

# TEAMSTERS

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HEAVY ENGINEERING  
RAILROAD CONTRACTING  
HIGHWAY CONSTRUCTION  
AND UTILITY CONSTRUCTION



## AGREEMENT

of the

CONSTRUCTORS ASSOCIATION  
OF WESTERN PENNSYLVANIA

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

2005-2007

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74 pages

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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 Unions and Council 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 Contractors and Representatives of the Unions to accept the terms of the Agreement, as being those to be enforced during the life of this Agreement, and that both Contractors and Representatives of the Unions 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 should 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 2005 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 Joint Council of Teamsters No. 40.

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 above named International Union and Council are acting only as agents in the negotiation of this Agreement and that they are agents for those Local Unions and Council affiliated therewith. In no event shall the said International Union be bound as principal or be held liable in any manner for any breach of this Agreement by any of the said affiliated Local Unions or Council for whom they are acting. It is further agreed and understood that the liabilities of the Local Unions or Council that have authorized the negotiations and executions of this Agreement shall be several and not joint.

It is mutually understood and agreed that neither the Contractors, International Union, Unions or Council 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 International Union, Unions or Council 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, Council 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. This Agreement is entered into to facilitate the adjustment or settlement of grievances and disputes between Contractors and Employees, to provide insofar as possible for the continuous employment of labor, and to bring about stable conditions in the industry, and to establish necessary procedure for the investigation of compliance with the Agreement and amicable adjustment or settlement of all disputes that may arise between the Contractors and Employees. This Agreement is intended to establish the wages, hours, fringe benefits, deductions, and contributions and conditions of employment for Employees represented by the Union and employed by the Contractor subject to this Agreement, to protect the work jurisdiction of the Union and to provide for job security, deductions, contributions, wage rates, fringe benefits and conditions for Employees, without interruptions by strikes, lockouts, or other labor/management trouble and to adopt measures of settlement of differences.



SECTION 2. This Agreement is intended to apply and cover all work within the trade jurisdiction of the Joint Council of Teamsters No. 40, as set forth herein, and their International Constitutions.

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

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

Allegheny	Centre	Forest	McKean
Armstrong	Clarion	Franklin	Mercer
Beaver	Clearfield	Fulton	Mifflin
Bedford	Clinton	Greene	Potter
Blair	Crawford	Huntingdon	Somerset
Butler	Elk	Indiana	Venango
Cambria	Erie	Jefferson	Warren
Cameron	Fayette	Lawrence	Washington
			Westmoreland

### ARTICLE III

#### 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 nonmembership in the Union. Each employee as a condition of employment thereafter, shall become and remain a member of the Union in good standing by the payment of his/her affiliation fees and dues for the term of his/her employment on or after the eighth

calendar day after their 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. Applicants can solicit their own jobs and the Contractor shall have freedom of selectivity in hiring applicants and may do so at the job site. Nevertheless, the contractor must notify the Union of all available jobs so as to enable the Union to keep the Hiring Hall registrants apprised of such opportunities for employment. Whenever the Contractor decides to obtain employees from the Union on any job he shall specify the number of employees required, the location of the job, the nature and type of work to be performed and such other information as is deemed essential to enable the Union to make proper referral of applicants.

SECTION 5. 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 IV  
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 rate of wages for the day of the classification of work performed.

SECTION 6. Workmen shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendents, 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 any of the four 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.

SECTION 7. Any Employee classified as superintendent or foreman, shall not perform the work of a workman represented by the Union, except for the purpose of instructing assigned workman.

## ARTICLE V

### 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 and skill of workmen required.

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

## Waste Material Handling, Removal and Disposal Contracts.

**SECTION 3. Heavy Construction, Railroad Contracting, Utility Construction, and Hazardous/Toxic Waste Material Handling, Removal and Disposal 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, including without limitation, (not including Building Construction) railroad and street railway construction projects, sewers, water mains, parking lots, driveways, grade separations, foundations (separate and apart from a building), pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects, sewage disposal and water treatment plants (separate and apart from a building), aqueducts, irrigation projects, flood control projects, reclamation projects, airports (separate and apart from a building), athletic fields (separate and apart from a building), reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, duct lines, utility pipe lines (to within 10 feet of building), locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, graving docks (not sheltered), harbors, seeding and mulching, excavation and disposal of earth and rock, including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.**

It is understood that on all work that is performed on Industrial Plants and Building Sites, and which is mentioned in the above paragraph, the prevailing Building Trades wage rates, whenever higher than those provided in this Agreement, shall be paid. All other conditions, including overtime provisions, shall be as provided herein for this type of work.

It is further understood that such site preparation that is performed on Industrial Plants and Building Sites shall be limited in accordance with Exhibits 1 and 2 attached hereto and made a part hereof.

On fossil or nuclear-fueled power plants, except work done from the river, shall be done under the Building Trades rates and conditions.

This work is done under this Heavy Construction Agreement regardless of which type of Contractor has the general contract.

All work on "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.

When members of the Craft signatory to the Agreement are required to perform work directly servicing members of another Craft receiving Building Trades rates, then these workmen will be paid the applicable Building Trades rates 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 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.** Hazardous/Toxic Waste Material Handling, Removal and Disposal work is defined as:

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.

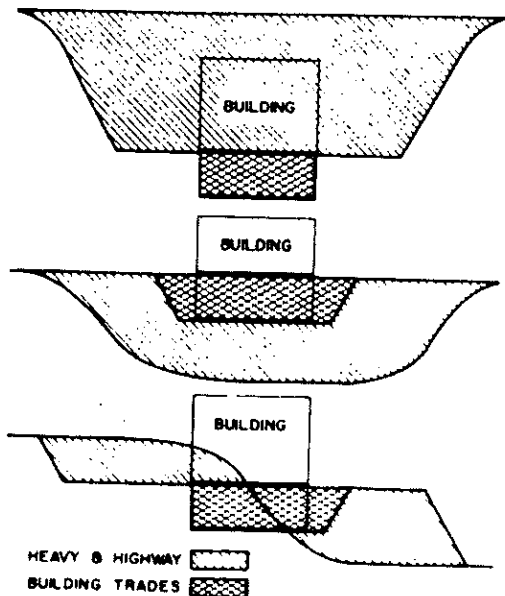
SECTION 6. This Agreement is not to apply to any operation or business in which any Contractor engages except his Heavy Construction and Railroad Contracting, Highway Construction, Utility Construction or Hazardous/Toxic Waste Material Handling, Removal and Disposal work but shall include such off-site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

SECTION 7. It is understood that in the event a Teamster Employee is dispatched with his truck to haul materials and/or equipment from the Contractor's yard or barn to a job site and remains on the job site to perform work during the day, he shall be covered under the terms and conditions of this Agreement. Should a Teamster Employee be dispatched with his truck to haul materials and/or equipment from a job site to the Contractor's yard or barn, he shall likewise be governed by the terms and conditions of this Agreement.

It is further understood that this provision does not in any manner supercede any hauling or commercial agreement entered into by a Contractor for the delivery only of equipment and/or materials to a job site.

INDUSTRIAL PLANT  
AND  
BUILDING SITE PREPARATION

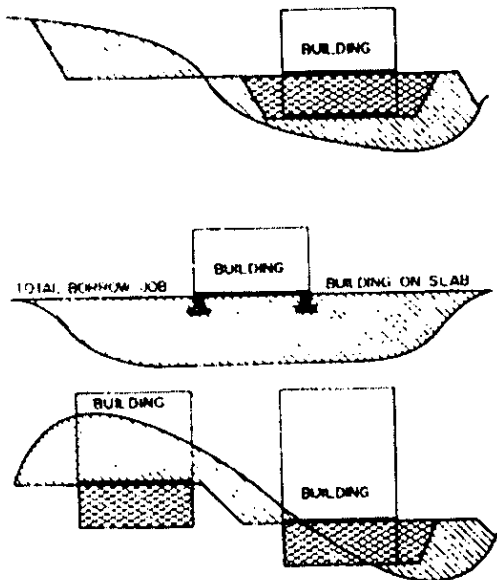
EXHIBIT ONE





INDUSTRIAL PLANT  
AND  
BUILDING SITE PREPARATION

EXHIBIT TWO



**ARTICLE VI**  
**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.

Company rules shall be placed in effect. However, should an Employee feel he has been unjustly dealt with, the dispute shall become a grievance and shall be submitted to arbitration in accordance with the Grievance Procedure outlined herein. Copies of the Company rules shall be furnished to all Teamster Employees.

**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 of 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 with ice to retain coolness of same at convenient locations and in sufficient quantity.

SECTION 8. On Heavy Construction a suitable change house shall be furnished for the use of the Craft to keep their clothes and eat their lunches. Under no circumstances will materials 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 a suitable 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 electric light furnished when necessary and power is reasonably available.

SECTION 9. The Contractor will not discriminate against any workman who refuses to work out in the elements of bad weather except in cases of civic or national emergency or where necessary to secure the operations.

SECTION 10. All "licensed" trucks that are required to be driven on public thoroughfares must be in compliance with the requirements of the State Vehicle

Code. Trucks will be equipped with heaters and defrosters in operable condition.

All "off-the-road" vehicles and "non-licensed" vehicles used on a job or project must be equipped in compliance with OSHA regulations. Where such equipment is equipped with cabs and heaters, the heaters and defrosters shall be in operating condition.

SECTION 11. 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.

SECTION 12. The Contractor agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight hours written notice is given to the Contractor by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Contractor's operation due to lack of available Employees.

SECTION 13. Employees enlisting or entering the Military or Naval Services of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

SECTION 14. The Company shall not require, request or suggest that any Employee or Applicant for employment take a polygraph or any other form of lie detector test.

## ARTICLE VII

### 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. On all work covered under this Agreement the first shift or single shift may start between the hours of

5:00 AM and 9:00 AM., Monday through Sunday inclusive. Differing starting times may be established between 5:00 AM and 9:00 AM for the first shift and each shift thereafter for individual crews provided each crew is scheduled a minimum of eight 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 providing he gives the Union forty-eight hours notification in advance. The Contractor further agrees that such starting times shall continue for no less than five working days.

It is agreed that the Contractor will notify the Steward in writing of any changes in sufficient time that the Steward can notify the Teamster Employees.

A-2. The Contractor further agrees that when due to special conditions or specifications placed by owners or governmental agencies requiring odd starting times, 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 for 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 over-time 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.

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.

F. A regular one-half hour lunch period shall be established at the midpoint of the scheduled hours of work for such shift for each crew. However, when work requires it, the Contractor may allocate a one-half hour lunch period thirty minutes prior to, or thirty minutes past the regularly established lunch period.

When employees are required to work through the said ninety minute period, they shall be paid for the one-half hour lunch period at time and one-half the regular hourly rate. In addition, they are to be permitted a short lunch period at the first available opportunity in sequence as work permits, without loss of time.

G. It is recognized by the Contractors and the Unions that on certain types of work due to owner's specifications and/or governmental restrictions, part of the work must be done on a shift basis, then such shifts will be permitted so 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.

It is agreed that the Contractor will notify the Steward in writing of any changes in sufficient time that the Steward can notify the Employees.

H. Not more than one hour shall intervene between shifts unless due to job conditions the Union and the Contractors agree to other arrangements.

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

## SECTION 2.

A. 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.

B. 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.

SECTION 3. Where a peculiar 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. 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 4. 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 VIII

### 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.

No shift on a multiple shift operation shall be terminated before the cycle for all of the shifts has been completed on a daily basis.

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

SECTION 3 On all projects where the contractor elects to work a five day work week of eight hour days the following will 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 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 due to inclement weather 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, except as described in Section 4 for 4-10 hour days, be considered as a day worked.

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.

**SECTION 4.** On those projects where the contractor elects to work a four day work week with 10 hour days the following will 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 due to inclement weather 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 10 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 only, 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 to be paid. If the makeup day is implemented on Friday the employer may pay on Friday.

The above items are agreed to in order that we avoid future problems. If problems should arise the crafts and the Constructors Association agree to meet and address any problems that may arise. The above clarification will be a part of this Agreement.

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. 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 4 hours.

**SECTION 7.** Work performed by the Employees during the lunch period shall be paid for at the prescribed overtime rate of pay for that day.

**SECTION 8.** 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 during periods of such Civic or National emergencies.

## **ARTICLE IX**

### **Holidays**

**SECTION 1.** The following days are recognized as holidays: every Sunday of the year, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, First Day of Buck Season. If said holiday falls on Sunday then Monday shall be considered a holiday.

**SECTION 2.** No work shall be done on Labor Day except in Civic or National emergencies.

## **ARTICLE X**

### **Reporting Pay**

**SECTION 1.** 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. It is understood that when a Teamster is notified not to report for work, the Contractor shall not require him to "stand by" or be available for work during the same day.

It shall be the responsibility of the Employee to keep the Contractor informed of a telephone number where he can be reached for such work information.

**SECTION 2.** In the case of work performed on a second or third shift where work must be halted at

midpoint (four hours) of the shift, the Employee shall be paid pro-rata for the portion of shift worked. This will result in his being paid four and one-quarter hours on a second shift and four and one-half hours on a third shift. This shall not apply if the Employee works less than four hours when the work is halted.

SECTION 3. 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 the case of inclement weather, the provisions of the above Section 1 of this Article X shall apply. This section does not apply when Saturday is being utilized as a makeup day.

SECTION 4. 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.

#### ARTICLE XI Pay Period

SECTION 1. All wages must be paid weekly to the workmen and bank arrangements must be made for cashing checks or electronically pay should the employee elect this option. 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.

#### **Letter of Understanding #5**

***Relative to Article XI, Section 1, it is understood and agreed to by both parties signatory to this Letter of Understanding that in the event a grievance is filed as a result of a dispute in the amount of pay owed to an employee and the Contractor is found to be in violation for the disputed amount, the amount in dispute will be paid to the grievant, however, no penalties will be applied in addition to the disputed amount.***

**SECTION 2.** In the event an employee is laid off or discharged, the contractor shall have the option of electronically paying or mailing the check within 2 business days (Monday through Friday) of the layoff or discharge, without incurring a penalty. The envelope of the paycheck must be postmarked within 2 business days from the discharge or layoff. If the check is not electronically paid or postmarked within 2 business days of the layoff or discharge, the employee shall be paid straight time, for eight (8) hours per business day for all time incurred beyond the 2 business days period until the employer has either mailed, electronically or postal, or directly paid the employee.

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, or electronically pay should the employee elect this option, 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.

**SECTION 3.** If a workman quits of 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 itemized deductions, Contractor contributions and the number which appears on the check or the date.

**SECTION 5.** It is understood that an Employee shall not be entitled to any Reporting Pay for picking up his pay check on a regular pay day when work is not scheduled and he had been called off.

## ARTICLE XII

### Seniority

**SECTION 1.** Seniority is defined as an Employee's most recent period of unbroken continuous service. The seniority date for the purpose of this Agreement shall be

the first date of employment of such unbroken continuous service.

**SECTION 2.** New Employees shall be regarded as temporary Employees until they complete their probationary period. Eight working days will constitute the probationary period. After eight days of employment as above defined the names of such Employees shall be placed on the seniority list with a service credit of eight days. There shall be no responsibility for the re-employment of temporary Employees if they are laid off or discharged prior to obtaining seniority rights.

**SECTION 3.** In the reduction of the work force due to slackness of work, the last Employee hired shall be the first Employee laid off, providing the remaining Employees are qualified to perform the available work. In rehiring, the last Employee laid off shall be the first Employee rehired, providing that he is qualified to perform the available work.

An Employee who has been laid off shall be given at least forty-eight hours to report to the job when he is called back to work, without loss of benefits or rights. In the event the Employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Contractor and a new Employee may be hired.

It shall be the responsibility of the Employee to keep the Contractor informed of a telephone number or address where he can be reached for such work information.

The Union shall furnish temporary drivers, if requested to do so, until the laid-off Employee shall report to work.

**SECTION 4.** On each working day drivers will be dispatched in accordance with their seniority and to their qualifications (excluding makeup day).

**SECTION 5.** When overtime is scheduled for a period of five days or more or for a Saturday, Sunday or Holiday on Type 1 "Barn" seniority or the Barn portion of Type 3 seniority, such work shall be offered to the senior man qualified to perform the work providing the work and the equipment is compatible. On Type 2 and the Project

portion of Type III seniority, overtime shall be offered to the senior qualified employee on a daily basis (excluding makeup day).

Time and one-half the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a job arising out of inclement weather, forty hours have not been worked in the week (exclusive of overtime) prior to Saturday, time worked on the makeup day shall be on a straight time basis up to and including the 40th hour. Teamsters of lesser seniority who have not accumulated 40 hours due to inclement weather conditions may be called out ahead of higher seniority drivers who have accumulated 40 hours or more during the normal work week.

**Letter of Understanding #4**

***The second paragraph of Article XII, Section 5 stipulates that when a makeup day is being worked by the Contractor as a result of inclement weather conditions, the Contractor may call out Teamsters of lesser seniority who have not accumulated 40 hours of work. It is agreed to and understood by both parties signatory to this Letter of Understanding that the Contractor working the makeup day as a result of inclement weather may select from his work force any Teamster, regardless of seniority listing, to work on the makeup day so long as he has not accumulated 40 hours of work during that week.***

SECTION 6. Drivers in accordance with their qualifications and seniority shall be offered the highest rate classification of work but cannot choose their equipment or work assignments.

### Letter of Understanding #3

*It is the intent of the signatory parties of this Letter of Understanding as representatives of the Joint Council of Teamsters Local No. 40 and the Constructors Association of Western Pennsylvania to hereby recognize the importance of Article XII, Section 6 of this Agreement. It is the intent of the parties signatory hereto to provide in writing an agreed interpretation of the relevant importance of that Section. It is understood that a member of the respective Teamster Locals must be qualified to perform his work in order to have continued employment in an effort to maintain his proper role on the Seniority Listing. It is equally important that an employer have the availability of qualified Teamsters to perform appropriate driver operations on his project in efforts to provide an adequate return of his investment and intent to show a profit on the project. While seniority placement within a list is established by length of service for the employer, the definition of qualification has yet to be established. It is understood that qualification to perform as stipulated in Article XII, Section 4 and Section 6, a driver must establish but not be limited to having the ability to drive his assigned vehicle in an efficient manner, must be able to do so in a productive manner as stipulated in Article VI, Section 4 and conform to appropriate Governmental Safety Regulations, prudent driver responsibilities, applicable Safety Rules as provided in Article VI, Section 2, provide proper maintenance of the vehicle he is driving in accordance with Company rules, establish reliability in his work habits, and maintain compliance with routine work rules.*



**SECTION 7.** Where shifts are involved, the initial choice of shifts shall be on the basis of seniority, provided the senior Employee is qualified.

**SECTION 8.** Employees shall be afforded an opportunity to qualify in operating any type of equipment requiring special talents and coming under the jurisdiction of the Teamsters in accordance with their seniority. However, the Contractor shall make the determination as to whether the Employee is properly qualified to operate the equipment.

**SECTION 9.** Seniority shall be broken or lost by the occurrence of any of the following events:

- a. Voluntary quit.
- b. Discharge for just cause.
- c. Unauthorized leave of absence.
- d. Unauthorized failure to report for work when scheduled for work.
- e. Working while under the influence of alcohol or drugs taken unless prescribed by a physician.
- f. Failure to follow the instructions of company supervisor.
- g. Performance of any act of dishonesty.
- h. Being negligent in the performance of assigned duties.

Seniority will be maintained for nine months from date of lay-off.

The Union shall be notified immediately of any of the above incidents.

**SECTION 10.** Seniority is further defined and determined on the following basis as selected by the contractor. Contractor members shall select one type of seniority upon signing this Agreement but may elect to change their type of seniority annually during the month of January of each year the Agreement is in force.

Employees shall be listed on a Seniority Roster at each Contractor's "barn" or project and shall be revised every six months. A copy of the seniority list shall be furnished to the Local Union having jurisdiction in the area.

TYPE 1. When a Company is domiciled within the jurisdiction of a Local Union, it may elect to operate such employees from a central garage or barn to various jobs. In such cases, all Teamster employees shall be listed on one seniority list.

TYPE 2. A Company may elect to operate on a "job" or "project" basis, in which instance Teamsters are employed for one particular job or project. Separate seniority rosters are maintained for each individual job or project. It is recognized that an Employee may not hold or accumulate seniority at more than one location.

TYPE 3. A Company may elect to operate on a combination of "job" and "company" seniority, where a Company has Employees assigned from a central garage or "barn" to service several jobs or projects but who do not regularly work on those particular jobs or projects (such as low-boy operator, fuel truck, etc.). In addition, the Company may have Employees regularly working on individual jobs or projects. In this case, the Company shall maintain a separate seniority list for the "barn" Employees and a separate seniority list for each job or project.

It is recognized that an Employee may not hold or accumulate seniority at more than one location.

#### **Letter of Understanding #6**

***In an effort to clarify Article XII-Seniority-Section 10 of the Agreement, it is understood and agreed that in those circumstances where a Company elects to change types of seniority then those Teamster employees who currently have seniority on the Type I list or on the Company seniority portion of Type III seniority will maintain their seniority in accordance with the terms and conditions of the Agreement. Such employees will be retained on a Company seniority list and will be dispatched to projects for employment on a project seniority basis, except that at the conclusion of the project these employees will retain their***

***position on the Company seniority list. Such employees dispatched to a project from the Company seniority list will remain on the project for the duration of that project unless specifically reassigned by the Company. All additional Teamsters employed, not already on the Company seniority list, will work on a project seniority basis and will not be added to the Company seniority list, unless the Company so specifies.***

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SECTION 11. It is agreed that 'Shop Conditions', excluding wages, may be discussed and settled individually with the Company, the Employee, and the Union Representative. Such conditions, when agreed upon, are to be reduced to writing and copies furnished to the Company, Local Union, and the Constructor's Association.

SECTION 12. It is further recognized that should a Contractor secure work within the jurisdiction of another Local Union, the provisions of Article XXI, Section 6, (40%) shall apply, and seniority on such projects shall be governed by Type 2 of Section 10 above.

SECTION 13. It is further recognized that nothing in this Section precludes the right of the Contractor to transfer Employees temporarily from job to job when additional help may be needed on other projects, in which case the Employee will retain and continue to accumulate seniority on the job from which he was transferred, but will not be placed on the seniority roster on the job or project to which he had been temporarily transferred. A temporary transfer is defined as a 90 continuous day period.

### ARTICLE XIII

#### Heavy Duty Haulers and Helpers

SECTION 1. A Teamster helper will be required on heavy duty trailers when the special hauling permit

requires one, or the load is over eleven feet, six inches (11'6") in width or over thirteen feet, six inches (13'6") in height, or the overall length is over seventy feet.

Should an escort vehicle be required, the driver of the escort vehicle shall also be considered the helper. The helper shall be a Teamster.

SECTION 2. When assistance is not available for safety reasons, a Helper will be provided when the load is being loaded or unloaded at night. If any Craft or Trade is called out for such assistance he shall be a Teamster.

SECTION 3. When trailers, other than drop-deck lowboys or folding goose-neck lowboys, are used and assistance is not available, a Teamster helper will be provided when the load is being loaded or unloaded at the job site.

SECTION 4. It shall be the driver's responsibility to see that the load is properly loaded and tied down for transport.

SECTION 5. The driver shall have the right to refuse to transport any loads when they are illegal and do not meet the requirements of a Special Hauling Permit (such as moving dozers with blades attached, exceeding specified width, no hauling permit when one is required, etc.) or when a helper is required in accordance with this Agreement. A driver refusing to transport a load under the above conditions shall not have his employment adversely affected.

SECTION 6. When moving equipment to or from a job or project and the drivers and helpers are required to be away from home overnight, the Contractor shall pay for the cost of his room and meals and the Employee shall present receipts verifying same.

SECTION 7. A helper will not be required to drive another vehicle when the load that is being transported on a heavy-duty trailer requires a helper.

SECTION 8. A helper shall also be considered as a flagman when the load is being transported over public streets and highways.

SECTION 9. Helpers shall be paid the same rate as the driver.

**ARTICLE XIV**  
**Special Conditions**

SECTION 1. Pickups and other vehicles coming under the jurisdiction of the Teamsters will be driven only by a Teamster. However, foremen may drive a pickup truck for transportation, hauling of tools and minor equipment, or miscellaneous fuel and water, and materials. No other Craft will be permitted to drive any vehicle coming under the jurisdiction of the Teamsters.

Violations of the manning provisions of this Agreement will result in the Contractor being required to pay to an employee of the Company who is on layoff status or if no employee is on layoff status, payment will be made to the Teamsters' Industry Welfare Fund an amount based upon the total amount of time of the violations in accordance with the following: Each hourly increment of two hours or less will be assessed a penalty of two hours of pay at the straight time rate when the vehicle is manned by a Company Foreman.

If a Contractor employee representing another trade violates this manning provision, the penalty for each hourly increment of four hours or less will be assessed a penalty of four hours of pay at the straight time rate. A violation of eight hours or less, but more than four hours will be assessed eight hours of pay at the straight time rate.

Pickups are defined as: "A one ton (or less) vehicle with a fixed bed."

**Letter of Understanding #1**

***In an effort to re-emphasize the Statement of Policy on Page 5 of this Agreement, as previously established through the Labor/Management negotiation, this Letter of Understanding is acknowledged and***

**recognized by the signatory parties, of the meaning and intent of revised Article XIV, Section 1, entitled Special Conditions.**

**The parties signatory hereto, fully understand and agree that continuous hauling of bulk load materials with pickup trucks will be the jurisdiction of the Teamster.**

**It is further understood and agreed to that if a Company Foreman determines that it is efficient and economical to use union personnel to cover pickup vehicles hauling products normally assigned to the Foreman, then the assignment will be made to the Teamster.**

#### **Letter of Understanding #2**

**As a further clarification for the payment of penalties assessed as a result of a violation for the manning of vehicles under Article XIV, Section 1, a violation of two hours or less will result in a penalty payment of two hours of pay at the straight time rate; a violation of four hours or less but more than two hours will result in a penalty payment of four hours of pay at the straight time rate; violation of six hours or less but more than four hours will result in a penalty payment of six hours of pay at the straight time rate; violation of eight hours or less but more than six hours will result in a penalty payment of eight hours of pay at the straight time rate when the vehicle is manned by a Company Foreman.**

**If a Contractor's employee, other than a working foreman, representing another trade violates this Section, a violation for four hours or less will result in a penalty payment of four hours of pay at the straight time rate. A violation of eight hours or less, but more than**

**four hours will result in a penalty payment of eight hours of pay at the straight time rate.**

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**Letter of Understanding #7**

**In an attempt to clarify Article XIV Section 1 with reference to any potential confusion in interpretation as it applies to the towing rate premium provided for in Article XXIII, it is herein agreed that the inclusion of the towing rate premium in Article XXIII does not imply any prohibition of a foreman towing to or from Company yard to job-site or job-site to Company yard.**

**Sporadic towing on the job-sites not employing Teamsters' will not be considered a violation of Article XIV Section 1.**

**On job-sites employing Teamsters an effort to utilize Teamsters for sporadic towing will be made. Towing done on a continuous basis will be done by a Teamster.**

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**SECTION 2. There shall be no restrictions on the number of changes that are required of an Employee during any given day. However, no Employee shall be assigned to work on more than one piece of equipment at any given time.**

**SECTION 3. If a Teamster is transferred at any time during a shift from one vehicle to another that calls for a higher rate of pay, he shall receive the highest rate for the entire shift.**

**SECTION 4. Where new vehicles are introduced on the job which could come under the jurisdiction of the Teamsters, a meeting of the interested parties will be held to discuss manning. If assigned to the Teamsters, wage rates applicable to this work reasonably consistent with rates in this Agreement will be negotiated.**

**SECTION 5. Whenever Employees are directed to operate overloaded equipment and are penalized because**

of such overloading, the Contractor shall bear all cost in connection with such overload penalty and shall pay for all damages assessed against the Employee for delay and/or lost earning opportunity that he might suffer.

A driver shall have the right to refuse to drive an overloaded vehicle which has been weighed and is overloaded.

SECTION 6. All escort vehicles, when required by a special hauling permit, will be manned by Teamsters.

## ARTICLE XV

### Definition of Warehouse

A warehouse on a Heavy, Highway or Utility Construction project, requiring the services of a warehouseman within the jurisdiction of the Teamsters, is defined as follows:

1. It shall be a stationary building or trailers or a defined area on which materials to be incorporated in the job are stored.

2. Further, such materials that are stored in these buildings or areas must be subject to some form of a stock control system, such as a record of material received and disbursed.

3. An area that is used only for the storing of such material for protection against vandalism or for safety, is not to be construed as a warehouse.

4. Also, a warehouseman shall not be required for the mere signing or collecting of dray tickets such as deliveries at a batch plant.

## ARTICLE XVI

### Steward

SECTION 1. The powers and duties of the Union Stewards shall be limited to those which are 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 four members of the Craft, the Union may refer the fifth 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 job or 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 or for less than the overtime rate.

C. Report to the Contractor's designated representative any work belonging to the Teamsters 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.

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

G. The Job Steward shall not stop the Contractor's work for any reason; 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 XVII

### 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 stoppage of any work of any sort and all grievances and complaints 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 all required 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 XIX Jurisdictional Disputes. However, Contractors shall be afforded forty-eight hours after receipt of written notice in which to correct such alleged violations.

## ARTICLE XVIII

### Arbitration

SECTION 1. This is an Arbitration Agreement and all differences except as noted in Article XVII must be arbitrated and the decision of the Arbitrators shall be final and binding on the parties hereto, and there shall be no stoppage of the work during such arbitration.

SECTION 2. 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 regular members of the Union.

SECTION 3. In the event of differences arising under this Agreement, which cannot be settled between the workman and his immediate supervisor, an earnest effort will be made to settle such differences immediately, in the following manner:

FIRST: A grievance must be filed in writing within five working days of the event upon which it is based. Grievances which are not timely filed are void and of no effect. The job superintendent and the Union Steward shall discuss the grievance and attempt to resolve the dispute within twelve hours from the time said grievance is brought to their attention; if no agreement or understanding is reached in settling the grievance within twenty-four hours it shall proceed to the Second Step which shall be:

SECOND: The Business Manager or his designated representative and the Employer or his designated

representative shall confer and render a decision within twenty-four hours of Steps 1 and 2. All time periods listed in the second through the fifth steps may be adjusted by mutual consent of both parties. If no agreement or understanding is reached it shall proceed to the Third Step which shall be:

**THIRD:** The grievance shall be submitted to a representative of the Association and a representative of the Union by the Union and/or Contractor within twenty-four hours and a decision shall be rendered within two days after receiving the grievance. Should the dispute not be satisfactorily resolved it shall proceed to the Fourth Step which shall be:

**FOURTH:** The grievance shall be submitted in writing or a mutually acceptable procedure to the Joint Arbitration Board (which is created in accordance with Section 2) within three days of the decision under Step Three above. Should the decision(s) of the Board be deadlocked, the matter shall be referred to the American Arbitration Association as per Step Five.

**FIFTH:** 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 Association and the Unions. The decision of the Arbiter shall be submitted in writing as herein provided and shall be final and binding.

**SECTION 4.** It is understood that the days specified in the above procedures do not include Saturdays, Sundays or Holidays.

**SECTION 5.** It is understood that a grievant need not appear at any of the steps of the arbitration grievance proceedings and may be represented instead by his Union representative.

**ARTICLE XIX**  
**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 XX**  
**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 this Agreement except as provided in Article XXIV Hazardous/Toxic Waste Material Handling, Removal and Disposal.

**SECTION 2.** A sub-contractor 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 sub-contractor 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 he shall not sublet the delivery of any material to any sub-contractor whose Employees are not paid in an equal amount to the wages and fringe benefits being paid to Employees performing the same kind of work under this Agreement. Copies of this Agreement shall be given to such sub-contractors so they will be informed of the wages and fringe benefits being paid under this Agreement. This shall not apply to the delivery of materials purchased f.o.b. job site.

Should the Union request proof of such "F.O.B. Job Site Purchase Order," the Contractor agrees to furnish same.

**SECTION 4.** The Contractor agrees that he will keep the number of trucking sub-contractors to a minimum and further agrees that he will use his own equipment whenever suitable in lieu of hiring single owner-operators.

The Contractor retains the right to sub-contract portions of his job or project but shall not do so to the detriment of currently employed drivers on that job or project.

**SECTION 5.** The Contractor agrees to notify the Union as to the name of any sub-contractor prior to the time the sub-contractor commences work on the job or project. Sub-contractors shall be bound by the provision of Article XXI (Pre-Job Notification).

## ARTICLE XXI

### 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 in lieu

of a New Work Notice 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.

SECTION 2. Pre-job conferences will be held at the Association Office, providing the project to be discussed is within sixty miles of the Court House in Pittsburgh, PA. On projects outside the above stated limit, the pre-job conference will be held at the project site or at a mutually acceptable site.

SECTION 3. 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.

SECTION 4. The provisions of this Article shall not apply to emergency, maintenance or repair work where the Contractor is ordered to proceed immediately and sufficient time is not available to comply with the seven day notice.

SECTION 5. Contractors securing work in any area outside their home base shall designate at the pre-job conference the approximate number of Teamster vehicles to be used on the project. The Contractor will not be permitted to bring in more than the initial forty percent of the men agreed upon to be used to operate such equipment.

The above forty percent limitation shall not apply to Asphalt or Concrete Paving Contractors.

It is mutually agreed that recognition shall be given to those men regularly in the employ of the Contractor and transfer of such Employees will be discussed at a pre-job conference.

SECTION 6. Contractors who are home based in areas outside of the geographical limits of this Contract,

will be permitted to bring in their trucks and other vehicles under the jurisdiction of Teamsters without interference, but all vehicles coming under the jurisdiction of Teamsters being taken off job sites to the Contractor's designated destination will be taken by Teamsters employed at the job site.

Vehicles under the jurisdiction of the Teamsters, being transported from the Contractor's designated area will be driven by Teamsters.

## ARTICLE XXII

### Safety

The Contractor shall abide by all local, federal and state safety codes. If at any time, violations of these codes are observed which would have serious effect on life or limb, the following procedure shall apply:

SECTION 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 project or another piece of unassigned and/or unmanned equipment.

SECTION 2. The Union and the Company's designated representative will confer on the unsafe conditions and try to work out a safe procedure.

SECTION 3. Should they fail and deadlock, they will call in the appropriate state or federal safety representative whose decision shall be decisive.

SECTION 4. Those Employees, if not provided work during the period of unsafe condition, will be made whole as though worked, if the federal or state representative judges the unsafe condition exists.

SECTION 5. If the state or federal representative judges the condition is safe, all time spent waiting by the Employee will be considered not worked.

SECTION 6. The Union shall not use safety as a reason to call a work stoppage, slowdown or disruption of work. Should this occur, the Contractor shall have recourse to arbitration.



**SECTION 7.** 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.

An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

**SECTION 8.** The Contractor agrees to cooperate toward the prompt settlement of Employee on the job injury claims when such claims are due and owing as required by law.

**SECTION 9.** All Safety equipment, including hard hats, winter liners, and other safety equipment, as needed, shall be supplied by the Contractor at no cost to the Employee.

**SECTION 10.** For the purpose of this Article, the Union or the Council (as the case may be), shall not be held liable for any work stoppage or for irresponsible acts of an Employee, unless the work stoppage is condoned or approved by the Union or Council. The Union or the Council shall be given twenty-four hours to return the Employees to work, before the Contractor takes recourse that may be available to him.

**SECTION 11.** In accordance with the requirements of the Occupational Safety and Health Act of 1970 it shall be the exclusive responsibility of the employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

**SECTION 12.** 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.

SECTION 13. To assist in the development and maintenance of a safe, highly skilled and knowledgeable workforce, each project site employee must successfully complete a course in first aid or first aid/cardiopulmonary resuscitation and maintain a valid certification card. Employees will be allowed a three year period from the signing of this agreement to complete this training.

### ARTICLE XXIII

#### 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 properly 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. Unannounced project site testing may be performed provided all employees on the project are tested, unless the employer exempts them because he determines they have been tested recently and possess a valid drug free identification card;

C. 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;

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

E. 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;

F. 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 a Substance Abuse and Mental Health Services Administration or similarly accredited laboratory, 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.

7. Addendum - Joint Labor-Management Drug / Alcohol Abuse Program

- When a Constructors Association member conducts drug testing in accordance with the Agreement, the Third Party Administrator will issue the employee(s) who test negative a card as evidence therein. The cost of drug/alcohol testing will be the responsibility of the contractor.

The Third Party Administrator will establish and maintain a website identifying those tested under the guidelines of this program, with a complete list of those employees, by social security number, who have been drug tested with negative results and the dates tested. The Unions agree to fund the cost of the cards and the website up to a maximum of \$0.015 per man hour.

Contractor Members of the Constructors Association may call or access the website when prospective employees are considered for employment to determine if the employee has been drug tested with negative results in the previous twelve months.

In the event an individual has been tested by another Association member during the past twelve months, and the test results are negative, the Company (the prospective employer) may elect to exempt the individual from present drug tests. Drug testing may include the use of test cups or strips, providing the specimen from positive test results is sent to a Substance Abuse and Mental Health Services Administration (SAMSHA) or similarly accredited laboratory for verification in the event an employee appeals the results of the initial test.

Drug results shall be confidential and only provided on a need to know basis.

#### ARTICLE XXIV

##### 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 XXVI. 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 XXVI. 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 XXVI. 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 XXVI.

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 employees 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 XXV

##### Heavy and Highway Training Program

A Training Program has been established for the purpose of training new entrants into the Teamster jurisdiction of work as well as upgrading of existing Journeyman of Local Unions within Teamsters Joint Council No. 40 for the Heavy, Railroad Contracting, Highway, Utility Construction, and Hazardous/Toxic Waste Material Handling, Removal and Disposal work within Western Pennsylvania.

An Agreement and Declaration of Trust and provisions for the joint operation of such program have been agreed upon and shall be incorporated and made a part hereof by reference.

#### ARTICLE XXVI

##### Classifications - Wages - Zones

##### ZONE I

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

##### ZONE II

Bedford	Elk	Huntingdon
Cameron	Forest	Mifflin
Clarion	Franklin	Potter
Clinton	Fulton	

## CLASSIFICATIONS

Trucks such as fuel, dump, flatbottom, pick-up and similar equipment, (also parts man and warehouseman) scissors, and combination fuel and grease.

Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight feet width (such as Euclids, Athey Wagon, Payloader, Tournawagons, and similar equipment when not selfloaded Rated under forty-five tons. Heavy off-the-road equipment (rated at forty-five tons or over). Bottom or Belly-dump trucks.

Heavy Duty Trailer, such as Low-Boy, Hi-Boy, Dump Trailer, Pole Trailer, A-Frames (when used for transporting materials), Dumpsters, Ross Carriers, Form Trucks, Dual-purpose Trucks (when load has been loaded or unloaded with truck winch, loading, hauling and unloading), Mechanical Tailgate Trucks, Bucket Self-loading Trucks, Farm Tractors (when pulling and hauling), Fork Lift Trucks (in storage areas and warehouses), Tar and Asphalt Distributing Trucks, Tar and Asphalt Trailer Trucks, Mobile Mixers, Slurry Seal Truck.

Ready-Mixed Concrete Trucks (such as agitators, barrel, redimix concrete trucks, etc.)

Liquid Tank Trucks - Straight and Semi (including water, sprinkler, oil trucks, etc.)

Trucks with Dolly or Trailer

### Single Axle

(2 axles including steering axle)

Include partsman and warehouseman

### Tandem - Tri-axle - Semi-Tractor Trailer (Combination)

(3 axles or more including steering axle)

### Specialty Vehicles

Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight feet width (such as Euclids, Athey Wagon, Payloader, Tournawagons, and similar equipment when not self-loaded). Tar and asphalt distributor trucks, Heavy Duty Trailer, such as Low-Boy, Hi-Boy.

When a truck is used for towing compressors, tar kettles, attachments to Ready-Mixed Concrete Trucks, etc., an additional ten cents per hour will be paid to the regular rate for the vehicle.

\*Rigid frame end dumps rated 85 Ton and over will receive an additional fifty cents per hour over the Specialty Vehicle wage rate.

When employed underground on new tunnel projects, drivers shall be reimbursed at twenty-five cents per hour additional to their regular classification.

Combination fuel and grease trucks, over 33,000 lbs. gross load category, require the services of two men, the second man shall be a Teamster.

Form trucks will be manned by a Teamster.

TEAMSTERS CLASSIFICATIONS AND WAGE RATES

**2005**

	<u>Wage</u>	<u>Welfare 25%</u>	<u>Pension 16%</u>	<u>Training Fund</u>	<u>Total</u>
<u>Single Axle</u>					
Zone I	21.62	5.41	3.46	.05	30.54
Zone II	21.43	5.36	3.43	.05	30.27
<u>Tandem - Tri-Axle - Semi-Tractor Trailer (Combination)</u>					
Zone I	21.77	5.44	3.48	.05	30.74
Zone II	21.62	5.41	3.46	.05	30.54
<u>Specialty Vehicles</u>					
Zone I	22.31	5.58	3.57	.05	31.51
Zone II	22.15	5.54	3.54	.05	31.28

Effective February 1, 2005, in addition to the above wages, the contractor shall contribute: Industry Advancement Program . . . . . 0.5% of Gross Wages

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

Welfare and Pension contributions shall be paid on the same basis as the gross wage whether it be at straight time or overtime rate.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates**

See Article XXIV. 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.

**TEAMSTERS CLASSIFICATIONS AND WAGE RATES**

**2006**

	<u>Wage</u>	<u>Welfare 26%</u>	<u>Pension 16%</u>	<u>Training Fund</u>	<u>Total</u>
<u>Single Axle</u>					
Zone I	22.17	5.76	3.55	.05	31.53
Zone II	21.98	5.71	3.52	.05	31.26
<u>Tandem - Tri-Axle - Semi-Tractor Trailer (Combination)</u>					
Zone I	22.32	5.80	3.57	.05	31.74
Zone II	22.17	5.76	3.55	.05	31.53
<u>Specialty Vehicles</u>					
Zone I	22.86	5.94	3.66	.05	32.51
Zone II	22.70	5.90	3.63	.05	32.28

Effective January 1, 2006, in addition to the above wages, the contractor shall contribute: Industry Advancement Program . . . . . 0.5% of Gross Wages

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

Welfare and Pension contributions shall be paid on the same basis as the gross wage whether it be at straight time or overtime rate.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates**

See Article XXIV. 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.

**TEAMSTERS CLASSIFICATIONS AND WAGE RATES**

**2007**

	<u>Wage</u>	<u>Welfare 27%</u>	<u>Pension 16%</u>	<u>Training Fund</u>	<u>Total</u>
<u>Single Axle</u>					
Zone I	22.71	6.13	3.63	.05	32.52
Zone II	22.52	6.08	3.60	.05	32.25
<u>Tandem - Tri-Axle - Semi-Tractor Trailer (Combination)</u>					
Zone I	22.86	6.17	3.66	.05	32.74
Zone II	22.71	6.13	3.63	.05	32.52
<u>Specialty Vehicles</u>					
Zone I	23.40	6.32	3.74	.05	33.51
Zone II	23.24	6.27	3.72	.05	33.28

Effective January 1, 2007, in addition to the above wages, the contractor shall contribute: Industry Advancement Program . . . . . 0.5% of Gross Wages

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

Welfare and Pension contributions shall be paid on the same basis as the gross wage whether it be at straight time or overtime rate.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates**

See Article XXIV. 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.

## ARTICLE XXVII

### Teamsters' Welfare Fund

Contributions by the Contractor will be paid to the Teamsters' Industry Welfare Fund under the terms, conditions and obligations set forth in the Trust Agreement for that Fund, copy of which is incorporated by reference and made a part hereof.

All monies contributed shall be shown on the pay slip or check.

## ARTICLE XXVIII

### Teamsters' Pension Fund

Contributions by the Contractor will be paid to the Teamsters' Construction Industry and Miscellaneous Pension Fund under the terms, conditions and obligations set forth in the Trust Agreement for that Fund, copy of which is incorporated by reference and made a part hereof.

All monies contributed shall be shown on the pay slip or check.

## ARTICLE XXIX

### Teamsters' Training Fund

Contributions of five cents per hour worked will be paid to the Teamsters Joint Training Program under the terms, conditions, and obligations set forth in the Trust Agreement for that Fund, a copy of which is incorporated by reference and made a part hereof.

All monies contributed shall be shown on the pay slip or check.

## ARTICLE XXX

### Transfer of Funds

If, at any time during the term of this Agreement, the Union should desire to transfer the Employees it represents from the Teamsters' Industry Welfare Fund, to any fund designated by the Local Union it shall serve written notice by Registered Mail. If, at any time during the term of this Agreement, the Union should desire to transfer the Employees it represents from the Teamsters' Construction Industry and Miscellaneous Pension Fund, to



any Fund designated by the Local Union, it shall serve written notice by Registered Mail.

**ARTICLE XXXI**  
**Payroll Deductions**

The check-off will be afforded the Union in accordance with the provisions of the Labor-Management Relations Act of 1947.

The Contractor, after he has received the Employee's signed withholding authorization shall withhold Twenty Dollars for each day worked from the Employee's weekly earnings which shall be applied toward the Employee's Union affiliation fee until this fee is fully paid.

Monthly dues shall be deducted, after the withholding authorization is received, from the earnings in the first pay period for the month.

The monthly dues, together with the affiliation fee payments, shall be remitted promptly to the Secretary-Treasurer of the Local Union.

It is agreed that upon receipt of signed authorization cards the contractor shall deduct not more than three cents per hour from employee wages for distribution into the Apprenticeship Fund or the Political Action Committee Fund in accordance with the designation made by the employee.

It is agreed that upon receipt of a signed authorization card the Contractor shall deduct not more than ten cents per hour from employee wages for distribution into the Social/Defense Fund in accordance with the designation made by the employee.

If the employee does not sign an authorization card authorizing the ten cents per hour deduction from his pay, to be used elsewhere, said money shall be paid into the Teamsters Training Program for the use of training.

Teamsters Joint Council No. 40 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, demands, suits or other forms of liability that should 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.

#### ARTICLE XXXII

##### Industry Program

One-half of one percent of gross wages shall be contributed to the Western Pennsylvania Heavy and Highway Construction Industry Advancement Program.

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

#### ARTICLE XXXIII

##### Consolidated Report Forms and Remittances to the Funds

The Pension, Welfare, Training, and Industry Advancement Funds, contributed by the Contractor, shall be payable to the Funds as the wages become due and remitted in the manner set forth under the provisions of the Consolidated Contribution Report.

The Contractor shall prepare the Consolidated Report of the contributions to the respective Funds, including names, gross wages, and the amounts being remitted for each Employee, and shall pay the total of the combined rates times the gross wages, as specified in this Agreement, for Pension, Welfare, Training and Industry Advancement in a single check made payable to Pittsburgh National Bank Teamsters' Contribution Account and submitted no later than the last day of the month following the month for which the report and contributions have been made. The monies shall be distributed to each of the Funds accordingly.

Reports, together with the remittance check, shall be forwarded to Teamsters' Contribution Account, Post Office Box 340195P, Pittsburgh, Pennsylvania 15264.

Report forms shall be provided by the Administrative Office of the Funds and shall be prepared in accordance with the instructions contained thereon.

In the event a Contractor ceases work in the area, he shall prepare a report for the last month in which Employees worked, and mark this report "Final Report."

#### ARTICLE XXXIV

##### Funds Audits

Audits of the Contractor's payroll records, including copies of Federal and State Payroll Tax Returns, may be made by the Administrator of any jointly trustee fund or the Employee of that office upon instruction and authority granted by the Trustees of the Fund as provided for by this Agreement. Five days notice shall be given the Contractor before the audit.

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 the 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 XXXV

##### Penalty

If a Contractor shall fail to remit the deductions and contributions to the respective Funds (Welfare, Pension, Training and Industry Advancement) when the same shall be due and payable, he shall pay, as an additional amount to cover added bookkeeping costs and other incidental expenses, the sum of Twenty-Five Dollars or Ten Percent of the payment, whichever is greater, plus interest on the amount of deductions and/or contributions due at the rate of one and one-half percent per month until paid.

Should any Contractor remain delinquent in remitting said deductions and/or contributions for a period of thirty calendar days or more, the Trustees of the respective Funds shall have the power, in their own discretion, to require any such delinquent Employer to post security for the payment of such delinquencies in the form of cash or a corporate surety bond in twice the amount of the delinquency.

ARTICLE XXXVI  
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.

ARTICLE XXXVII  
Availability of Agreement to Any Contractor

Any Contractor not a member of the Constructors Association of Western Pennsylvania who is not in signed agreement with the Union 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 XXXVIII  
More Favorable Agreement

In the event any contract or agreement is executed on or after the date of this Agreement between the Union signatory hereto and any Contractor performing construction work in the thirty-three Western Pennsylvania Counties as defined in this Agreement, and said contract or agreement is more favorable to the Contractor in its provisions than any of the provisions of this Agreement, then the Association or any Contractor who is signatory hereto may have identical provisions inserted in this Agreement upon request and said provisions shall immediately become in full force and effect.

ARTICLE XXXIX  
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 agree 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. Favorable Legislation.

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. Conflicting Contracts

There shall be no oral or written Agreements between any Contractor, any signatory Association, or any Contractor and an Employee which conflicts, or is inconsistent with this Agreement.

ARTICLE XL  
Tenure of Agreement

SECTION 1. This Agreement shall become effective as soon as it is signed by the proper representatives of the Union and the proper representatives of the Constructors

Association of Western Pennsylvania who have been duly authorized to negotiate and sign this Agreement for and on their behalf as parties hereto. It shall be effective hereof until January 1, 2008 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 January 1, 2008 or the first of any month thereafter.

SECTION 2. 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, 2007 will remain in effect on uncompleted projects until December 31, 2008.

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, 2007 will remain in effect on uncompleted projects until December 31, 2008.

SECTION 3. 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 4. 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 5. 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 under Union By-Laws and International Constitutions.

It is mutually recognized by the parties that on certain projects, concessions to the wages, hours and conditions of this Agreement may be granted to provide a more competitive position to the employers who employ Craft members of the signatory Unions. The Union representatives and this Association shall jointly develop and agree upon these concessions, which will be applicable for the term of the individual project.

The Constructors Association of Western Pennsylvania agrees to use its best effort to notify all contractors on the bidders list who employ crafts signatory to this Agreement.

SECTION 6. 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.

#### ARTICLE XLI 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, adjustment 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 Addenda signed and accepted this 1st day of February 2005.

This Agreement signed and accepted this 1st day of February 2005.

CONSTRUCTORS ASSOCIATION OF  
WESTERN PENNSYLVANIA

(s) <u>J.M. Mack</u> President	(s) <u>Lori Stiefe</u> Witness
(s) <u>[Signature]</u> Executive Director	(s) <u>Lori Stiefe</u> Witness
(s) <u>Richard J. Brantley</u> Director of Industry Relations	(s) <u>Lori Stiefe</u> Witness

JOINT COUNCIL OF TEAMSTERS NO. 40:  
LOCALS NO. 30, 110, 249, 261, 341, 397  
453, 491, 538, 585, 764

(s) <u>[Signature]</u> President, Joint Council No. 40	(s) <u>[Signature]</u> Witness
Chairman of Joint Council No. 40 Heavy Construction Negotiating Committee	
(s) <u>[Signature]</u> Local #341	(s) <u>[Signature]</u> Witness



**CONSTRUCTION AGENTS OF  
TEAMSTERS JOINT COUNCIL NO. 40**

**LOCAL UNION NO. 30**

Address:

720 Lowry Avenue  
Jeannette, PA 15644  
724-527-1523 / fax: 724-527-1525  
Agent: **Ernie Gigliotti**

County: **Westmoreland**

**LOCAL UNION NO. 110**

Address:

P.O. Box 180  
Ebensburg, PA 15931  
814-472-6646 / fax: 814-472-6444  
Agent: **Tom Helder**

Counties: **Blair, Cambria, Cameron, Centre  
Clearfield, Elk, Forest, Fulton, Huntingdon  
Indiana, Jefferson, McKean, Mifflin, Potter,  
Somerset, Warren and Westmoreland**

**LOCAL UNION NO. 261**

Address:

R.D. #3  
New Castle, PA 16105  
724-658-5554 / fax: 724-658-9925  
Agent: **Robert C. Buckley**

Counties: **Lawrence and Mercer**

**LOCAL UNION NO. 341**

Address:

192 Ohio River Boulevard, Suite E  
Ambridge, PA 15003-1200  
724-266-8341 / fax: 724-266-3900  
Agent: **Michael Yagercik**

Counties: **Allegheny, Beaver and Western Butler**

**LOCAL UNION NO. 397****Address:**

1344 East 11th Street  
Erie, PA 16503  
814-454-1516 / fax: 814-454-1518  
Agent: **John Christina**

Counties: **Crawford and Erie**

**LOCAL UNION NO. 453****Address:**

200 S. Lee Street  
Cumberland, MD 21502  
301-722-5720 / fax: 301-722-4369  
Agent: **Larry Wolfe**

Counties: **Bedford, Franklin, Fulton and Somerset**

**LOCAL UNION NO. 491****Address:**

Teamsters Building  
112 Morgantown Street  
Uniontown, PA 15401  
724-438-0512 / fax: 724-438-4870  
Agent: **Vito Dragone Jr.**

Counties: **Fayette, Greene and Westmoreland**

**LOCAL UNION NO. 538****Address:**

R.D. #1 County Line Road  
P.O. Box 128  
Worthington, PA 16262  
724-297-3427 / fax: 724-297-5410  
Agent: **Betty Fischer**

Counties: **Armstrong, Butler, Clarion, Venango and Westmoreland**

**LOCAL UNION NO. 585**

Address:

1 S. College Street  
Washington, PA 15301  
724-225-6465 / fax: 724-228-6044

Agents: **Roy Marshall**  
**James Beros**

Counties: **Greene, Washington, & Westmoreland**

**LOCAL UNION NO. 764**

Address:

450 Beaver Street  
Milton, PA 17847  
717-742-9667 / fax: 717-742-9660

Agent: **Donald Delvert**  
**John Aderhold**

County: **Clinton**