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# OPERATING ENGINEERS

K 8840  
6,500  
workers

**HEAVY ENGINEERING  
RAILROAD CONTRACTING  
HIGHWAY CONSTRUCTION  
and UTILITY CONSTRUCTION**

84. 1192



## AGREEMENT

of the

**CONSTRUCTORS ASSOCIATION  
of WESTERN PENNSYLVANIA**

*Covering the Thirty-three Western Counties  
of the State of Pennsylvania*

*2/1/2000 - 12/31/2004*

**2000 • 2001 • 2002 • 2003 • 2004**



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## STATEMENT OF POLICY

It is mutually recognized that this Agreement is the result of cooperative efforts between the Constructors Association of Western Pennsylvania and the Union in an effort to secure more stabilized and harmonious working conditions for the men employed, and having been carefully considered and its terms arrived at by collective bargaining, it is the duty of both Employers and Representatives of the Union to accept the terms of the Agreement, as being those to be enforced during the life of this Agreement, and that both Employers and Representatives of the Union will endeavor to carry out to the fullest extent the intent and letter of this Agreement, and will avoid any attempt to coerce the other party to change any part of the Agreement, but will at all times encourage the full compliance with all terms of the Agreement as when signed.

This Statement of Policy, which is a recognized part of the Agreement, and the principles embodied therein, are the basis on which this Agreement has been agreed to by all the parties negotiating this Agreement and must be strictly observed.

## AGREEMENT

This Agreement (which is the Agreement of June 1, 1941, as subsequently amended) is now again further amended and entered into this year of 2000 between the Constructors Association of Western Pennsylvania (hereinafter referred to as the Association) for and on behalf of its membership (hereinafter referred to as the Contractor) and the International Union of Operating Engineers, Local Union 66.

It is understood that this Association is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those individuals, partnerships, and corporations who have authorized it so to act and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Contractors for whom it is acting or any employee of such Contractor. It is further agreed and understood that the liabilities of the Contractors who have authorized the negotiation and execution of this Agreement shall be several and not joint.

It is also understood that the International Union shall not be bound as a principal or be held liable in any manner for any breach of this Agreement by the said Local Union.

It is mutually understood and agreed that neither the Contractors or the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Union or Contractor as the case may be, unless or until such unauthorized act is brought to the attention of the party affected and that party is given twenty-four hours opportunity to correct said act or ratify same.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, or Contractor, as the case

may be, shall promptly take such affirmative action as is within their power, to correct and terminate this violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement.

In the event the Contractor after notice of such violation does not promptly take such affirmative action as is within his power to correct, and terminate such violations, then liability shall be in force and effect.

#### ARTICLE I -- PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Agreement is to determine the hours, wages, fringe benefits, deductions, contributions and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Contractor may have sufficient capable workmen and the workmen may have job security, protection of work jurisdiction and as much continuous employment as possible without interruption by strikes, lockouts or other labor/management trouble.

SECTION 2. This Agreement is intended to apply and cover all work within the trade jurisdiction of the International Union of Operating Engineers, Local Union No. 66, as set forth herein, and their International Constitution.

SECTION 3. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Union during the term of this Agreement and any renewal thereof. This Agreement may be modified by mutual consent in writing by the parties hereto.

#### ARTICLE II -- UNION SECURITY PROVISION

SECTION 1. The Contractors agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants

because of membership or non-membership in the Union. Each Employee shall, as a condition of continued employment thereafter, become and remain a member of the Union in good dues standing for the term of his employment on or after the eighth calendar day after his employment by a Contractor or Contractors in the area covered by this Agreement or eight calendar days after the effective date of this Agreement whichever is the latter, provided that, as to any contractor who becomes a party to or bound by this contract subsequent to the original date of execution hereof, the effective date hereof, for the purpose of this clause, shall be the date on which said Contractor actually becomes a party hereto or bound hereby.

SECTION 2. The hiring of new workmen and the discharging of Employees upon the request of the Union shall be in accordance with the National Labor Management Relations Act of 1947 and subsequent amendments.

Nonconformance with the Act shall not be a matter for arbitration.

SECTION 3. This Article is effective since an election was held on May 17, 1948, as provided in Section 9(e) (1) of the National Labor Relations Act, as amended, among the Employees covered by this Agreement, and in which the majority required by that election authorized the Union to include such provisions in this Agreement.

SECTION 4. If any of the Employees now or hereafter employed by the Contractor are found to be in non-compliance with any of the provisions of this Article, the Union shall immediately notify the Contractor in writing and the Employee so found in non-compliance shall be dismissed from the employment of the Contractor by the end of the shift of the day of notification.

### ARTICLE III - CLASSIFICATION OF WORKMEN AND SCOPE OF WAGES

SECTION 1. All workmen employed under the terms of this Agreement shall be classified and compensated as set

forth in this Agreement and no other classification of labor of any kind will be recognized. Any question relative to the classification of a workman not outlined in this Agreement will be settled by the Contractor and the Union Representative, and if they are unable to reach a mutual decision, the matter will be referred to the Arbitration Board. The Contractor may classify such workmen pending the final decision of the Arbitration Board. Any Employee having a classification arbitrated shall be compensated for all wages and conditions (if any) retroactive to date of dispute.

SECTION 2. Hourly rates of wages for each classification of labor are also set forth in this Schedule of Labor.

SECTION 3. The rates of wages set forth in the Schedule of Labor will apply to all work and every workman covered by this Agreement.

SECTION 4. In the event a Contractor elects to pay wages higher than are provided for in their negotiated agreement to one group of employees, on the job or project, he shall be required to pay the new increase to all. Where such increases granted differ from the Schedule of Wages in this Agreement such increases shall be paid to all employees covered by this Agreement.

SECTION 5. Any workman may be temporarily shifted by the Contractor from one classification of work to another classification of work within the craft jurisdiction, provided the workman is capable of performing the other work and is paid the highest rates of wages for the day of the classification of work performed.

SECTION 6. Workmen shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendent, assistant superintendents, general foremen, foremen or any supervisors in charge of any classes of labor, but shall include all other persons employed by the contractors in the performance of the classes of work covered by this Agreement. A foreman when employed on any work as a workman is governed by the conditions and wages of such workmen. An operator engineer working as a supervisor may operate equipment

provided he was properly dispatched to the contractor and dues and fringe benefits are paid into the funds for each week the supervisor operates equipment.

SECTION 7. Any Employee, classified as Superintendent or Foreman, shall not perform work of a workman represented by the Union, except for the purpose of instructions of assigned said workman.

#### ARTICLE IV – DEFINITION OF WORK COVERED

SECTION 1. "Contractor," where used in this Agreement, means any Contractor engaged in either (1) "Heavy Construction and Railroad Contracting," (2) "Highway Construction," (3) "Utility Construction" or (4) "Hazardous/Toxic Waste Material Handling, Removal, and Disposal" work, but does not mean or include any Contractor engaged in "Building Construction," as this class of construction work is separate and distinct from "Heavy Construction and Railroad Contracting," "Highway Construction," "Utility Construction," and "Hazardous/Toxic Waste Material Handling, Removal, and Disposal" work in respect to the terms and conditions of employment and the nature of the work, as well as the class of skill of workmen required.

SECTION 2. The word "work" when used herein means either "Heavy Construction or Railroad Contracting," "Highway Construction," "Utility Construction" or "Hazardous/Toxic Waste Material Handling, Removal, and Disposal" work, ordinarily included in Heavy Construction and Railroad Contracting, Highway Construction, Utility Construction or Hazardous/Toxic Waste Material Handling, Removal, and Disposal Contracts.

SECTION 3. Heavy Construction and Railroad Contracting work as outlined below is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, (not including Building Construction) railroad and street railway construction projects, sewers, water mains, parking

lots, driveways, grade separations, foundations (related to this section), pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects (excluding disposal plant), aqueducts, irrigation projects, flood control projects, reclamation projects, airports (separate and apart from a building), athletic fields (separate and apart from a building), fish rearing ponds (separate and apart from a building), reservoirs, water supply projects (excluding treatment plant), water power development, hydro-electric development, transmission lines, duct lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, graving docks (not sheltered), harbors, seeding and mulching, snow removal, sewer and water lines (to within 10 ft. of a building), excavation and disposal of earth and rock, including the assembly, disassembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

It is understood and agreed that when site excavation, including any necessary clearing and grubbing, is performed on Industrial Plant and commercial Building Sites, the following conditions shall apply:

On such jobs or projects on which the planned yardage of excavation to be moved exceeds the quantity of 100,000 cubic yards, the work of clearing and grading of the sites shall be under the terms and conditions, including wage rates of this Agreement.

On such jobs or projects containing 100,000 cubic yards or less, the clearing and grading of the sites shall not be included under this Agreement.

The quantity of excavation to be moved shall be as computed in the attached Exhibits 1 and 2 attached hereto and it is not intended to include excavation for the Building foundations or footers. Also, it is agreed that once the slab level is reached, in accordance with Exhibits 1 and 2, then any additional excavation shall be done under the Building Trades rates and conditions, except for sewers and water

lines (to within 10 ft. of the building) or any additional excavation required for the paving notch for parking lots and driveways.

It is further agreed that the paving of parking lots and driveways on both Industrial and Commercial Building Sites shall be done under the wages, terms and conditions of this Agreement irregardless of planned yardage.

All work on Industrial and Commercial Building Sites in the geographical area covered by this Agreement and not described in the above must be done under Building Trades rates and conditions where such rates and conditions are considered to be better than those contained in this Agreement.

Interchange of employees will not be permitted.

Fossil or nuclear-fueled power plants, except work done from the river, such as, but not limited to, cells, harbors and ice-breakers, shall be done under the Building Trades rates and conditions. Power houses, in connection with a hydro-electric project, if separate from the dam, shall be done under the Building Trades rates and conditions.

When members of the craft signatory to this Agreement are directly handling materials for another craft receiving Building Trades rates and conditions, then these workmen will be paid the applicable Building Trades rates and conditions for these days. It is further understood that when a Contractor is employed for excavating and/or backfilling on utility lines on Industrial Plants and Commercial Building Sites being placed by Building Trades craftsmen receiving Building Trades rates and conditions, the craft signatory hereto shall receive Building Trades rates and conditions for those days.

SECTION 4. Highway Construction work is defined as all work ordinarily included in highway construction contracts, bridges (excluding steel superstructures), sewer and street grading, street paving, curb setting, sidewalks, etc.

SECTION 5. Utility Construction work is defined as construction of sewer lines and water lines (to within 10 ft. of the building).

**SECTION 6.** This Agreement is not to apply to any operations or business in which any Contractor engages except his Heavy Construction and Railroad Contracting work, Highway Construction work, Utility Construction or Hazardous/Toxic Waste Material Handling, Removal and Disposal work as outlined in this Agreement, but shall include such off-site operations which are required by law to pay the predetermined rate for the project.

Hazardous/Toxic Waste Material Handling, Removal and Disposal work is defined as:

(a.) A hazardous/toxic waste project is one that is specifically bid as a project involving the handling, removal and disposal of Level A, B, C or D hazardous/toxic waste materials as defined by the United States Environmental Protection Agency and which is designated by that agency as a hazardous/toxic waste removal site at the time of removal.

(b.) It may also include the handling, removal and disposal of hazardous/toxic waste where the following conditions are met:

(1) Unexpected hazardous/toxic waste materials as defined in A. are encountered,

(2) the handling and removal of that material constitutes an item of work not specified in the construction contract, and

(3) the location of that hazardous/toxic waste becomes designated as a hazardous/toxic waste removal site by the Environmental Protection Agency.

# EXHIBIT I

## INDUSTRIAL PLANT AND COMMERCIAL BUILDING SITE PREPARATION

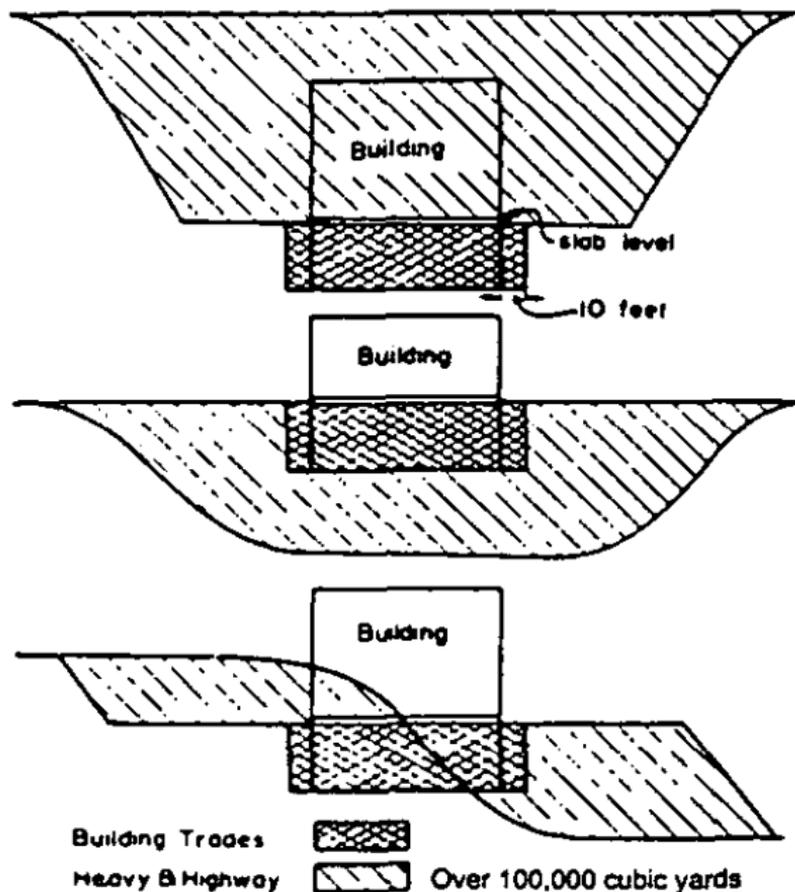
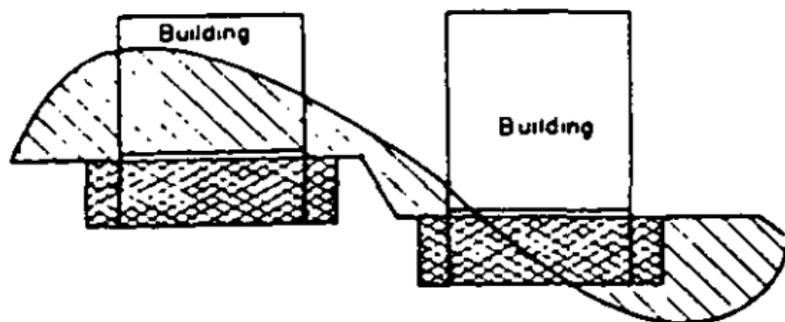
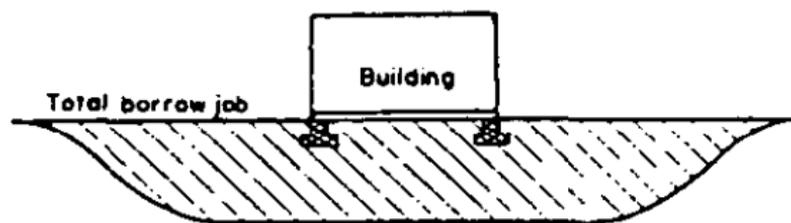
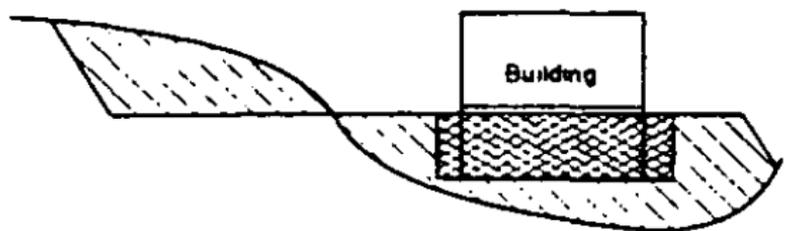


EXHIBIT 2

INDUSTRIAL PLANT AND COMMERCIAL BUILDING  
SITE PREPARATION



## ARTICLE V – GENERAL EMPLOYMENT CONDITIONS

SECTION 1. Workmen are to be paid the wages applicable to the work performed without any discount, and in return the Contractors are to receive a fair and honest day's work. No Employee shall be discharged for defending the rights of any Employee under the terms of this Agreement.

SECTION 2. The Contractor is to be the judge as to the satisfactory performance of work by a workman, and may discharge (subject to the provisions of this Agreement) any workman whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health, safety and protection of the workmen.

SECTION 3. The number of men to be employed shall be consistent with the provisions of this Agreement and the fact that certain classifications and rates are established does not mean that the Contractor must employ workmen for any one or all such classifications or to man any particular piece of equipment or plant that happens to be on the job or project site. However, this does not relieve the Contractor from the responsibility of properly manning any piece of equipment or plant that is placed in operation.

SECTION 4. There shall be no set amount of work a man shall perform during his working day.

SECTION 5. A Contractor shall not be hindered or prevented in using any type or quantity of safe machinery, tools or equipment, except prison made. There shall be no restriction on the use of any safe raw or manufactured material except prison made.

SECTION 6. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an Employee refuses to enter upon any property where a legal picket line established by an International Union affiliated with the Building Construction Trades Department of the AFL-CIO or a Local Union thereof or the *International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*, or a Local Union thereof, which picket line has been authorized and

sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

SECTION 7. The Contractor must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Contractors must also provide suitable and safe drinking water and ice to retain the coolness of same at convenient locations and in sufficient quantity. Employees shall be permitted to avail themselves of these facilities.

SECTION 8. On Heavy and Railroad Construction a suitable craft change house shall be furnished for the use of the craft to keep their clothes and eat their lunches. Under no circumstances will material be stored therein. The Steward will be furnished with a key. The change house shall be properly heated and light supplied when necessary.

On Highway work and all other construction work covered by this Agreement, excluding Heavy and Railroad Construction, a suitable craft change house will be provided on the job where it is reasonably required in which the craft may change and keep their clothes. The change house shall be properly heated and light furnished when necessary.

SECTION 9. The Contractor will not discriminate against any workman who refuses to work out in the elements of bad weather, except in the cases of Civic and National emergency or where it is necessary to secure the work.

SECTION 10. No Employee shall be refused sufficient time off from his work on National and State election days in order that he may exercise his right to vote. This shall in no way act to prejudice such Employee.

#### ARTICLE VI -- WORKING HOURS AND SHIFTS

SECTION 1. The Contractor may elect to work one, two, or three shifts on any work covered by this Agreement. On shift operation, the following shall apply: A. (1) The starting time of the first shift or single shift shall be as follows:

On all work covered under this Agreement the first shift or single shift may start between the hours of 6:00 a.m. to 9:00 a.m., Monday through Sunday inclusive. Differing starting times may be established between 6:00 a.m. and 9:00 a.m. for the first shift and each shift thereafter for individual crews provided each crew is scheduled a minimum of 8 hours.

This day shift shall consist of eight hours exclusive of lunch time, and all time worked in excess thereof shall be paid on an overtime basis.

The Contractor may elect to change the starting time of such first shift or single shift within the hours provided above but must give the Union forty-eight hours notification in advance and agrees that such starting time shall continue for not less than five working days.

Concrete Bridge Deck Pours - When technical requirements of the project specifications dictates, the project starting time may be amended to three hours earlier than 6:00 AM for concrete deck pours under extreme temperature circumstance. All other employees will start at their normal starting time. Those workers starting earlier for concrete deck pours may not be replaced with other workers to avoid paying premium time.

Concrete Patching -- This shall apply to concrete patching only. Where governmental agency requirements are extremely demanding to accommodate vehicular traffic the project starting time may be amended to three hours earlier than 6:00 AM and three hours after 6:00 AM. From the start of the first crew there shall be no more than a four hour time span and no crew shall start after 9:00 AM. When bid specifications by the awarding agency require other starting times, the Union and the Company agree to amend the above starting times. It shall be the Company's responsibility to provide copies of the official specifications to the unions of the special starting time requirements prior to the start of the project. Failure to provide the proper specifications prior to start of the project will make this entire section null and void. Example: 1st crew starts at 3:00 AM no crew will start later than 7:00 AM.

Starting time of such first shift or single shift, other than provided above may be arranged otherwise by mutual agreement between the Contractor and the Union.

(a.) The Contractor further agrees that when due to special conditions or specifications placed by owners or governmental agencies, the Contractor shall pay the shift differential as provided in multiple shift operations, i.e., such shifts starting prior to Midnight shall work seven and one-half hours and be paid for eight hours and any work started after Midnight shall work seven hours and be paid eight hours.

(b.) The second shift from late afternoon until night shall consist of seven and one-half hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

(c.) The third shift from night until morning shall consist of seven hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

(d.) Each shift shall receive eight hours pay for the above hours worked. All time worked in excess of a normal shift as outlined in this Article shall be considered overtime.

(e.) The second shift of a two shift operation shall consist of seven and one-half hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

(f.) There shall be a regularly scheduled lunch period. The lunch period shall be one half hour and shall be at the mid-point of the scheduled hours of work for each shift.

(g.) It is recognized by the Contractors and the Union that on certain types of work due to owners specifications and/or governmental restrictions, part of the work must be done on multiple shift basis, then such shift will be permitted as to conform with such restrictions as to starting time, time between shifts, and minimum shifts are concerned, but all other provisions of this Agreement shall apply.

(h.) Once a two or three shift operation has been set up, it must not be rotated unless approved by the Union.

**SECTION 2.** Where a circumstance arises which necessitates the calling out of one or more men, he or they shall be paid the required overtime rate of pay for that day for work performed prior to his shift starting time. There shall not be any break in his shift employment and he shall be guaranteed all hours from his original starting time until his shift's normal quitting time, except in the case of inclement weather. Any time worked in excess of his regular work day (eight hour schedule or ten hour schedule, except as provided for in shift work) shall be at the overtime rate for that day. He shall further receive his reporting time as provided for in this Agreement in excess of his time prior to the starting time of his shift.

**SECTION 3.** In accordance with the provisions of the WARN Act PL 100-379 all workers employed under the terms and conditions of this Bargaining Agreement are recognized as employees for a temporary project. When the workers complete their work, they will be considered as terminated on the temporary project and may or may not be offered another job on a different project as needs dictate.

#### ARTICLE VII – OVERTIME

**SECTION 1.** On multiple shift operations, the normal work week shall begin with the first shift Monday morning. All work performed between the beginning of the first shift Friday until the beginning of the first shift Saturday shall be considered as worked on Friday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Saturday until the beginning of the first shift on Sunday shall be considered as worked on Saturday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Sunday until the beginning of the first shift on Monday shall be considered as worked on Sunday and paid at the applicable rate for that day.

**SECTION 2.** There shall be no rotation of the workmen to avoid the payment of overtime.

(a.) On all projects where the contractor elects to work a five day work week of eight hour days the following should apply:

Time and one-half the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a job(s) arising out of inclement weather, forty hours have not been worked in the week (exclusive of overtime) prior to Saturday, time worked on Saturday shall be on a straight time basis. In the event makeup time is to be worked on Saturday, not less than an eight hour day shall be scheduled and the following conditions shall apply:

1) Any employee hired on any day of the week Monday through Friday, and who does not lose any time from the day of his initial hire until Saturday, shall receive time and one-half the regular rate of wages for Saturday.

2) Holidays occurring on any day of the week from Monday through Friday shall be considered as a day worked, except as described in paragraph (b.) for 4-10 hour days.

3) An Employee, who on his own accord, is absent from work on any day of the week from Monday through Friday, and an inclement weather day occurs then such Employee if he works on Saturday of the week during which the absence occurs, shall be paid at straight time wages; provided however, that any work in excess of eight hours on Saturday shall be paid at time and one-half the regular rate of wages in any event.

(b.). On those projects where the contractor elects to work a four day work week with 10 hour days the following should apply:

Time and one-half will be paid for all work in excess of 10 hours per day and 40 hours per week, where due to conditions on a job arising out of inclement weather or a holiday during the work week 40 hours have not been worked in the week (exclusive of overtime) time worked on Friday shall be on a straight time basis. In the event inclement weather prevents working during this week, Saturday will be used as a makeup day for inclement

weather only. In the event makeup time is to be worked, not less than an 8 hour day shall be scheduled.

1) Any Employee hired on any day of the week Monday through Thursday, and who does not lose any time from the day of his initial hire until Friday shall receive time and one-half the regular rate of wages for Friday.

2.) An Employee, who on his own accord, is absent from work on any day of the week from Monday through Thursday, and an inclement weather day occurs then such Employee if he works on Friday of the week during which the absence occurs, shall be paid at straight time wages; provided however, that any work in excess of ten hours on Friday shall be paid at time and one-half the regular rate of wages in any event.

#### Clarification of 4-10's

When projects implement a 4-10 schedule and Friday as a makeup day, due to inclement weather or a holiday during the week, no less than 8 hours can be scheduled, should the employer wish, he may schedule a 10 hour makeup day.

A shift change may not be implemented to compliment a craft completing their portion of a project, or in any case of a layoff.

A worker is guaranteed a full days pay whether working 4-10's or 5-8's except in the case of inclement weather.

Pay day will be Thursday of every week. In the event of inclement weather and the project is shut down on pay day and a makeup day is not scheduled on Friday, Employees shall be paid straight time for any employee when required to wait on their check. If the makeup day is implemented on Friday the employer may pay on Friday.

SECTION 3. All overtime shall be paid for by the hour and half hour.

Four hours after the normally scheduled work day of eight hours or ten hours the employer shall provide a lunch for all employees and allow them the time to eat

when employees are required to work beyond the four hours.

SECTION 4. Work performed by the Employees during the lunch period shall be paid at the prescribed overtime rate of pay for that day including the operating of all minor equipment.

SECTION 5. *For all time worked on Sundays and Holidays or days observed as such, the Employee shall be reimbursed at the rate of two times the rate set forth in the Schedule of labor, except as outlined in Shift Work.*

SECTION 6. No man shall be discharged for failure to report to the job when weather conditions are such that it is a matter of judgment by the individual as to whether he can work or not. By not reporting he shall receive no compensation for that shift.

SECTION 7. It is agreed that in case of work required because of Civic or National emergencies covering a general area caused by floods, fire or disaster, endangering life or property all restrictions as to maximum number of hours to be worked and all requirements as to the payment for overtime, shall be suspended.

#### ARTICLE VIII -- HOLIDAYS

SECTION 1. The following days are recognized as Holidays: including every Sunday of the Year, Decoration Day, Fourth of July, First Day of Buck Season, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. If said Holiday falls on Sunday, then Monday shall be considered a Holiday.

SECTION 2. When pumping coffer dams, pumping for the curing of concrete, firing of boilers for the curing of concrete and watching the plant and fleet, the Employees under this Agreement shall work three eight hour shifts, Saturdays, Sundays and Holidays and be paid time and *one-half the regular hourly rate.* When an Employee performs work described above on Holidays where the normal work is in progress he shall receive double time his regular rate.

SECTION 3. No work shall be done on Labor Day except in Civic or National emergencies.

#### ARTICLE IX – PAY PERIOD

SECTION 1. All wages must be paid weekly to the workmen. The maximum time after the close of a payroll period for wages to be held back shall be no more than one week. Employees must be paid before the end of each shift Friday or be paid waiting time (not to exceed eight hours) at the straight-time prescribed rate of pay except where the delay is for reasons beyond the Contractor's control.

SECTION 2. If a workman is discharged or laid off he must be paid within one hour of the time of discharge all wages as are provided for in this Agreement and shall be paid for any time he is requested to wait beyond such one hour at the prescribed rate for that day. In the event an Employee is required to return the following day for his pay he shall receive a minimum of two hours pay at the prescribed rate of pay for that day.

SECTION 3. If a workman quits on his own accord, he shall wait for his earnings as provided for in this Agreement until the next regular pay day.

SECTION 4. Each pay stub shall specify the pay period, the name of the Contractor, the hours worked, gross wages, all deductions, Contractor contributions and the number which appears on the check or the date.

SECTION 5. If an Employee is discharged, he shall receive a discharge slip, upon request, and the reason for the discharge shall be stated.

#### ARTICLE X – REFERRAL OF EMPLOYEES

SECTION 1. The Contractor shall under the terms of this Agreement, request the Union to furnish all competent and qualified field construction Operating Engineers, Oilers and Operating Engineer Apprentices. The Contractor in requesting the Union to furnish such Employees, shall notify the Union either in writing or by telephone, stating the location, starting time, approximate duration of the job,

the type of work to be performed and the number of workmen required.

(a.) On new job openings the Contractor shall give the Union forty-eight hours notice of his need for Employees, and within such forty-eight hour period shall not hire persons not referred by the Union. In the event the Union is unable to fill requisitions for Employees within forty-eight hours, the Contractor may employ applicants from any other available source.

(b.) In the event the Contractor cannot fill the requisitions for Employees in the succeeding forty-eight hours the Contractor must hire the next competent Operating Engineer as provided for in this Agreement.

SECTION 2. The Contractor retains the right to reject any job applicant referred by the Union, and shall also retain the right to determine the competency and qualifications of men hired by him, but no Employee may be rejected or discharged except for just cause.

SECTION 3. The selection of applicants for referral to jobs shall be on a non-discriminatory basis without regard to age, race, sex, color, creed or national origin, and shall not be based upon or in any way affected by Union membership, By-laws, Rules, Regulations, Constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

SECTION 4. The Union shall register and refer all applicants available for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

SECTION 5. Employees may be transferred without a machine.

SECTION 6.

#### GROUP "A"

1. Operator

2. Oiler

All applicants who for the past four years (a) have been available for employment as an Operating Engineer within the jurisdiction of the union (b) have been employed by Contractors who have worked within the jurisdictional

area served by the Union and (c) have maintained residence within the geographical area constituting the normal construction labor market covered by the jurisdiction of the Union.

There shall be no loss of group standing even though an applicant becomes unavailable for employment as an Operating Engineer within the jurisdiction of the Union, so long as (1) the applicant again becomes available for employment as an Operating Engineer within the jurisdiction of the Union and (2) the applicant can verify that his unavailability for employment was not based upon any effort on his part to undermine the purposes of this Agreement as set forth in the preamble.

#### GROUP "B"

1. Operator
2. Oiler

All applicants who for the past three years have met the requirements as stated above.

#### GROUP "C"

1. Operator
2. Oiler

All applicants who for the past two years have met the requirements as stated above.

#### GROUP "D"

1. Operator
2. Oiler

All other applicants for employment.

**SECTION 7.** Apprentices shall be assigned by the Apprenticeship Committee. During the first and second year they will be in Group "D", during the third year they will be in Group "C" and during the fourth year they will be in Group "B". All applicants who are indentured in the Apprentice Program shall be qualified under their respective priority group so long as they remain within the Apprentice Program. All Apprentices upon completion of and their graduation from their apprentice training program shall be qualified under Group "A".

**SECTION 8.** Any person may register as available for employment within the classification to which he is entitled at any of the District Offices located within the geographical area of the Union. Registration at any one of the District Offices shall eliminate the registrant from the right to register at any other District Office. Each District Office will maintain a separate out-of-work listing for the available registrants covered by said office. Registrants may move their registration from one Referral Office to that of another but in so doing they will be registered at the bottom of their respective priority groups for that office.

**SECTION 9.** Any person may register as available for employment, according to his established ability, as an Operator or as an Oiler. Registration in one category eliminates the registrant from consideration in the other category. A registrant may switch his category if he is willing to give up his standing in the category under which he was previously listed. In so doing, his name will be placed at the bottom of the list of the new category.

**SECTION 10.** In the event a registrant accepts as a replacement an employed Employee's job whose replacement is necessitated by an excusable absence, then such replacement shall resume his original place on the referral list upon the reemployment of the replaced Employee.

**SECTION 11.** When a Contractor rents or leases equipment manned from an Employer in signed relations with this Union, the Engineer or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer.

**SECTION 12. Preferred "A" Status Machines**

(a) Both the Union and the Contractor recognize the Employees employed under this section are; (1) the ones who have reached the age where his productivity operating heavy equipment has been restricted; (2) has attained a bonafide physical handicap or; (3) has been injured in an industrial accident while employed as an

Operating Engineer and can be utilized on the following described work and be given priority of referral:

1. Welding Machines, 2. Elevator, 3. Tugger, 4. Conveyor, 5. Pumps, 6. Compressors, 7. One Drum Hoist, 8. Generator, 9. Locomotive, 10. Refrigeration Plant, 11. Temporary Heat, 12. Portable Heaters, 13. Ladavator, 14. "A" Frame Winch Truck, 15. Light Plants.

It is not the intent of this clause to raise the cost of construction, but rather to recognize the responsibility of the industry to provide suitable employment for such Employees described above.

(b) Therefore, it is further understood and agreed that when the Contractor employs Operating Engineers not currently in his employ, for any equipment listed in this section, the Contractor shall call the Referral Office servicing his job or project and request that an Employee qualifying under the Preferred "A" Status be dispatched to service and operate said equipment. Any Engineer currently employed by a Contractor can be used to operate any of the above listed machines for a period not to exceed five work days. This will in no way affect the procedures as set forth in Article XIX, Manning of Minor Machines.

(c) Workmen registering in this Preferred "A" Status shall be ineligible to register and shall not work in any classification other than those specified in this Section.

(d) Workmen registering in this Preferred "A" Status shall be; (1) fifty-five or more years of age and have had at least fifteen years employment or availability for employment in any one or more classifications and geographic area covered under this Agreement; (2) provided however that person does not meet such requirements but who has a physical handicap preventing his employment in any classification; or (3) acquired such handicap as a result of an; (a) industrial or (b) military service accident while employed as an Operating Engineer shall be permitted to so register.

All workmen who are on the Preferred "A" list by virtue of a doctor's certificate, are required to submit a new

certificate every sixty days stating he is unable to return to regular duties. Failure to do so will result in the removal of such workmen from the list.

SECTION 13. When a Contractor states requirements for special skills or abilities in his request for Employee applicants, the Union shall refer the first applicant on the register possessing such skills or abilities regardless of the place or classification of such applicant on the register.

SECTION 14. In each District Office the Union shall maintain a separate list for each of the five priority groups and the classifications within such groups set forth above and shall list the applicants within each group and classification in the order in which they registered as available for employment.

SECTION 15. In referring applicants to the Contractor, the Union shall first refer applicants in Group "A" 1 or 2 depending upon the classification of work involved, in the order of their places on the Out-of-Work List in the District Office, and then refer applicants in the same manner successively from the Out-of-Work List for Group "B", "C", or "D". Any applicant who is rejected by the Contractor shall be restored to his place on the list for his group and classification. When a registrant is referred for employment and works for eleven work days, reporting time days shall not be counted as work days, such registrant's name shall be removed from the Out-of-Work List. When his employment terminates, he shall be registered at the bottom of the appropriate group list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order refused to accept employment one time without reasonable justification, such registrant's name shall be placed at the bottom of the group list on which he is registered.

SECTION 16. Re-registration as available for referral may be made in person or by personal phone call to the Dispatcher and shall be accepted by the Union at anytime during its customary office hours. Record-Phone Calls for Re-registration will not be recognized. New registration shall be accepted by the Union once each week during

office hours. Reasonable notice of new registration periods shall be posted by the Union in the Union office and in any other place where notices to Employees and applicants for employment are customarily posted.

**SECTION 17.** Unemployed registrants must re-register every thirty days in person, or by personal phone call to the Dispatcher in the manner noted in Section 16 above as available for employment, in order to remain active on the registration list; any registrant if not renewed within thirty days will be considered invalid and not available for employment and registrant's name will be removed from the list. The re-registration thirty day period will commence from the first day of registration.

**SECTION 18.** The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Contractor.

**SECTION 19.** The priority of referral set forth above shall be followed except where the Contractor requests an Employee in Group "A", "B", or "C" for the manning of all machines except those machines as listed under Section 12, Preferred "A" Status machines, and Compactors/rollers (static or vibratory) (self-propelled) as listed in Class III providing that the Employee is available for employment and has not refused employment (except for just cause) with any other Contractor, immediately preceding the request and providing further the request is made at the Dispatch Office servicing the job or project site in writing, stating the registrant's name and type of job called for, in which case the Union shall pass over other applicants possessing similar skills and abilities for the job specified. The Employee so requested shall have the right to accept or reject such employment. A request will not be honored in the event the request is to fill the vacancy of a challenged discharge of an Employee.

**SECTION 20.** If an Employee is working for another Contractor and quits or is fired he shall void any right to be dispatched if requested until he has completed a satisfactory assignment with another Employer.

**SECTION 21.** A Contractor shall have the right to request, by name, in writing to the job area Dispatch Office that a particular person on that Dispatch Office's Out-of-Work List in Classifications A, B, C, or D be referred to him for employment when he reaches the top of the Out-of-Work List of that Dispatch Office, in accordance with the provisions of Section 17, provided that he is willing to guarantee that man work in a classification which he is qualified to perform when he is referred pursuant to such request.

**SECTION 22.** The Union shall require all job applicants available for employment who have not previously registered to submit an accurate resume of their experience and qualifications. Applicants may be required to verify such skills at the Operating Engineers' Training Site.

**SECTION 23.** In the event any job applicant is aggrieved with respect to the functioning of this Referral Agreement, he may, within ten days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral and the Contractor involved, a written statement of the grievance setting forth the violation charged.

**SECTION 24.** The Union shall post, in places where notices to Employees and applicants for employment are customarily posted, all provisions of the Referral Agreement.

**SECTION 25.** The Union will indemnify and hold the Contractor harmless for any payment of lost wages the Contractor is required to make any applicant for employment or aggrieved Employee and for its reasonable costs and expenses, including attorney's fees, court costs and other disbursements resulting from or occasioned by any discriminatory practice on the part of the Union in the operation of the foregoing referral system.

**SECTION 26.** In the event that there is a determination by any Federal, State Court, or by any Federal, State, or Municipal Board, Agency, or Commission that the foregoing referral system has been or is being operated by

the Union in a discriminatory manner, the Contractor shall be free to hire Employees from any source or area with respect to jobs covered by such determination.

**SECTION 27. Definitions**

(a.) **NORMAL CONSTRUCTION LABOR MARKET** is defined to mean the thirty-three Counties in Western Pennsylvania in addition to Columbiana, Mahoning and Trumbull Counties in Ohio.

(b.) **RESIDENT** means a person who has maintained his home in the above defined geographical area for a period of not less than one year or who, having a permanent home in this area, has temporarily left with the intention of returning to his permanent home.

(c.) **DISTRICT OFFICES** are offices established in centrally located areas within the jurisdiction of the Union to accommodate the men and the Contractors.

**SECTION 28.** There will be no loss of group standing because of absence due to Military Service, providing he has had an Honorable Discharge, or service as a Union Official or Employee on a Union related job.

**SECTION 29.** Notwithstanding any other provisions in this Agreement it shall be a condition of employment and/or registration for employment that all Employees and prospective Employees covered by this Agreement, who are not members of the Union, shall be required to pay a service fee or such other amount as may hereafter be agreed upon at the time of registration, and no more frequently than on a calendar quarterly basis thereafter payable in advance in order to maintain their registration eligibility in consideration of services performed by the Union, including the negotiations and enforcement of Collective Bargaining Agreements, the maintenance of Referral Halls, and the other Union activities performed for the general interest of all Employees represented by this Agreement. The name of a non-paying registrant shall be stricken from the list at the close of the first day of the next eligible quarter.

**SECTION 30.** In the event a registrant is discharged by the Contractor as being incompetent and he does not

exercise his rights under Section 23 of this Referral of Employees, the classification he is discharged from shall be stricken from his referral record and he shall not be dispatched to another machine of the classification until he has:

1. Taken training at any of the Union's Training Sites and certified.

2. Has presented to his Dispatch Office a letter from a previous Contractor in signed Agreement with the Union, working within our jurisdiction, stating that in the Contractor's opinion the discharged registrant has successfully completed a job assignment while in his employment last.

SECTION 31. A registrant may by obtaining a letter on his previous Employer's letterhead, Contractor in signed Agreement with the Union, up-date his classification.

#### ARTICLE XI – UNION REPRESENTATIVES

SECTION 1. The duly authorized Business Representative of the Union shall have access to all jobs or projects over which the Contractor exercises control of entry and shall be permitted to visit the Employees covered by this Agreement on the job or project. When the work area is restricted, the Contractor shall endeavor to make special arrangements for the Representatives to enter and check the Employees.

SECTION 2. There are specific projects within the scope of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. On projects where non-Union competition is involved, the Union will meet with the Association to discuss methods of making signatory contractors competitive.

#### ARTICLE XII -- STEWARD

SECTION 1. The powers and duties of the Union Stewards shall be limited to that which is stated in this

Agreement. The Steward has no authority to call a work stoppage or slowdown.

SECTION 2. The Union may place or select a Job Steward and shall give written notification of such to the Contractor or his Representative on forms provided by the Contractor. The Job Steward will confer with the Contractor on all matters pertaining to this Agreement. The Contractor shall not be obligated to unnecessarily increase his work force, however, when a project requires more than seven members of the craft, the Union may refer the eighth man and reassign the Steward's duties, if the Union has notified the Contractor that the existing Steward is an interim Steward.

SECTION 3. The Steward shall enjoy all rights and privileges enjoyed by other Stewards on the project.

SECTION 4. There shall be no non-working Stewards on the project.

SECTION 5. Where the size of the project makes it appropriate, the Union may select or place additional Project Stewards, of which one will serve as Head Steward.

SECTION 6. The Contractors agree that the Job or Project Steward shall be given reasonable time to perform the duties assigned to him by the Union.

SECTION 7. The Contractor (or his Representative) agrees before laying off or discharging the Job Steward, for cause, he shall notify the Union of his intention to do so two full working days prior to such lay-off or discharge and upon request of the Union he shall show cause for such layoff or discharge.

Dishonesty, drunkenness or the drinking of alcoholic beverages by the Steward on the job or project during working hours shall be deemed as just cause for his immediate dismissal.

SECTION 8. There shall be no discrimination against the Union Steward for performing his Union Duties.

SECTION 9. To promote harmony between the Union and the individual Contractor, the steward, without interrupting

the progress of the job, shall be limited to and shall not exceed, the following duties and activities:

(a.) Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

(b.) Report to the Contractor's designated representative any Employee covered by this Agreement who works for less than the negotiated wage scale; for less than the overtime rate; or who goes to work without a job referral.

(c.) Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by non-Union men or by workmen of another craft.

(d.) Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.

(e.) Make a complete job check, during the working hours, twice a month. Report to his Business Representative any Employee covered by this Agreement who leaves the job site without giving the Contractor and the Job Steward prior notice.

(f.) Report any reckless or unsafe Employees covered by this Agreement on the job site to the Contractor's designated representative or his Business Representative.

(g.) The Job Steward shall not stop the Contractor's work for any reasons; nor tell any workman or any Employee covered by this Agreement that he cannot work on the job.

SECTION 10. Employees must on the first day of employment report to the Job Steward prior to going to work.

SECTION 11. The provisions of this Article shall apply to all shifts.

### ARTICLE XIII – Safety

The contractor shall abide by all local, state and federal safety codes. If at any time gross violation of these codes are observed which would have serious effect on life or limb, the men on that portion of the work may be temporarily shifted from that part of the operation until the violations are corrected. At no time would this be reason to shut down an entire project. Wages of the workmen involved and the conditions which caused the stoppage are subject to the regular arbitration procedure.

The Contractor must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Contractors must also provide suitable and safe drinking water and ice to retain the coolness of same at convenient locations and in sufficient quantity. Employees shall be permitted to avail themselves to these facilities.

The Parties to this Bargaining Agreement recognize the need to comply with the terms of the Americans with Disabilities Act, and reasonable accommodation will be made where possible. However, this accommodation may not result in an undue hardship, and the Parties recognize that the assignment of an individual with a disability who does not have seniority to a vacant job may be an undue hardship.

1. The Employee involved may cease work on that portion of the work which he claims to be unsafe. He may be temporarily shifted to other work on the job or project or another piece of unassigned or unmanned equipment.

2. Those Employees, if not provided work during the period of the unsafe condition, will be made whole as though worked, if the Federal or State representative judges the unsafe condition exists.

3. If the State or Federal representative judges the condition is safe, all time spent waiting by the Employee will be considered not worked.

4. Any employee injured on a job incurred accident during the shift and requiring emergency treatment by a

physician, hospitalization or first aid shall receive wages and fringes for the scheduled shift.

5. All safety equipment, including hard hats, winter liners, toe protection and other safety equipment, as needed, shall be supplied by the Contractor at no cost to the Employee.

#### ARTICLE XIV - NO WORK STOPPAGE

Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes, or stoppages of any work of any sort and all grievances and complaints other than jurisdictional disputes which the parties involved are unable to adjust shall be submitted to the Arbitration Board for settlement. Failure to pay any and all wages when due and payable, deductions, payments for overtime work, violation of Welfare and Pension Fund contributions, and violation of Arbitration awards as set forth in this Agreement shall not be considered as subject to arbitration, and not subject to the provisions of this Article. Jurisdictional Disputes shall be settled in accordance with Article XVI Jurisdictional Disputes. However, Contractors shall be afforded forty-eight hours after receipt of written notice in which to correct such alleged violations

#### ARTICLE XV - ARBITRATION

This is an Arbitration Agreement and all differences and grievances except as noted in Article XIV must be arbitrated and the decision of the arbitrators shall be final and binding on the parties hereto.

Any Employee(s) withdrawn or refusing to perform work as permitted by this Agreement shall not lose their status as employees.

All situations that are arbitrable must be presented for arbitration as outlined under this Article within ten days of the occurrence or shall become null and void.

For the purpose of arbitration, a Joint Arbitration Board shall be created by the parties hereto, both the Association and the Union selecting two members.

The representatives of the Contractor shall be from the membership of the Constructors Association of Western Pennsylvania and the representatives of the Union shall be Agents of the Union.

In the event of differences arising under this Agreement which cannot be settled between the Employee and his immediate supervisor, the following procedure shall be followed:

(a.) The Contractor's designated Representative and the Union Steward (if there is one) shall discuss the grievance and attempt to resolve the dispute within twenty-four hours from the time said grievance is brought to their attention; if no agreement or understanding is reached in settling the grievance, the second step shall be: (In the event there is no Union Steward assigned to the project step "B" will immediately go into effect):

(b.) The Business Manager or his Assistant and the Contractor's designated representative or his Superintendent shall confer and render a decision within forty-eight hours from the time of the decision of "A" above. Upon failure to resolve the dispute under (A) or (B) above, the third step shall be:

(c.) The dispute shall be submitted in writing to the Joint Arbitration Board within three days (Excluding Saturday, Sunday, and Holidays) of the decision under (b) above. The Board shall meet within five days from date such matter is referred to consider the matter and make its decision.

(d.) Should the decision of the Board be deadlocked the matter shall be referred to the American Arbitration Association.

Arbitration proceedings shall follow the rules of procedure set up by the American Arbitration Association. In the event an Umpire is necessary, he shall be picked from a list furnished by the American Arbitration Association; he shall be familiar with conditions in the industry and will be prohibited from making any additions to or deletions from the Agreement as adopted by the Union and the Association.

The decision of the arbiter shall be in writing and shall be final and binding.

#### ARTICLE XVI – JURISDICTIONAL DISPUTES

In the event of a jurisdictional dispute with any other Union, it is agreed that the following procedure shall be taken in an attempt to resolve the matter:

Step 1. The Business Managers or Representatives of the involved crafts will attempt to resolve the dispute within 24 hours. If no settlement is reached,

Step 2. The six signatory crafts will meet as soon as possible and render a decision. Such a decision must be accepted by the contractor providing that such a decision does not require the contractor to double man any disputed work (feather bedding).

Step 3. If no settlement is achieved under Steps 1 and 2, the Contractor will then assign the work as per existing contract and the dispute will then be referred to the International Unions. No interruption or delays in work during this time period as per existing contract.

The Contractors agree that the results of Step 3 shall be accepted. However, no solution at this step shall require the Contractor to man the equipment with more men than provided in this Agreement. Under no conditions shall the decision of the International Unions result in additional manning over existing practices.

It is understood that this agreement will not conflict with International Constitutions or other mandates.

#### ARTICLE XVII – SUBLETTING OF WORK

SECTION 1. It is agreed by the parties embodied herein that in the event any Contractor sublets any part of his work which is performed by the craft named in this Agreement, for work to be done at the job site of construction, that all Subcontractors involved shall be governed by the terms of this Agreement. Contractors shall give preference to Subcontractors who are parties to an Agreement with the Union except as provided in Article

XXIII 2.d). Hazardous/Toxic Waste Materials Handling, Removal and Disposal.

SECTION 2. A Subcontractor is defined as any person, firm, partnership, self-employed person or corporation who *agrees under contract, oral or written, with the General Contractor or his Subcontractor to perform on the job site any part or portion of the work covered by this Agreement, including the operating of equipment, performance of labor and installation of materials.*

SECTION 3. The Contractor agrees to notify the Union as to the name of any Subcontractor prior to the time the *Subcontractor commences work on the job or project. The Subcontractor shall be bound by the provisions of Article XVIII (Pre-Job Notification).*

#### ARTICLE XVIII -- Pre-Job Notification

SECTION 1. For all projects the Contractor will provide the Association with a completed pre-job information form *that will be distributed to all Unions no later than 14 days prior to the project starting. In the event additional information is required, the Union will notify the Association who will arrange for a telephone call between the Association, the Contractor and the Union. If additional information is required the Union shall notify the Association within 7 days of receipt, and a pre-job meeting with the contractor will be established. Upon the request of either party a pre-job conference will be held at the Association Office, providing the job or project to be discussed is within sixty miles of the Court House in Pittsburgh, PA. On all other jobs or projects outside the above stated limits the pre-job will be held at the project site.*

SECTION 2. Should the contractor fail to comply with the provisions of this Article, the job or project so found to be *in violation shall be subject to a work stoppage after forty-eight hours written notice of the Violation to the Contractor and the Association.*

## ARTICLE XIX – MANNING OF MINOR MACHINES

SECTION 1. The servicing and maintenance of all mechanical equipment regardless of power used is recognized as the work of the Operating Engineer, including light plants, generators, mechanical heaters, compressors, pumps, welding machines, and conveyors.

SECTION 2. In the event a Contractor does not have an Operating Engineer on the job or project, the following equipment (not to exceed a total of three units as noted below) operating at any one time, may be operated without the services of an Engineer.

Two welding machines (gas or diesel, 250 amp or less).

One pump (3" or less) (gasoline or diesel).

Electric pumps (up to nine inches accumulative discharge shall be regarded as one unit.

But no single pump to exceed three inches).

One compressor 175 cu. ft. per min or less.

A maximum of three of the above units shall not require the services of an Engineer providing they are used singularly.

One pump unit (one gas or diesel or one electric unit).

One compressor unit.

One welding machine unit.

SECTION 3. When an Operating Engineer is employed on the job or project, he will be permitted to start and stop three of the following machines and will be reimbursed twenty-five cents per hour above his regular rate for that day for each minor machine. For the purpose of this Section, electric pumps (up to nine inches accumulative discharge; but no single pump to exceed a 3 inch discharge) will be considered as one machine or one unit.

Compressor 175 C.F.M. or less

Mechanical heater

Single unit conveyor

Pump 3" or less (gasoline or diesel)

Pumps (Electric) (up to nine inches accumulative discharge, but no single pump to exceed a 3" discharge)

Generator or light plants (five k.w. and over)

Welding machines (gas or diesel, 300 amp and over)

Welding machines (gas or diesel, 250 amp or less).  
(Two of these machines will be regarded as one unit.)

The maximum number of Operators receiving the twenty-five cents per hour shall not exceed four on any one project.

It is further understood that when four of such machines under Section 3 are used on a job and the fifth machine is put into operation, the Contractor shall employ a Minor Machine Operator at the Class II rate of pay and shall also pay one other Operator an additional twenty-five cents per hour for starting and stopping the fifth machine. This shall also apply for the sixth machine, etc. The intent being that the Contractor is permitted to recycle the limit of four machines under Section 3.

SECTION 4. The services of an Operating Engineer are required on the following:

1 to 4 Compressors 105 c.f.m. or more except as noted in Section 3

1 to 4 Welding machines (gas or diesel, 300 amp and over except as noted above in Section 3)

2 to 8 Welding machines (gas or diesel, 250 amp or less except as noted above in Sections 2 & 3)

1 to 4 Generators and light plants (5 k.w. and over)

1 to 4 Single unit conveyors except as noted above in Sec. 3.

1 to 6 Mechanical heaters except as noted above in Section 3.

1 to 4 Electric pumps over 3 inches.

It is understood on mechanical heaters and electric pumps the Operator is only employed during normal working hours of the project.

The quantity of one to four as stipulated in Section 4 means any one type or combinations of types. Further, the Tugger is considered as one of these types adding up to four.

When an Operator is employed under Section 4 the equipment under Sections 2 and 3 as described per unit will become part of his accumulative total. Classifications of MINOR EQUIPMENT OPERATOR as per Section 4:

Accumulative four units

(or 4 to 6 Mechanical Heaters) - Class II

Two to three units - Class III

One unit - Class IV

It is understood when referring to mechanical heaters, they shall be left fueled and operating at the end of the shift providing no other craft is working on that particular operation.

If serviced before or after normal working hours it shall be the work of the Engineers and be paid for at the overtime rate.

When electrical pumps are manned by an Operating Engineer as provided for in this Article, they shall be left in operation at the end of the shift unless other crafts under the control of the Contractor are working on that particular operation.

A welding machine of a mechanic-welder under this Agreement is a tool of his trade and is not considered included in this Article.

#### ARTICLE XX – REPORTING TIME

**SECTION 1.** When weather does not prevent working, workmen shall be assured a full day's work every day they report to the job or project site unless they have been notified by 12:00 o'clock midnight the previous day that there will not be any work the following day. In the event multiple shifts are being worked, the workmen on the second and third shifts must be notified at least four hours prior to the start of their respective shifts.

In case of inclement weather, if they report for work they shall be given no less than two hours employment

within the craft jurisdiction under reasonable working conditions and be paid therefore at their regular rate. However, if this employment proceeds past the two hours, he/she shall be paid for hours worked at the regular rate of pay. The employees shall remain on the payroll until released by the supervisor.

For the purpose of this section, Employees are required to give the Contractor a proper phone listing where they can be reached.

**SECTION 2.** When an Employee is called out on a Saturday, Sunday, or any Holiday as observed under this Agreement, and not placed at work, he shall be given eight hours pay at the straight time rate, except in case of inclement weather he shall receive two hours employment within the jurisdiction of the Operating Engineers under reasonable working conditions at the prescribed rate applying for that day. If placed at regular work he shall receive a minimum of four hours employment at the prescribed rate for that day. If work proceeds past the four hours he shall receive a minimum of eight hours at the prescribed rate for that day. This section does not apply when Saturday is being utilized as a makeup day.

**SECTION 3.** When workmen are placed on call in excess of three working days, they shall, upon request, be laid off and paid all wages due them. If requested the Company will mail the employee's check by the end of the next business day after receipt of notification. If the employee is required to return to the project to pick up his tools or work clothing he shall be paid 2 hours pay at straight time.

#### ARTICLE XXI – WORKING CONDITIONS

**SECTION 1.** When a Contractor performs any work covered by this Agreement including the operation and maintenance of equipment used in the performance of such work, he shall hire Employees and applicants for employment in accordance with the provisions of Article X, *Referral of Employees*.

**SECTION 2.** Both parties agree they will not discriminate against any applicant for membership or non-membership

in the Union except as otherwise provided for in the Referral of Employees and all new Employees hired by the Contractor after execution of this Agreement and covered thereby, must come through the Union's Referral Office servicing that job or project.

SECTION 3. When new equipment is introduced on the job which could come under the jurisdiction of the Operating Engineers, a meeting of the interested parties will be held "prior" to employment of said equipment to discuss manning. If assigned to the Engineer, wage rates applicable to this work reasonably consistent with rates in this Agreement will be negotiated.

SECTION 4. An Engineer in Wage Classifications I and II may operate up to four machines (three changes) in a day. However, on leaving one he must shut off the power on the machine on which he had been working.

If related to his operation, a machine in Wage Classifications III, IV, or V may be included in the above three machines.

Except as modified by Article XIX, Manning of Minor Machines, there shall be no limit to the number of machine changes an Operator may make on Machines in Wage Classifications III, IV and V.

Any Employee covered by this Agreement shall not be permitted to change to an assigned machine of another Employee covered by this Agreement who has been assigned to operate said assigned machine unless the latter has been discharged for just cause.

SECTION 5. An Engineer and/or Crew must be given an opportunity to familiarize themselves with new equipment as it is developed and made available for use.

SECTION 6. The Contractor agrees it will not require as a condition of Employment that any Employee furnish or provide a truck or other vehicular equipment.

SECTION 7. If an Employee is called back to work after normal quitting time he shall not receive less than four hours pay at his applicable overtime rate.

**SECTION 8.** The Contractor shall recognize the jurisdiction of the Operating Engineers when assistance is required on all equipment coming under their jurisdiction.

**SECTION 9.** Where overtime is required (excluding maintenance and repair of the machine), the Operator regularly operating the particular piece of equipment or plant shall be employed for such overtime work.

**SECTION 10.** Assuming the ability of the Operators to be equal, an assigned machine shall be a man's job for the purpose of overtime and lay-off. In the event a machine is operated by any person other than the assigned Engineer and/or Crew, the assigned Engineer and/or Crew shall be paid all wages and fringe benefits for all time worked. An operator's equipment is defined as the last piece of equipment operated at the end of the workday. A piece of equipment is eligible for reassignment after it has been idled for one workday.

**SECTION 11.** All self-propelled equipment as outlined in Article XXXIII (Job Classifications and Wage Rates) must be moved to and from the job or project by an Engineer and/or Crew, when moved under its own power.

**SECTION 12.** All equipment under the jurisdiction of the Engineers shall be loaded and unloaded by an Engineer and/or Crew.

**SECTION 13.** When off-site shop men are required to do field service work they are limited to just the service call as specified.

**SECTION 14.** In the event an Employee fails to report to work when scheduled to work, he shall not be paid for such time and the Contractor must notify the Union's District Referral Office immediately of the job opportunity for the day for a replacement for such absent Employee except as noted in Section 15 below.

**SECTION 15.** In the event an Employee fails to report to work at starting time, through no fault of the Employer, his individual piece of equipment may be operated by Employees covered by this Agreement employed on the job or project provided the Union's Steward, if available, and the District Referral Office, have been notified.

In the event this absence extends over one day, the Contractor is required to notify the District Referral Office for a replacement.

When an Employee fails to report to work at starting time and the Contractor has no available Employees on the job or project, the Contractor may utilize the services of any of his Employees provided the Union's Steward and the District Referral Office have been notified and a replacement has been requested by the Contractor. When a machine is operated by an Employee who is not covered by the terms of the Operating Engineer's Agreement, the replacement Engineer shall be paid from starting time of shift. This shall apply only to Article XXI, Section 15, Paragraph 3.

SECTION 16. Any machine under the jurisdiction of the Operating Engineers shall not be operated without an Engineer and/or Crew present except as provided above.

SECTION 17. When only one mechanic is employed on the job he shall not be classed below the grade of Lead Mechanic. Thereafter, not more than a total of six mechanics or helpers may be employed without the employment of a Working Mechanical Foreman and an additional Lead Mechanic. The conditions as stated herein shall apply to each shift.

SECTION 18. Individual pieces of equipment already listed in Article XXXIII, (Job Classifications and Wage Rates), as being within the jurisdiction of the Operating Engineers will continue to be under the jurisdiction of the Operating Engineers if they should become remote controlled.

SECTION 19. When a Contractor fails to properly man any piece of equipment under the terms of this Agreement, he shall be required to pay regular wages (including the cost of Fringe Benefits) for each day the equipment is undermanned to the next qualified registrant in the District in which said violation occurred. The man to whom such payment is made shall furnish the Contractor with the necessary employment information.

SECTION 20. Any Engineer when operating a grease unit shall be classed as Head Grease Unit Operator and be paid therefor. If and when the Contractor desires the use of additional men on a grease unit per shift they can be Oilers and/or Apprentice Engineers. The above conditions shall apply to each unit on each shift.

SECTION 21. The Operating Engineer shall be required to carry sufficient tools to make minor repairs.

## ARTICLE XXII -- Joint Labor-Management Drug/Alcohol Abuse Program

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively adopt the following Drug/Alcohol Abuse Program which may be modified hereafter.

1. POLICY STATEMENT - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

### 2. DEFINITIONS

(a.) Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

(b.) Prohibited Items Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

(c.) Employee - Individuals, who perform work for the Company including, but not limited to, management,

supervision, engineering, craft workers and clerical personnel.

(d.) Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.

(e.) Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

(f.) Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### 3. CONFIDENTIALITY

(a.) All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Company will make every reasonable effort to return you to work upon your recovery. The Company will also take action to assure that your illness is handled in a confidential manner.

(b.) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

(c.) When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be property labeled and made tamper proof. The donor must witness this procedure.

(d.) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(e.) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### 4. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

(a.) Rules - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

(1). Use, possess, dispense or receive prohibited substances on or at the job site; or

(2). Report to work with any measurable amount of prohibited substances in their system.

(b.) Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

(1). Applicants testing positive for drug use will not be hired.

(2). Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

(3). Employees who refuse to cooperate with testing procedures will be terminated.

(4). Employees found in possession of drugs or drug paraphernalia will be terminated.

(5). Employees found selling or distributing drugs will be terminated.

(6). Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

(c.) Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with you and your physician to determine if a re-assignment of duties is necessary. The Company will

attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

(d.) Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

#### 5. DRUG/ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

(a.) A pre-employment drug and alcohol test may be administered to all applicants for employment;

(b.) A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

(c.) Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

(d.) 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;

(e.) Employees may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The Company will bear the costs of all testing procedures.

**6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health & welfare/insurance program.

If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated in his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

**7. ADDENDUM - JOINT LABOR - MANAGEMENT DRUG/ALCOHOL ABUSE PROGRAM**

When a Constructors Association member conducts drug testing in accordance with the Agreement, the Company will issue the employee(s) who test negative a card as evidence therein. The cards will be issued by employee social security number through the Association at the time the Company advises the Association of test results.

The Constructors Association will maintain a complete list of those employees, by social security number, who have been drug tested and the dates tested and the results of those drug tests.

Contractor Members of the Constructors Association may call the Association when prospective employees are considered for employment to determine if the employee has been drug tested in the previous twenty-four months and the test results.

In the event an individual has been tested by another Association member during the past twenty-four months, and the test results are negative, the Company (the prospective employer) may elect to exempt the individual from present drug tests.

In the event an employee has been tested by another Association member during the past twenty-four months, *and the test results are positive, the Company may require evidence of the employee having been diagnosed by a drug rehabilitation counselor and currently participating in or successfully completing counseling or a rehabilitation program after the positive drug test result before considering the individual for employment. If the individual cannot provide evidence of current participation in counseling or successful completion of a rehabilitation program, the employer may reject him for employment. In the event the individual has started work, and the Company receives notice of a positive drug test result, the employee will be paid only for actual hours worked. Even with satisfactory completion of counseling or a rehabilitation program or participation therein, a Company may require a negative drug test before offering employment.*

Drug results shall be confidential and only provided on a need to know basis. Test results shall be provided only to prospective employers. The Association will indemnify and hold the Unions harmless for any payments of lost wages or damages the Unions are required to make any applicant for employment or aggrieved employee and for reasonable costs and expenses, including attorney's fees,

court costs and other disbursements resulting from or occasioned by any negligent practice on the part of the Association in the operation of the foregoing drug testing program.

**ARTICLE XXIII -- Hazardous/Toxic Waste Material  
Handling, Removal and Disposal**

1. This section is applicable to two types of Hazardous/Toxic Waste Removal work:

(a.) A Hazardous/Toxic Waste Project that is specifically bid as a project involving the handling, removal and disposal of Level A, B, C or D Hazardous/Toxic Waste Materials as defined by the United States Environmental Protection Agency and which is designated by that agency as a Hazardous/Toxic Waste removal site at the time of removal.

(b.) The handling and removal of Hazardous/Toxic Waste where the following conditions are met: (1) unexpected Hazardous/Toxic Waste Materials as defined in a). are encountered, (2) the handling, removal and disposal of that material constitutes an item of work not specified in the construction contract, and (3) the location of that Hazardous/Toxic Waste becomes designated as a Hazardous/Toxic Waste removal site by the Environmental Protection Agency.

2. When employees are required to work with removal of Hazardous/Toxic Waste Materials classified as Levels A, B, C or D on a Hazardous/Toxic Waste Materials Removal Project as defined in 1.a). or 1.b). above, the following conditions shall apply:

(a.) The removal of Hazardous/Toxic Waste Materials will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

(b.) Wages for employees working in direct contact with a Hazardous/Toxic Waste Material which is classified Level A or Level B by the United States Environmental Protection Agency and who are required to wear personal protective equipment for respiratory skin or eye protection for that level of work, shall be Two Dollars Fifty Cents per

hour above the comparable classification of work listed in Article XXXIII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Heavy/Highway wages only) in accordance with the wage classifications of Article XXXIII. Wages for employees working in direct contact with Level C or D, Hazardous/Toxic Waste Material as classified by the United States Environmental Protection Agency, and who are required to wear personal protective equipment as set forth by the United States Environmental Protection Agency, shall be One Dollar per hour above the comparable classification listed in Article XXXIII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Heavy/Highway wages only) in accordance with the wage classification of Article XXXIII.

(c.) When employees are required to work with Levels A or B Hazardous/Toxic Waste Material as defined herein, the Company must provide for adequate break time off or relief operators as required for job specific conditions.

(d) Where Hazardous/Toxic Waste Material is unexpectedly encountered and becomes a Hazardous/Toxic Waste Material Project as defined in 1.b) for which there was no provision in the bid, and no satisfactory union subcontractors are available to perform the work then the General Contractor may select a subcontractor in accordance with the guidelines established in the Memorandum of Understanding regarding this subject between the signatory parties.

3. The provisions of this section are intended to apply only to Hazardous/Toxic Waste Removal work as defined. They shall not apply to the handling, application, removal or disposal of Hazardous/Toxic Waste Materials as encountered on Heavy/Highway Construction Projects which are subject to government Hazard Communications Regulations, Community Right to Know Regulations but not designated as Hazardous/Toxic Waste removal work by EPA guidelines, even though such material may require specialized handling and personal protective equipment.

However, all other sections of this labor contract continue to be applicable in such work.

#### Memorandum of Understanding

Where a Hazardous/Toxic Waste problem is unexpectedly encountered that meets the definition of a Hazardous/Toxic Waste project as defined in Article XXIII, Subsection 1(b) of the Labor Agreement, the following guidelines shall apply if the contractor subcontracts the Hazardous/Toxic Waste removal to a contractor that is not in signed agreement with the Union.

1. The Company shall provide the Union with a list of the companies contacted.

2. The Company will provide the Union with its reasons for refusing to subcontract to a listed union contractor.

3. The Union shall have an opportunity to discuss that refusal.

4. If a non-union contractor is selected, it shall be required to sign an Agreement with the Union. The Union must offer a Project Agreement to the contractor, which shall not contain terms materially different from the Heavy/Highway Agreement.

5. The Union will accept as members key operating employees of the Contractor, the number to be mutually determined by the Union and the Contractor.

#### ARTICLE XXIV -- APPRENTICE ENGINEERS

SECTION 1. The use of Apprentice Engineers shall not be prohibited.

SECTION 2. When a Contractor on the project or his Sub-Contractor uses Employees covered by this Agreement to operate individually manned pieces of equipment, the Contractor or Sub-Contractor shall employ an Apprentice Engineer as herein set forth below.

(a.) The said Contractor or Sub-Contractor shall employ an Apprentice Engineer on the project in the following instances, providing, however, the Apprentice Engineer employed does not unnecessarily increase the Contractor's or Sub-Contractor's work force.

(b.) Providing one is available and qualified to do the job as specified, the Contractor may employ one apprentice per each seven Operators within the Contractors employ under this Agreement. When at least seven Engineers are employed under this Agreement, an Apprentice Engineer shall be employed.

(c.) For each successive seven Operators in addition to the seven employed by the Contractor or Sub-Contractor covered by this Agreement an additional Apprentice Engineer shall be employed providing one is available and is qualified to do the job as specified.

**SECTION 3.** The Apprentice Engineers shall be under the direction of the Operator of the machine, and shall assist in such work as directly affects the operation of his machine pursuant to the terms and conditions of this Agreement.

**SECTION 4.** Apprentice Engineers shall be used in accordance with the Joint Apprenticeship Committee Standards. In order to maintain a sufficient number of skilled Mechanics in the Industry covered by this Agreement, the Joint Apprenticeship Committee Standards is recognized and the training and employment of as many Apprentice Engineers as called for in this Agreement shall be encouraged and undertaken by both Contractor and the Union.

**SECTION 5.** The Contractor and Sub-Contractor shall give ample opportunity for the Apprentice Engineer or Oiler to operate equipment under the supervision of the Engineer at the discretion of the Contractor whenever time and opportunity avails itself.

**SECTION 6.** Apprentice Engineers and/or Oilers when requested to work the regular lunch period, may stagger their lunch period in order to be able to oil, grease, or fuel machines while machines are down during lunch period at no extra compensation.

**SECTION 7.** The duties of an Oiler and/or Apprentice Engineer shall be, but not limited to, to assist the Operator in fueling, oiling, greasing, and repairing his machine and giving signals where necessary or to direct hauling equipment at particular rig in question, changing buckets

or booms, hooking mats, grade checking, driving truck cranes, and keep a running record of maintenance.

SECTION 8. Oilers, Firemen and/or Apprentice Engineers employed on all machines shall be paid at the rates prescribed in the Schedule of Rates, Article XXXIII, Class 5 of this Agreement. Conditions and overtime for Oilers, Apprentice Engineers and/or Firemen are to be the same as for Engineers.

SECTION 9. Apprentices' performance will be evaluated by the contractor and may be advanced in wages in accordance with their performance.

**ARTICLE XXV – OPERATING ENGINEERS LOCAL 66**  
**FRINGE BENEFIT CONTRIBUTIONS**

SECTION 1. The Agreement and Declaration of Trust of the Operating Engineers Local #66 Welfare Fund, Construction Industry and Miscellaneous Pension Fund, Benefit Fund, Joint Apprentice and Training Fund and Annuity Fund is incorporated and made a part of this Agreement by reference thereto. The Contractor agrees to contribute for each man hour paid to Employees covered under this Agreement, the following contributions:

(a)	Welfare Fund:	Retirees:	Total:
	Effective 1-1-2000 . . . \$ 4.43	\$ .20	\$ 4.63
	Effective 1-1-2001 . . . \$ 4.43	\$ .20	\$ 4.63
	Effective 1-1-2002 . . . \$ 4.48	\$ .20	\$ 4.68
	Effective 1-1-2003 . . . \$ 4.48	\$ .20	\$ 4.68
	Effective 1-1-2004 . . . \$ 4.48	\$ .20	\$ 4.68
(b)	Construction Industry & Miscellaneous Pension Fund:		
	Effective 1-1-2000 . . . . .	\$ 2.55	
	Effective 1-1-2001 . . . . .	\$ 2.75	
	Effective 1-1-2002 . . . . .	\$ 2.95	
	Effective 1-1-2003 . . . . .	\$ 3.15	
	Effective 1-1-2004 . . . . .	\$ 3.35	
(c)	Benefit Fund:		
	Effective 1-1-2000 . . . . .	\$ .05	
(d)	W. Pa Operating Engineers Joint Apprentice & Training:		
	Effective 1-1-2000 . . . . .	\$ .26	

<b>(e) Annuity Fund (and Savings Fund):</b>	
Effective 1-1-2000 . . . . .	<b>\$ 1.75</b>
Effective 1-1-2001 . . . . .	<b>\$ 1.85</b>
Effective 1-1-2002 . . . . .	<b>\$ 1.95</b>
Effective 1-1-2003 . . . . .	<b>\$ 2.05</b>
Effective 1-1-2004 . . . . .	<b>\$ 2.15</b>

**SECTION 2.** Fringe benefit contributions will be made by the Contractor on each hour paid as wages to the employee. If wages are paid at the straight time rate then fringe benefits are to be paid at the same rate. If wages are paid at the time and one half rate, then fringe benefits are to be paid at the time and one half rate. If wages are paid at the double time rate, then fringe benefits are to be paid at the double time rate.

**SECTION 3.** A contribution at the rate of 0.5% of the gross wages shall be contributed to the Western Pennsylvania Heavy and Highway Construction Industry Advancement Program effective on all work bid on or after February 1, 2000. Payment shall be by check or other written order for the payment of money to the National City Bank, Pennsylvania Operating Engineers' Local Union No. 66 Contribution Account and forwarded to the National City Bank, Pennsylvania Operating Engineers' Local Union No. 66 Contributions Account, P. O. Box 400109, Pittsburgh, Pennsylvania 15268-0109, for distribution to the Western Pennsylvania Heavy and Highway Construction Industry Advancement Program Account.

Contributions to the Industry Advancement Program are irrevocable and the program will be administered by the Constructors Association of Western Pennsylvania.

**SECTION 4.** The submitting of Contributions provided for in this Article shall be governed by the provisions of Article XXVII, (Submitting Reports and Contributions) and Article XXVIII, (Fund Audits).

**ARTICLE XXVI – PAYROLL DEDUCTIONS**

**SECTION 1.** Upon receipt of a written authorization, the Contractor agrees to deduct from the Employees' wages any working dues which, during the term of this Agreement

is approved by a secret ballot vote at a special notified Union General Membership meeting held for that purpose. In accordance with the foregoing, the Contractor shall deduct from the wages of all Employees covered by this Agreement, the sum listed on the Employee's Authorization Slip. The Union will forward to the Contractor a complete list of names of Employees who have signed a written authorization under this Article.

SECTION 2. Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local #66 and supplemental service charges on behalf of non-members.

SECTION 3. Beginning February 1, 2000 on all projects, the employee shall have deducted from their pay, three cents per hour paid as an employee contribution into the Apprentice Fund to help defray the cost of training apprentices.

In the alternative, employees shall have the option of diverting the three cents per hour paid set forth in this Section into the Union Political Action Fund if the employee voluntarily authorizes such contribution by executing a proper checkoff authorization form directing his/her employer to make contribution to the Union's Political Action Fund.

SECTION 4. Upon receipt of signed authorization cards the contractor shall deduct thirty-eight cents per hour from employee wages payable to the Miscellaneous Employee Payroll Deduction Account effective on all projects paying 2000-2004 wages, which shall be distributed as follows: Apprenticeship/PAC – three cents, Social/Defense Fund – twenty-five cents, and Building Fund – ten cents.

SECTION 5. The International Union of Operating Engineers, Local No. 66 agrees to hold all authorization cards obtained from Employees represented by the Union and covered by this Agreement, and shall upon request affirm to any interested Contractor the fact that such an authorization card is being held by it. Upon revocation, if any, the Union shall promptly notify the Contractor in

writing of the name of the Employee and the date of revocation.

The Union shall indemnify and hold the Contractor harmless against any and all claims, demand, suits, or other forms of liability that shall arise out of, or by reason of any action taken by the Contractor for the purpose of complying with the provisions of this Article, or on reliance of any list, notice, assignment, or authorization card furnished under such provision.

When Employees are directed by the Contractor to work outside of the geographical boundaries of this Agreement, the Contractor then agrees to make authorized deductions for the Union dues as are provided herein.

SECTION 6. The submitting of reports and the payment and distribution of Payroll Deductions as provided for in this Article shall be governed by the provisions of Article XXVII (Submitting Reports and Contributions, etc.) and Article XXVIII (Fund Audits).

**ARTICLE XXVII – SUBMITTING REPORTS AND  
CONTRIBUTIONS, LIQUIDATED DAMAGES AND  
INTEREST CHARGES FOR DELINQUENCY**

SECTION 1. Each contractor who is a party to this Agreement agrees to submit a Monthly report showing all employees covered by this Agreement who have been employed during such month, the Gross Wages paid to such employees, and such other information as may be deemed necessary by the Trustees of the various Funds to properly administer the affairs of such Trust Funds. In lieu of sending separate monthly report forms and individual checks or money orders to each of the respective Funds covered by this Agreement, the Contractor shall prepare one monthly Report Form (in duplicate) and one check or money order for the total amount due all Funds. Such check or money order shall be payable to the National City Bank, Pennsylvania Operating Engineers, Local Union No. 66 Contribution Account. One copy of the report, together with a check or money

order for the full amount due shall be sent to the Operating Engineers Local Union No. 66 Contribution Account, P. O. Box 400109, Pittsburgh, Pennsylvania 15268-0109. One copy shall be retained by the Contractor for his records. Reports shall be submitted for all months of the year irrespective of whether or not the Contractor has employees covered by this Agreement.

**SECTION 2.** All funds deposited to the National City Bank, Pennsylvania Operating Engineers Local Union No. 66 Contribution Account shall thereafter be distributed to the various Funds Accounts in accordance with the terms of this Agreement, upon the direction of the Administrator of the Operating Engineers Local 66 AFL-CIO and Construction Industry Combined Funds, Inc., acting on behalf of the Directors of the Combined Funds. Distribution of these monies shall be in accordance with the prevailing rates of contribution for the respective Funds.

**SECTION 3.** Monthly reports and payments are due by the 30th day of the month following the month reported. Reports and payments received (postmarked) after the due date shall be considered delinquent and the Contractor submitting delinquent reports and payments shall be considered in violation of this Agreement and shall be subject to liquidated damages of five percent of the amount due, but not less than \$10.00 nor more than \$100.00. In addition, the Contractor shall be assessed an interest charge of one percent per month of the amount of the total delinquency including liquidated damages. (Reports filed without payment attached shall be considered delinquent on the 30th day of the month following the month in which the work was performed, and liquidated damages and interest charges as specified in this Section will be applied.)

**SECTION 4.** Should the Contractor become delinquent in his payment of wages or Working Dues as provided for in this Agreement, the Union may require such Contractor to post security for the payment of such delinquencies in the form of a cash or corporate security bond in an amount

that the Union shall determine to be adequate, and/or require the Contractor to submit weekly reports and make payments of Working Dues on a weekly basis. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, notwithstanding any other clause in this Agreement, to withhold the services of the employees until such time the reports are submitted and the payments are made.

Further, the Union may require a new Contractor in the area to post security for the payment of wages or Working Dues that may become due to employees as provided for in this Agreement. Said security to be either cash or corporate security bond in an amount that the Union shall determine to be adequate.

SECTION 5. Should the Contractor become delinquent in his payment of contributions to fringe benefit trust funds as provided for in Article XXV of this Agreement, the Trustees of the various funds may require such Contractor to post security for the payment of such delinquencies in the form of a cash or corporate security bond in an amount that the Trustees shall determine to be adequate, and/or be required to submit weekly reports and make payments of all Fringe Benefits on a weekly basis. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, notwithstanding any other clause in this Agreement, to withhold the services of the employees until such time the reports are submitted and the payments are made.

SECTION 6. Nothing in Sections 4 or 5 of this Article XXVII shall operate to prevent the Union and the Trustees of the various Funds requiring a single bond of a delinquent Contractor if they shall so mutually decide.

SECTION 7. Should the Contractor have no delinquency for a period of twelve consecutive months from the date such surety or bond is pledged, said surety or bond will no longer be required.

SECTION 8. In the event that the Contractor is unable or unwilling to post security as required above, the Union shall have the right to withdraw and refuse to send any

employees to said Contractor. Such action shall not be deemed a violation of any terms of this Agreement.

#### ARTICLE XXVIII -- Fund Audits

Audits of the Contractors' Employees' Engineer payroll records represented by this Agreement, may be made by the Administrator of the Operating Engineers Local 66 AFL-CIO and Construction Industry Combined Funds, Inc., or the administrator of any jointly Trusteed Fund, or an employee of those offices upon instruction and authority granted by the Trustees of the funds. When a payroll audit is authorized, the contractor involved shall make available to the Trustees or their representative its payroll books and records. Such books and records shall include (a) all records which the contractor may be required to maintain under Section 209(a) (1) of the Employee Retirement Income Security Act of 1974, and (b) time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the contractor's federal, state and local payroll tax reports, and all other documents and reports that reflect the hours and wages of the employees. Five days notice shall be given the Contractor before the audit.

After a second request for an audit has been made, if an audit is denied or cancelled, the Union shall give the contractor a 30 day notice of withdrawal of services and shall refuse to send any employees to said employer. Such action shall not be deemed a violation of any terms of this Agreement.

In the event a suit to compel an audit is required, the Contractor agrees to pay all court costs and reasonable attorney fees.

In addition, any delinquent Contractor shall be liable for all expenses, including attorney's fees and other disbursements incurred in the collection of any delinquency. It is agreed that legal action may be instituted in Allegheny County against the delinquent Contractor.

### ARTICLE XXIX – DISBURSEMENT OF WAGES

SECTION 1. In the event the Union shall on or after the date of signing wish to apply a portion of the wage rate specified in this Agreement to funds provided for in this Agreement, it shall so notify the Contractor of such desire and such increased contribution or deduction rate shall become applicable thirty days after notification.

SECTION 2. In the event such additional funds or assessments are so required such contributions or deductions shall be deducted from the wage rates specified in this Agreement.

### ARTICLE XXX – NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against any Employee because of race, creed, color, age, sex or national origin. The parties further agree that they will abide by Title VII of Civil Rights Act of 1964 and Executive Order 11246 and/or any other governmental regulations pertaining to Equal Employment Opportunity.

### ARTICLE XXXI – AVAILABILITY OF AGREEMENT TO ANY CONTRACTOR

Any Contractor not a member of the Constructors Association of Western Pennsylvania may receive the benefits and assume the obligations of this Agreement by becoming a member of the Constructors Association of Western Pennsylvania and accepting this Agreement.

### ARTICLE XXXII – GENERAL SAVINGS CLAUSE

SECTION 1. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agrees that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, without thereby affecting any of the other terms or conditions thereof.

unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

**SECTION 2.** The Union or the Association may at its option, require renegotiation of such individual provisions.

**SECTION 3.** In the event legislation covering hours of labor, overtime or other conditions of employment applicable to any work covered by this Agreement is enacted, then and in that event, effective on the effective date of such legislation, such more favorable provisions shall be added to this Agreement and this Agreement modified to conform therewith, applicable to all work covered by this Agreement bid or let on or after the date such provision is added to this Agreement.

**SECTION 4.**

(a.) There shall be no oral or written Agreements between any Contractor, signatory to this Agreement and an Employee working under this Agreement which conflicts, or is inconsistent with this Agreement.

(b.) Should there be conflicting language between those items incorporated by reference in the Addendum and the Body of this Agreement, that language in the Addendum shall prevail.

**ARTICLE XXXIII – GEOGRAPHICAL AREA**  
**JOB CLASSIFICATIONS AND WAGE RATES**

This Agreement shall govern all Heavy Construction, Railroad Contracting, Highway Construction, and Utility Construction Work which any Contractor performs in the following Counties in the Western part of Pennsylvania:

**ZONE I**

Allegheny	Fayette
Armstrong	Greene
Beaver	Indiana
Blair	Jefferson
Butler	Lawrence
Cambria	McKean
Centre	Mercer
Clarion	Somerset
Clearfield	Venango
Crawford	Warren
Elk	Washington
Erie	Westmoreland

**ZONE II**

Bedford	Fulton
Cameron	Huntingdon
Clinton	Mifflin
Forest	Potter
Franklin	

In case there is a job or project extending into two zones, the rate of pay for the entire operation shall be that of the zone commanding the highest wage scale.

## **JOB CLASSIFICATIONS AND WAGE RATES**

The below listed classifications when put in use must be manned by an Engineer and/or Crew as indicated. The listing of the below machines is in reference to all types and models including when attachments are added to these machines.

### **CLASS I**

- Asphalt Paving Machine (Spreader) Note: will become a Class I machine effective when 2001 wage rates appear in project specifications
- Autograder (C.M.I. and similar)
- Backfiller
- Backhoe-360 Swing (Note Job Recovery Footnote p. 71)
- Cableway
- \*Caisson Drill (similar to Hugh Williams)
- Central Mix Plant
- \*Cooling Plant
- Concrete Paving Mixer
- Concrete Pump (self-propelled)
- \*Cranes (Note Job Recovery Footnote p. 71)
- \*Cranes (Boom or mast over 101 ft. will be paid on the basis of an additional \$.25 per each additional 50 feet inclusive of jib) Crane operators must pass the CCO Crane Certification by December 31, 2002 in order to receive the boom premium rate.
- Cranes (Tower-Stationary-Climbing Tower Crane)
- Derrick
- \*Derrick Boat
- Dozer (D-6 and over)
- \*Dragline
- \*Dredge
- Dredge Hydraulic (1 Leverman - 1 Oiler - 1 Apprentice)
- Elevating Grader
- \*\*Franki Pile Machine
- \*Gradall (Remote control or otherwise)  
(Note Job Recovery Footnote p. 71)
- Grader (Power-Fine Grade)
- \*\*Helicopter (1500 lb. or over lift)
- Helicopter (under 1500 lb. lift)

### (Class I - Continued)

- Hilift (4 cy. and over)
- Hoist 2 Drums or more (in one unit)
- Hydraulic Boom Truck (with pivotal cab)  
(single motor-Pitman or similar)
- \*Kocal
- Lead Mechanic
- \*Locomotive (Std. Gauge)
- \*Metro-chip Harvester or similar
- Milling Machine (Roto Mill or Similar)
- \*Mix Mobile
- \*\*Mix Mobile (with Self Loading Attachment)
- Mucking Machine (Tunnel)
- \*Pile Driver Machine
- Pipe Extrusion Machine
- Presplitter Drill (Self contained)
- \*\*Refrigeration Plant (Soil stabilization)
- \*Rough Terrain Crane (25 ton and over)  
(Note Job Recovery Footnote p. 71)
- Rough Terrain Crane (under 25 ton)
- Scrapers
- \*Shovel-Power
- Slip Form Paver (C.M.I. and similar)
- \*Trenching Machine (30,000 lb. and over)
- Trenching Machine (under 30,000 lb.)
- \*Tunnel Machine (Mark XXI Jarva or similar)
- Vermeer Saw
- \*Whirley
- Working Mechanical Foreman (plus \$ .35 per hour  
over - Class I Rate)

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\*Apprentice Engineer or Oiler required

\*\*Two Engineers required

### **CLASS II**

Asphalt Paving Machine (Spreader) Note: On projects bid in 2001, the Asphalt Spreader will become a Class I machine when the 2001 wage rates appear in the project specifications

Asphalt Plant Operator

Auger (Tractor Mtd.)

\*Auger (Truck Mtd.) (Note Job Recovery Footnote p. 71)

**(Class II - Continued)**

Backhoe (Rear Pivotal Swing) (180 Swing)  
Belt Loader (Euclid or Similar)  
Boring Machine  
Cable Placer or Layer  
Compactor with Blade  
Concrete Batch Plant (Electronically Synchronized)  
Concrete Belt Placer (C.M.I. and similar)  
Concrete Finishing Machine and Spreader  
Concrete Mixer (over 1 cy.)  
Concrete Pump (Stationary)  
\*Core Drill (Truck or skid Mtd. - similar to Penn Drill)  
Directional Drills over 3,000 lbs. thrust  
Dozer (under D-6)  
Ditch Witch - Saw  
Force Feed Loader  
Fork Lift (Lull or similar)  
Grader - power  
Grease Unit Operator (Head)  
\*Guard Rail Post Driver (Truck Mounted)  
(Note Job Recovery Footnote p. 71)  
Guard Rail Post Driver (Skid Type)  
Hilllift (under 4 cy.)  
Hydraulic Boom Truck (non-pivotal cab)  
Job Work Boat (powered) (When assistance  
is required it shall be a Deckhand)  
Jumbo Operator  
Locomotive (narrow gauge)  
Mechanic  
Minor Equipment Operator (Accumulative four units)  
Mucking Machine  
Multi-head Saw (Groover)  
Over-head Crane  
Roller-power-asphalt  
Ross Carrier  
Side Boom or tractor mounted boom  
Shuttle Buggy (asphalt)  
Stone Crusher (Screening-Washing Plants)  
Stone Spreader (Self-propelled)

**(Class II - Continued)**

\*Truck Mounted Drill (Davey or similar)  
Welder and Repairman  
Well Point Pump Operator

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\*Apprentice Engineer or Oiler required

**Job Recovery Footnote**

The Company shall have the option of hiring oilers on hydraulic track backhoes up to 2 cu. yd., including CAT 235 or similar, 50 ton or under rough terrain crane with one cab, single axle truck mounted auger and post driver, and remote controlled Gradalls. If the Company chooses not to hire an oiler, the operator must be given one hour a day to prepare and maintain his machine and be paid at the overtime rate. Where two or more 2 cu. yd. and under track backhoes as described above are being utilized the Company may utilize the option to employ an oiler to prepare and maintain up to four such machines in which case the operator will not be given one hour a day at the overtime rate for this same purpose. Should there be any distance between the machines referred to herein, appropriate transportation will be afforded the oiler to carry out his duties.

Pile driving operations: On truck cranes and cat rigs the Company will employ two Class I operators. The second operator shall oil on the rig and also cover the minor machines regardless of size related to his operation, not to exceed four units. The second position shall be manned from the District Preferred "A" list as long as qualified members are available. When not available--the position shall be filled from the regular operators list. Where minor machines are not involved, the Company will employ an operator and an oiler (Note Memorandum of Understanding).

The operation, repair, safety and maintenance of these machines is recognized as the jurisdiction of the Operating Engineers. If anyone other than an Operating Engineer is doing this work, formerly done by oilers, then the Company must employ an oiler on these machines and the

Competitive Adjustments for oilers will be negated on this project.

### CLASS III

Broom Finisher (C.M.I. or Similar)  
Compactors/Rollers (Static or Vibratory) (Self-propelled)  
Curb Builder  
Minor Equipment Operator (two or three units)  
Multi-head Tie Tamper  
Pavement Breaker (Self-propelled or ridden)  
Soil Stabilizer Machine  
Tire Repairman (as per agreement with Teamsters)  
Tractor (Snaking and hauling)  
Well Driller and Horizontal  
Winch or "A" Frame Truck (when hoisting and lowering)

### CLASS IV

Ballast Regulator  
Compressor  
Concrete Mixer (1 cy. and under with skip)  
Concrete Saw (Ridden or self-propelled)  
Conveyor  
Elevator (Material hauling only)  
Fork-lift (Ridden or self-propelled)  
Form Line Machine  
Generator  
Grout Pump  
Heater (Mechanical)  
Hoist (single drum)  
Ladavator  
Light Plant  
Mulching Machine  
Personnel Boat (Powered)  
Pulverizer  
Pumps  
Seeding Machine  
Spray Cure Machine (Power driven)  
Subgrader  
Tie Puffer  
Tugger  
Welding Machine (Gas or Diesel)

## **CLASS V**

Deck Hand  
Farm Tractor  
Fireman on Boiler  
Mechanic's Helper  
Oiler  
Power Broom  
Side Delivery Shoulder Spreader (Attachment)

### **Apprentices Indentured After February 1, 2000 For All Work**

1st Year - minimum \$4.00 less than the prescribed rate with full fringes, except 0% payment into the pension plan  
2nd Year - minimum \$3.50 less than the prescribed rate with full fringes, except 25% payment into the pension plan  
3rd Year - minimum \$2.50 less than the prescribed rate with full fringes, except 50% payment into the pension plan  
4th Year - minimum \$2.00 less than the prescribed rate with full fringes, except 75% payment into the pension plan

### **Apprentices Indentured Prior To February 1, 2000 For All Work**

1st Year - \$4.00 less than the prescribed rate plus full fringes  
2nd Year - \$3.50 less than the prescribed rate plus full fringes  
3rd Year - \$2.50 less than the prescribed rate plus full fringes  
4th Year - \$2.00 less than the prescribed rate plus full fringes

The contractor will contribute \$1.00 per hour to the Apprenticeship Program for each hour an apprentice is employed at the apprenticeship wage. However, on Addendum #2 work, all apprentices shall be paid \$1.00 per hour less than the prescribed apprentice rate of pay for the job performed.

**Performance Advancements For All Work** – Apprentices may be advanced in wages by the employer, based solely on the employer's evaluation of the apprentice's job performance. Previous wages paid are not to serve as the basis of payment for wages on new work assignments.

**I.U.O.E. #66****2000**

	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>APPRENTICE TRAINING</u>	<u>BENEFIT</u>	<u>ANNUITY</u>	<u>TOTAL</u>
ZONE I - CLASS I	21.38	4.63	2.55	.26	.05	1.75	30.62
II	21.12	4.63	2.55	.26	.05	1.75	30.38
III	17.47	4.63	2.55	.26	.05	1.75	26.71
IV	17.01	4.63	2.55	.26	.05	1.75	26.25
V	16.76	4.63	2.55	.26	.05	1.75	26.00
ZONE II - CLASS I	21.09	4.63	2.55	.26	.05	1.75	30.33
II	20.81	4.63	2.55	.26	.05	1.75	30.05
III	17.17	4.63	2.55	.26	.05	1.75	26.41
IV	16.68	4.63	2.55	.26	.05	1.75	25.92
V	16.47	4.63	2.55	.26	.05	1.75	25.71

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Effective February 1, 2000:

In addition to the above wages the contractor shall contribute: Industry Advancement Program - 0.5% of Gross Wages  
 Employee Payroll Deduction: \$.38 payable to the Miscellaneous Employee Payroll Deduction Account distributed as follows:  
 \$.03 Apprenticeship/Political Action Committee, \$.25 Social/Defense Fund, and \$.10 Building Fund.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates** - See Article XXIII(2)(b) on page 54.  
 No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

## I.U.O.E. #66

2001

	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>APPRENTICE TRAINING</u>	<u>BENEFIT</u>	<u>ANNUITY</u>	<u>TOTAL</u>
ZONE I - CLASS I	21.88	4.63	2.75	.26	.05	1.85	31.42
II	21.62	4.63	2.75	.26	.05	1.85	31.16
III	17.97	4.63	2.75	.26	.05	1.85	27.51
IV	17.51	4.63	2.75	.26	.05	1.85	27.05
V	17.26	4.63	2.75	.26	.05	1.85	26.80
ZONE II -CLASS I	21.59	4.63	2.75	.26	.05	1.85	31.13
II	21.31	4.63	2.75	.26	.05	1.85	30.85
III	17.67	4.63	2.75	.26	.05	1.85	27.21
IV	17.18	4.63	2.75	.26	.05	1.85	26.72
V	16.97	4.63	2.75	.26	.05	1.85	26.51

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Effective January 1, 2001:

In addition to the above wages the contractor shall contribute: Industry Advancement Program -- 0.5% of Gross Wages  
 Employee Payroll Deduction: \$.38 payable to the Miscellaneous Employee Payroll Deduction Account distributed as follows:  
 \$.03 Apprenticeship/Political Action Committee, \$.25 Social/Defense Fund, and \$.10 Building Fund.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates -- See Article XXIII(2)(b) on page 54.  
 No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

I.U.O.E. #88

2002

	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>APPRENTICE TRAINING</u>	<u>BENEFIT</u>	<u>ANNUITY</u>	<u>TOTAL</u>
ZONE I - CLASS I	22.38	4.68	2.95	.26	.05	1.95	32.27
II	22.12	4.68	2.95	.26	.05	1.95	32.01
III	18.47	4.68	2.95	.26	.05	1.95	28.36
IV	18.01	4.68	2.95	.26	.05	1.95	27.90
V	17.78	4.68	2.95	.26	.05	1.95	27.65
ZONE II - CLASS I	22.09	4.68	2.95	.26	.05	1.95	31.98
II	21.81	4.68	2.95	.26	.05	1.95	31.70
III	18.17	4.68	2.95	.26	.05	1.95	28.06
IV	17.68	4.68	2.95	.26	.05	1.95	27.57
V	17.47	4.68	2.95	.26	.05	1.95	27.38

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Effective January 1, 2002:

In addition to the above wages the contractor shall contribute: Industry Advancement Program – 0.5% of Gross Wages  
 Employee Payroll Deduction: \$.38 payable to the Miscellaneous Employee Payroll Deduction Account distributed as follows:  
 \$.03 Apprenticeship/Political Action Committee, \$.25 Social/Defense Fund, and \$.10 Building Fund.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates – See Article XXIII(2)(b) on page 54.  
 No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

## I.U.O.E. #66

2003

	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>APPRENTICE TRAINING</u>	<u>BENEFIT</u>	<u>ANNUITY</u>	<u>TOTAL</u>
ZONE I - CLASS I	22.98	4.68	3.15	.26	.05	2.05	33.17
II	22.72	4.68	3.15	.26	.05	2.05	32.91
III	19.07	4.68	3.15	.28	.05	2.05	29.28
IV	18.61	4.68	3.15	.26	.05	2.05	28.80
V	18.36	4.68	3.15	.26	.05	2.05	28.55
ZONE II -CLASS I	22.69	4.68	3.15	.26	.05	2.05	32.88
II	22.41	4.68	3.15	.26	.05	2.05	32.60
III	18.77	4.68	3.15	.26	.05	2.05	28.96
IV	18.28	4.68	3.15	.26	.05	2.05	28.47
V	18.07	4.68	3.15	.26	.05	2.05	28.26

Effective January 1, 2003:

In addition to the above wages the contractor shall contribute: Industry Advancement Program -- 0.5% of Gross Wages  
 Employee Payroll Deduction: \$.38 payable to the Miscellaneous Employee Payroll Deduction Account distributed as follows:  
 \$.03 Apprenticeship/Political Action Committee, \$.25 Social/Defense Fund, and \$.10 Building Fund.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates** -- See Article XXIII(2)(b) on page 54.  
 No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

I.U.O.E. #86

2004

APPRENTICE

	<u>WAGES</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>TRAINING</u>	<u>BENEFIT</u>	<u>ANNUITY</u>	<u>TOTAL</u>
ZONE I - CLASS I	23.68	4.68	3.35	.26	.05	2.15	34.17
II	23.42	4.68	3.35	.26	.05	2.15	33.91
III	19.77	4.68	3.35	.26	.05	2.15	30.26
IV	19.31	4.68	3.35	.26	.05	2.15	29.80
V	19.06	4.68	3.35	.26	.05	2.15	29.55
ZONE II - CLASS I	23.39	4.68	3.35	.26	.05	2.15	33.88
II	23.11	4.68	3.35	.26	.05	2.15	33.60
III	19.47	4.68	3.35	.26	.05	2.15	29.96
IV	18.98	4.68	3.35	.26	.05	2.15	29.47
V	18.77	4.68	3.35	.26	.05	2.15	29.26

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Effective January 1, 2004:

In addition to the above wages the contractor shall contribute: Industry Advancement Program -- 0.5% of Gross Wages  
Employee Payroll Deduction: \$.38 payable to the Miscellaneous Employee Payroll Deduction Account distributed as follows:  
\$.03 Apprenticeship/Political Action Committee, \$.25 Social/Defense Fund, and \$.10 Building Fund.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates -- See Article XXIII(2)(b) on page 54.  
No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

In accordance with Article XXVI Working Dues, Section 1, the Contractor shall deduct the sum listed on the Employee's Authorization Slip upon receipt of a written authorization.

#### ARTICLE XXXIV -- TENURE OF AGREEMENT

**SECTION 1.** This Agreement shall become effective February 1, 2000, and shall be effective until December 31, 2004, and upon expiration shall be automatically extended from month to month in force thereafter unless written notice of desire to negotiate a new Agreement, in whole or in part, is given by either party hereto to the other at least ninety days prior to the expiration date of the Agreement.

**SECTION 2.** The wage rates as set forth in the Schedule of Wages herein shall become effective February 1, 2000 and will be in effect on those projects as of the time they appear in the project bid documents. The wage rate in effect at the time of the bid for Federal prevailing wage rate projects will remain in effect on those projects for one year from the date of the bid. At the end of the one year from the date of the bid, the first negotiated wage rate that was due the year following the bid date will be paid for one year, at which time the second consecutive negotiated wage rate will be paid for one year except that the wage rates, terms and conditions effective on January 1, 2004, will remain in effect on uncompleted projects until December 31, 2005.

All other terms and conditions of this Agreement shall also be effective on projects on which these wage rates are in force.

**SECTION 3.** Wages to be paid on projects covered by the Pennsylvania Prevailing Wage Act apply on a calendar year basis as designated in the contract bid documents and/or this Bargaining Agreement except that the wage rates, terms and conditions effective on January 1, 2004, will remain in effect on uncompleted projects until December 31, 2005.

**SECTION 4.** The Association shall supply the Union with a full complete and correct list of all members who have authorized the Association to bargain for them. The Association shall also notify the Union promptly of any change in the status of a member who has authorized it to bargain.

**SECTION 5.** In the event that any Contractor discontinues or is discontinued from membership in the Association, the provisions of this Agreement shall remain fully binding on that Contractor, for the duration of this Agreement.

**SECTION 6.** This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein or in the Schedule of Labor made a part hereof will be of any force or effect upon any party hereto, except for Amendments which are mutually agreed upon and permitted by the Union's By-Laws and International Constitution.

**SECTION 7.** In the event of War, declaration of a National emergency or imposition of economic controls upon wages by any Federal authority during the life of this Agreement, the parties shall reopen this Agreement for renegotiation of matters dealing with wages and fringe benefits upon the written request of either party.

**SECTION 8.** If provisions of this Agreement should be declared invalid or inoperative by final order of any court or board of competent jurisdiction, the Union shall be afforded the maximum protection provided by law. The Union or the Association may at its option, require renegotiation of such individual provisions.

#### **ARTICLE XXXV--SEWER AND WATER LINE ADDENDUM**

The following is an Addendum to the Heavy Engineering, Railroad Contracting, Highway Construction, Utility Construction, and Hazardous/Toxic Waste Material Handling, Removal and Disposal Agreement between the Constructors Association of Western Pennsylvania and the International Union of Operating Engineers, Local 66. The

Agreement with the International Union of Operating Engineers, Local 66, expires December 31, 2004.

This Addendum refers to sewer lines and water lines, as contracted by Municipalities, Water and Sanitary Authorities, or Governmental bodies for work up to the terminal point of the primary service or discharge.

It is understood this addendum shall not apply to cross country pipe lines or cables as defined in the National Pipe Line Agreement. Manning requirements and rates of pay, and conditions, as outlined in Agreement with Local 66 will be adhered to with the following exceptions:

**SECTION 1.** When One Operator is on the job he can operate his machine plus three minor machines of any size at the additional compensation of \$.25 per minor machine.

A. Upon the putting into service of the fourth minor machine, a minor machine operator must be employed who will assume the duties of starting and stopping, etc., of the minor equipment at which time the operator will revert back to his established classification rate.

**SECTION 2.** Should there be two operators, i.e., hoe and front-end loader they shall be permitted to operate and maintain the combined maximum of three minor equipment as outlined in 1A.

Further when four minor machines are placed in operation a minor machine operator shall be employed; for any three additional machines the \$.25, \$.50, \$.75 compensation shall apply until an additional combination of four minor machines are employed at which time an additional minor machine operator will be employed, etc.

**SECTION 3.** In the case where an Oiler is required by the Agreement to be employed, he shall be assigned the duties of starting and stopping etc., the combined maximum of three minor machines until the conditions of 1A are met. It is not the intent of this Section to permit an Oiler to change out of his classification other than for the purpose of permitting him to start, stop or maintain minor equipment as provided for in this section.

**SECTION 4.** Machine changes by the operators shall be unlimited. It is further agreed that the jurisdiction of the

Operating Engineer shall be recognized on all equipment as listed in the current Agreement. For the purpose of this Addendum Oilers will not be permitted to change to the Operator classification nor shall operators be permitted to change to the oilers classification.

SECTION 5. This Addendum refers to sewer and water lines as contracted by the Municipality Authority utility companies or governmental body for work up to the terminal point of the primary service or discharge. Further this Addendum shall not include work on sewage treatment, water treatment plants or fossil fired or nuclear power plants as provided for in this Agreement or work as outlined in Article 4, Section 3, Paragraph 7.

SECTION 6. It is understood and agreed that any such work that is let as part of a Highway Project or a Heavy Construction Project is not a part of this definition and not subject to this Addendum.

SECTION 7. Reporting time shall be consistent with Article XX in the body of the Agreement.

SECTION 8. The Addendum shall be a part of both Agreements as herein mentioned, and will in no way other than provided herein affect the body of the Agreement as negotiated.

SECTION 9. This Addendum shall expire on the same date as the body of the Agreement.

SECTION 10. Where legislation does not prevent, the pre-determined rates in effect at the time of bidding shall prevail for the duration of this Contract.

#### ARTICLE XXXVI -NON-COMPETITIVE WORK ADDENDA

There are specific jobs within the scope of work of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations.

For additional clarification on work to be covered within the scope of the Non-Competitive Work Addenda,

contractors should contact the signatory parties to the Addenda.

The Addenda shall expire on the same date as the Agreement between the Association and the Union except that such wages and conditions contained herein shall continue to apply on projects bid or in progress prior to such expiration date.

This Agreement signed and accepted this 13<sup>th</sup> day of January 2000.

CONSTRUCTORS ASSOCIATION  
OF WESTERN PENNSYLVANIA

(s) [Signature]  
Secretary

(s) Thomas Rowan  
Witness

(s) [Signature]  
Executive Director

(s) [Signature]  
Witness

(s) [Signature]  
Director of Industry Relations

(s) [Signature]  
Witness

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 66

(s) Dennis C. Mancini  
Business Manager

(s) Thomas Rowan  
Witness

(s) [Signature]  
President

(s) [Signature]  
Witness

## LOCAL UNION #66 DISTRICT OFFICES

**District #1 - Main Office** Telephone: 412-856-8662  
300 Seco Road, Fax: 412-856-0360  
Monroeville, PA 15146  
Agents: **Les Scott** - Counties: **Beaver & Butler** - ext. 128  
**Fran Lafferty** - County: **southern Allegheny** - ext. 130  
**Ron Sapp** - County: **northern Allegheny** - ext. 129

**District #2 - Youngstown** Telephone: 330-758-7536  
291 McClurg Road, Fax: 330-758-7539  
Youngstown, Ohio 44512  
Agent: **Tom Durkin** - Counties: **Lawrence & Mercer**

**District #3 - Indiana** Telephone: 724-463-9148  
2105 Oakland Avenue Fax: 724-463-1595  
Indiana, PA 15701  
Agents: **Ed Poole** - Counties: **Armstrong & Westmoreland**  
**Regan Robertson** - Counties: **Cambria & Indiana**

**District #4 - Clearfield** Telephone: 814-765-7888  
214 N. Second Street, Fax: 814-765-7889  
Clearfield, PA 16830  
Agents: **Tim Ammerman** - Counties: **Cameron, Clarion,**  
**Clearfield, Elk, Jefferson, McKean & Potter**  
**Tom Veres** - Counties: **Blair, Centre, Clinton,**  
**Huntingdon & Mifflin**

**District #5 & #6 - Erie** Telephone: 814-455-2434  
1701 State Street, Fax: 814-452-3448  
Erie, PA 16501  
Agent: **Mutt Blum** - Counties: **Crawford, Erie, Forest,**  
**Venango & Warren**

**District #7 - Connellsville** Telephone: 724-628-8633  
R. R. 2, Box 435 Fax: 724-628-7302  
Dunbar, PA 15431  
Agents: **Bill Pellish** - Counties: **Fayette, Greene &**  
**Washington**  
**Fred Will** - Counties: **Bedford, Franklin,**  
**Fulton & Somerset**