee provide a breath or urine sample, or any combination of these will be used. All samples will be given at a licensed medical facility or laboratory chosen by the Company, sealed, and properly identified. Failure to produce the above samples shall establish the presumption of being under the influence and subject the employee to discharge. Test results will be treated confidentially and distributed only to the extent necessary to protect a legitimate interest of the Company.
- B. **Expenses.** The Company will pay the costs of the initial screening and confirmatory test. Employees will not lose wages while undergoing such tests if the results are negative.
- C. **Consent.** Before being tested, the employee must sign the appropriate consent forms provided by the Company. Failure to do so will establish the presumption of being under the influence and subject the employee to discharge.
- D. **Confirmation.** Positive drug test results will be confirmed by gas chromatography/mass spectrometry (GC/MS) or another medically accepted testing method equally reliable. An employee may also request a retest of the original sample, at his own expense and on his

own time, within five (5) calendar days after receiving notice of the test result.

- E. Alcohol levels of .04% or higher will be considered positive. For an alcohol level of .04-.09, the first offense will not normally subject the employee to discharge, but the second offense will. However, if the employee has been called to work for non-driving duties, there will be no discipline the first time this happens, but the employee will not be permitted to work or receive any show-up pay. An alcohol level of .10 will normally subject the employee to discharge. If the level for conviction of driving under the influence is placed lower than .10, the level for discharge for a first offense will be lowered accordingly. The positive levels determined by HHS will be used for other substances where this has been established; the company administering testing under this policy will determine positive levels for other substances.

MODIFICATIONS

7. The parties agree to this policy. The Company reserves the right to comply with any applicable law or regulation.

**Contractors Drug and Alcohol Testing
Implementation Guideline
Drug Testing Program Review Officer
(Company or Project)**

We strongly recommend that each Company designate a Drug Testing Program Review Officer. That officer should be responsible for assuring the proper status of the program to include receiving all laboratory test results and maintaining the strict rules on confidentiality of record keeping.

Consent Form

In all cases a consent form is to be signed by the person to be tested and should be done so prior to employment regardless of the sampling and testing procedure used.

When to Test for Alcohol and Drugs

1. Pre-employment testing allows the contractor a variety of options as listed below depending upon the characteristics of the project.
 - a. At the time of employment
 - b. Periodically as project manpower increases (such as every 20 employees)
 - c. Annually after the initial test

Additional drug/alcohol testing can be required under the following conditions.

2. **Reasonable Cause** - when a supervisor has cause to believe that an employee is working under the influence of drugs.
3. **Accident** - an event resulting in injury to a person, or damage to property.
 - a. Blood specimens are to be taken for alcohol testing after an accident has occurred.

4. **Incident** - an event similar to an accident, but no harm was caused to person or property.
5. **Voluntary** - employees may be tested on a voluntary basis.
6. **Follow-up testing** - may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period.

Specimen Collection

Blood samples for alcohol abuse may be taken by qualified medical personnel after accidents only.

Essentially contractors may collect urine specimens for drug tests in four ways.

1. Trained contractor personnel may direct the urine specimen collection procedure at the jobsite.
2. The contractor may send applicants to a qualified sampling location (local physician or hospital) that would be established by the NIDA approved laboratory.
3. The contractor may make arrangements for trained collection service personnel to visit the jobsite to collect specimens in the contractor's dry room.
4. The contractor may make arrangements for trained collection service personnel to visit the jobsite to collect specimens in a laboratory provided vehicle.

Testing Laboratory

Once the specimens are taken, they are to be shipped to a NIDA (National Institute of Drug Abuse) approved laboratory. The shipping method should be one of the

following which would ensure the necessary chain of custody.

1. A form of express mail or first class postal service.
2. Arrangements may be made for the testing laboratory courier service to pick up the samples. The contractor must properly store and secure the specimens to protect them from potential tampering until the courier service takes possession.
3. If collection service personnel are utilized to collect specimens they will assure delivery to the laboratory.

Medical Review Officer

A Medical Review Officer is a licensed Physician trained in the analysis of positive test results.

We strongly recommend that all tests results be reviewed by a Medical Review Officer prior to taking any employment action with the employee.

Test Results

Test results will be available to the contractor within approximately 72 hours. All test results should be maintained in a secure and confidential location by the Company Drug Testing Program Review Officer. Upon review and confirmation of drug abuse by the recommended Medical Review Officer, the employee should be terminated in a private meeting. The company should be careful not to reveal to anyone the reason for termination other than they are medically unqualified. Terminated employees should be

paid in full at the time of termination in accordance with the Bargaining Agreement.

ARTICLE 21
HAZARDOUS WASTE
PERSONAL PROTECTIVE EQUIPMENT
LEVEL OF PROTECTION

LEVEL A - PROTECTIVE ENSEMBLE

Rate\$0.75 above Class A or Low Boy

Protection Provided:

The highest available level of respiratory, skin and eye protection.

Should be used when:

The chemical substance has been identified and requires the highest level of protection for skin, eyes, and respiratory system or when the chemical substances are unknown and a potentially dangerous situation exists. **Level A** ensembles may be used in certain confined space entries.

The discomfort and inconvenience of wearing PPE, especially Level A ensembles, can create a risk to the worker due to poor visibility, restricted body movement and reduced hearing ability. Level A ensemble adds weight and bulk and severely reduces the body's access to normal working conditions. Wearing this equipment puts a worker at considerable risk of developing heat stress. This can result in health effects ranging from transient heat fatigue to serious illness or death.

LEVEL B - PROTECTIVE ENSEMBLE

Rate\$0.25 above rate of truck being driven

Protection Provided:

The same level of respiratory protection as Level A but less skin protection.

Should be used when:

The type and atmospheric concentration of substances have been identified and require supplied air respiratory protection. Also with I.D.L.H. levels of specific substances that do not represent a severe skin hazard or the atmosphere contains less than 19.5 percent of oxygen.

Heat stress and other physiological factors are also involved with this level protection as with Level A Protection. However, personal mobility is improved in Level B ensembles.

LEVEL C - PROTECTIVE ENSEMBLE

Rate \$0.25 above rate for the truck being driven

Protection Provided:

The same level of skin protection as level B, but a lower level of respiratory protection.

Should be used when:

The atmospheric contaminants, liquid splashes, or other contaminates will not adversely affect any exposed skin. It may be used when all types of air contaminants have been identified and all criteria for the use of air purifying respirators are met. Also, the atmosphere must contain at least 19.5 percent of oxygen.

There is still the potential for heat stress problems due to the use of air purifying respirators and splash suits. In some situations, the risk of heat stress may be as great as with Level B ensembles, where heavy splash suits are worn.

LEVEL D - PROTECTIVE ENSEMBLE

Rate \$0.25 above rate for the truck being driven

Protection Provided:

No respiratory protection and minimal skin protection.

Should be used when:

Liquid splashes or other direct contact will not adversely affect any exposed skin.

The types of air contaminants have been identified, and there is no risk of respiratory exposures. However, standby respiratory equipment may be used if necessary.

Concentration of chemicals must not exceed I.D.L.H. levels and the atmosphere must contain at least 19.5 percent of oxygen.

NOTE: Generally this level of protection is normal construction gear, such as - hard hats, gloves, eye and ear protections, etc.

ARTICLE 22

APPRENTICESHIP PROGRAM

- (a)** 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 purpose 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.

- (b) It is further agreed that all provisions of Article XIII and XIV set forth in this Agreement shall be applicable to the Ohio Teamsters Apprenticeship and Journeymen Trust, to the extent they so apply as if fully written herein.

(c) **APPRENTICE PAY RATES ARE AS FOLLOWS:**

<u>Length of Service</u>	<u>Work Experience</u>	<u>Percentage of Prevailing Journeyman Class Rate</u>
0-6 months	0-499 hrs.	60%
after 6 months	500-999 hrs.	65%
after 12 months	1000-1499 hrs.	70%

after 18 months	1500-1999 hrs.	75%
after 24 months	2000 hrs.	80%

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

NEW JOURNEYMAN RATE

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

- (e) Ratio of Apprentices: Employers are encouraged to utilize apprentices when available; however, the Employer shall not employ more than one (1) apprentice for every three (3) journeymen thereafter.

ARTICLE 23 JURISDICTIONAL DISPUTES

The Parties to the agreement hereby agree to be bound by the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the construction industry known as the Plan for Settlement of Jurisdictional Disputes in the construction industry, effective June 1984 as amended through May 2011. The parties further agree they will be bound to any decisions or awards. The parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to the Plan for settlement in accord with the Plan developed by the Building trades department. AFL-CIO.

The parties here further agree that they will be bound by the decision or award of the plan. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

ARTICLE 24

PROTECTION OF RIGHTS

No Employee covered hereby may be discharged by an individual employer for refusing to cross a legal picket line established by the International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International brotherhood of teamsters, chauffeurs, warehousemen and helpers of America, a Local union thereof, which a picket line has been authorized and sanctioned by proper authorities, Nor shall it be considered a violation of the "no strike" clause if the union recognizes the afore stated legal picket line.

ARTICLE 25

SIGNATURES

It is further understood and agreed that any part of this Agreement found to be in violation of any State or Federal Law shall be considered null and void without affecting any of the other parts therein contained.

THIS AGREEMENT SHALL BE EFFECTIVE The first full pay in June 2025 and shall be in full force and effect to May 31, 2028 and shall remain in effect from year to year unless sixty days

notice is given by either party to the other of their desire to change any Article in this Agreement.

IN WITNESS thereof, each party has caused this Agreement to be executed by the hands of its proper officers and its corporate seal to be affixed hereto:

By execution of the agreement, the employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least sixty (60) days prior to the then current expiration dates of the Agreement.

By the Builders Association of Eastern Ohio and Western Pennsylvania:

By _____
Kevin M. Reilly

CHAFFERERS, TEAMSTERS,
WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 377
AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

By _____
Sam Cook

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 377, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, which is dated June 1, 2025, hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

(Name of Employer)

By _____
(Authorized Representative)

Chauffeurs, Teamsters, Warehousemen and Helpers
Local Union No. 377, affiliated with the International
Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America

By _____
(Authorized Representative)

(Title)

Date _____