

K8477  
3,400 workers

**Collective Bargaining Agreement**  
**between**  
**International Union of**  
**Operating Engineers**  
**AFL-CIO**  
**Local Union 542**

**and**

**The Contractors Association**  
**of Eastern Pennsylvania**  
**5 County Heavy & Highway and**  
**29 County Heavy & Highway**

**Effective:**  
**May 1, 2000 - April 30, 2004**



## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>Page</b>
Section 1 Recognition .....	1
Section 2 Legality .....	1
Section 3 Jurisdiction .....	1
Section 4 Territorial Jurisdiction .....	3
Section 5 Term .....	4
<b>ARTICLE II GENERAL PROVISIONS</b>	
Section 1 Non-Discrimination .....	4
Section 2 Referral System .....	4
Group I .....	5
Group I-A .....	6
Group II .....	7
Group III .....	7
Section 3 Non-Payment of Dues .....	11
Section 4 Sub-Contractors .....	12
Section 5 Pre-Construction Conference .....	12
Section 6 Union Authority .....	13
Section 7 Association Agency .....	13
Section 8 Insurance .....	14
Section 9 Failure to Properly Man Equipment .....	14
Section 10 Equipment Testing .....	14
Section 11 Non-Union Equipment .....	14
Section 12 New Machines .....	15
<b>ARTICLE III CONSTRUCTION DEFINITIONS</b>	
Section 1 - Heavy Construction - 5 & 29 County .....	15
Section 2 Highway Construction - 5 County .....	16
<b>ARTICLE IV WAGES AND WORKING CONDITIONS APPLICABLE TO CONSTRUCTION</b>	
Section 1 Wage Scale .....	17
Section 2 Overtime Rates .....	17
Heavy Construction - 5 County .....	17
Heavy Construction - 29 County .....	17
Highway Construction - 29 County .....	17
Section 3 Steward Premium Pay - 5 County Heavy & Highway .....	17
Section 3A Lead Engineer - 5 County Heavy & Highway	18
Section 3B Lead Engineer - 29 County Heavy .....	18
Section 3C Lead Engineer - Definitions .....	19

## **TABLE OF CONTENTS**

---

	<b>Page</b>
<b>Section 4 - Weekly Pay - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>19</b>
<b>Section 5 - Employment on a Daily Basis - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>19</b>
<b>Section 6 - Saturday - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>20</b>
<b>Section 7 - Sunday and Holiday Pay - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>20</b>
<b>Section 8 - Wage Payment - 5 County Heavy, Highway and 29 County Heavy Highway .....</b>	<b>20</b>
<b>Section 8A - Toxic Hazardous Waste Payment - 5 County Heavy, Highway and 29 County Heavy Highway ....</b>	<b>21</b>
<b>Section 9 - Shifting Employees - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>21</b>
<b>Section 10 - Compressors - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>21</b>
<b>Section 11 - Welding Equipment - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>22</b>
<b>Section 12 - Miscellaneous Equipment Requirements - 5 County Heavy &amp; Highway and 29 County Heavy ....</b>	<b>22</b>
<b>Section 13 - Single Shift Work - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>22</b>
<b>Section 13A - Single Special Shift Work- 5 County Highway ..</b>	<b>23</b>
<b>Section 14 - Multiple Shift Work - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>23</b>
<b>Section 15 - Safety and Element Protection - 5 County Heavy, Highway and 29 County Heavy .....</b>	<b>24</b>
<b>Section 16 Pumps - 5 County Heavy and Highway and 29 County Heavy .....</b>	<b>24</b>
<b>Section 17 Winter Heat - 5 County Heavy, Highway and 29 County Heavy .....</b>	<b>24</b>
<b>Section 18 Minor Repair Work - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>24</b>
<b>Section 19 Shovels and Cranes - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>25</b>
<b>Section 20 Tower Type Cranes - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>26</b>
<b>Section 21 - Pile Driving Rigs - 5 County Heavy &amp; Highway ..</b>	<b>27</b>
<b>Section 22 Conveyors - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>27</b>
<b>Section 23 Generators - 5 County Heavy &amp; Highway and 29 County Heavy .....</b>	<b>27</b>
<b>Section 24 Space Heaters - 5 County Heavy &amp; Highway and</b>	

## TABLE OF CONTENTS

29 County Heavy .....	27
	<b>Page</b>
Section 25 Dual Purpose Machines - 5 County Heavy & Highway and 29 County Heavy .....	27
Section 26 Outside Power - 5 County Heavy & Highway and 29 County Heavy .....	28
Section 27 Power Boats - 5 County Heavy & Highway and 29 County Heavy .....	28
Section 28 Portable Rock Crushers - 5 County Heavy & Highway .....	29

### **ARTICLE V WAGES AND CONDITIONS APPLICABLE TO HIGHWAY CONSTRUCTION ONLY - 29 COUNTY AREA**

Section 1 Highway Construction Definition .....	29
Section 2 Wage Rate Carryovers .....	29
Section 2A Competitive Adjustments .....	30
Section 3 Classification Of Engineers .....	30
Section 4 No Other Operation or Business .....	31
Section 5 Employees Not Included .....	31
Section 6 Number of Employees .....	31
Section 7 Most Favored Nations .....	31
Section 8 Equipment Improperly Manned .....	32
Section 8A Job In Two Zones .....	32
Section 9 No Payment For Time Not Worked .....	32
Section 10 Wage Rates .....	32
Section 10A Understanding Between The Parties .....	32
Section 11 Authorized Union Representatives .....	33
Section 12 Normal Work Day .....	33
Section 13 Employment For a Full Day .....	33
Section 14 Overtime Pay .....	34
Section 15 Holiday Pay .....	34
Section 16 Payday .....	34
Section 17 Pumps and Compressors .....	35
Section 18 Miscellaneous Small Equipment .....	35
Section 19 Transportation .....	35
Section 20 Oiler .....	35
Section 21 Multiple Shift Work .....	36

### **ARTICLE VI JOINT LABOR - MANAGEMENT DRUG/ALCOHOL ABUSE PROGRAM**

Policy Statement .....	37
Definitions .....	37
Confidentiality .....	38

## TABLE OF CONTENTS

---

Rules - Disciplinary Actions - Grievance Procedures ..	38
Drug/Alcohol Testing .....	40
<b>ARTICLE VII DISPUTES AND GRIEVANCES</b>	<b>Page</b>

Section 1 Jurisdictional Disputes .....	42
Section 2 Non-Jurisdictional Disputes and Grievances	
42	
Section 3 Strikes and Lockouts .....	43

### **ARTICLE VIII FRINGE BENEFITS & MISCELLANEOUS PAYMENTS**

Section 1 Welfare Fund .....	43
Section 2 Pension Fund .....	45
Section 3 Apprenticeship & Training .....	45
Section 4 Supplemental Unemployment Benefit Fund ...	45
Section 5 Annuity Fund - 5 County Heavy & Highway ..	45
Section 5A Annuity Fund - 29 County Heavy & Highway ..	46
Section 6 Industry Advancement Fund - 5 Count Heavy, Highway and 29 County Heavy & Highway .....	46
Section 7 Delinquency Procedure - Liquidated Damage Policy Fringe Benefit Funds ("Joint Funds") .....	46
Section 8 Check-Off .....	50

### **ADDENDUM TO THE COLLECTIVE**

<b>BARGAINING AGREEMENT</b> .....	51
-----------------------------------	----

### **WAGE RATE SCHEDULES**

<b>SCHEDULE I - 5 County Heavy/Highway</b> .....	52
<b>SCHEDULE II - 29 County Highway</b> .....	62
<b>SCHEDULE III - 29 County Heavy</b> .....	71

This Agreement made the 1st day of May, and effective the first day of May, 2000 by and between Local Union 542, International Union of Operating Engineers (hereinafter referred to as Union) and The Contractors Association of Eastern Pennsylvania (hereinafter referred to as the Association).

This Agreement is negotiated by The Contractors Association of Eastern Pennsylvania, as negotiating agent only for its present and future members, hereinafter referred to as the Employer. For any breach of this contract the liability of the said members shall be several, not joint; and the liability of The Contractors Association of Eastern Pennsylvania shall be only that of a negotiating agent, acting without liability for the acts of its individual members.

## **ARTICLE I**

**Section 1 - Recognition** - The Employer recognizes the Union as the collective bargaining agent for all persons performing work within the mechanical jurisdiction of the Union, whether or not any of such persons are members of the Union, provided that the provisions of this Section shall be subject to the provisions of Article VII Section 1.

**Section 2 - Legality** - Should any of the terms or provisions of this Agreement be determined to be, or held to be, in contravention of any applicable statute or regulation enacted, promulgated or issued by any duly qualified governmental agency, any such term or provision shall be null and void, without thereby affecting any of the other terms or conditions hereof.

**Section 3 - Jurisdiction** - It is expressly understood that all equipment that is under the jurisdiction of the Operating Engineers shall remain the jurisdiction of the Engineers whether or not

manning is required under this contract.

The mechanical jurisdiction of the Union covers the erecting, operating, dismantling and repairing of all mechanical equipment used in and about the construction work as awarded to the International Union of Operating Construction Trades Department of A. F. of L. including:

Wrecking, digging or boring type machines, street sweeping, debris and snow removal machines; mine hoists, telpher and grab bucket machines, pumps, siphons, pulsometers, generators, concrete mixers and pumps. Stone crushers, air compressors, drilling machines, sand blasting machines, high or low pressure boilers; locomotive tractor and truck type cranes, cherry pickers, derricks, fork lifts, boom hoists, automatic hoists and elevators (permanent or temporary), street rollers, steam and power shovels, Le Tourneau and other type scoops, pull shovels, mucking machines, draglines and cableways; clam shell and orange peel buckets when used in connection with any machine derrick or boom hoist; land and floating pile drivers; floating derrick barges, power boats, floating and self-propelled dredges and rock drilling plants, dinkey and standard locomotive derrick cars, tractors and tractor-propelled machines; scrapers and elevating graders, scarifiers, bulldozers, loaders, Barber-Greene, trenching and ditching machines; mechanical hoe-type machines, backfillers and conveyors, electronically controlled construction equipment, all nuclear powered equipment, helicopters; remote control machines used in operating equipment, refrigerating machines when used in construction and any other machines listed in the wage classifications herein.

The working jurisdiction of the Union covers the erecting, operating, dismantling and repairing of all mechanical equipment used in and about the construction of buildings and/or other construction work as awarded to the International Union of

Operating Engineers and as recognized by the Building Construction Trades Department of A. F. of L. including:

Construction, maintenance, repair and wrecking of buildings and other construction work: tunnels and subways; dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading and repair), sewers, water, gas and oil lines; harbor and river dredging, construction and repair of all docks, wharves, piers, shipyards and seawalls; sand, gravel and stone pits, quarries and material yards; within jobsite clean and remove debris and snow from streets and roads; cleaning and washing of buildings; loading and unloading of construction materials and commodities within job site.

**Section 4 - Territorial Jurisdiction** - The territorial jurisdiction of the Union covers the Eastern half of Pennsylvania and the State of Delaware. This Agreement shall apply to all work performed in Philadelphia, Bucks, Delaware, Chester and Montgomery Counties, Pennsylvania (known as the "5-County Area"), and Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties, Pennsylvania (known as the "29-County Area") and the State of Delaware. When working in the State of Delaware, the Employer agrees to work under the agreements negotiated between the Union and the Delaware Contractors Association. When working on building construction, the Employer agrees to work under the building agreement negotiated between the Union and the Association in the area where the work is being performed and subject to Article I, Section 3 of this agreement.



**Section 5 - Term** - This agreement shall be binding upon the parties hereto retroactively from May 1, 2000 to April 30, 2004, and thereafter from year to year for one year periods unless and until either party to this Agreement shall give the other sixty (60) days notice, in writing, prior to May 1, 2004, or prior to the expiration date of any year thereafter, of its intention to negotiate changes in the Agreement.

Any renewal or extension of this Agreement, or modification thereof, shall be valid only if such renewal, extension or modification is made on behalf of the Union in conformance with the provisions of Article XXIV, Subdivision 11, Section (e) of the Constitution of the International Union of Operating Engineers.

## **ARTICLE II**

### **GENERAL PROVISIONS**

**Section 1 - Non-Discrimination** - No employee, or applicant for employment, shall be discriminated against by reason of race, religion, color, sex, age or national origin.

#### **Section 2 - Referral System**

(a) The Employer shall give the Union reasonable notice of its need for workers, and within such period shall not hire persons not referred by the Union. If, however, the Union fails to refer workers within a twenty-four (24) hour period after having been notified to do so, the Employer shall have the right to hire persons not referred by the Union.

(b) In notifying the Union of its need for workers the Employer shall specify to the Union (1) the number of workers required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed; and (5) such other information as may be necessary to enable the Union to make proper referral of applicants.

(c) The Employer shall have the right to determine the competency and qualifications of workers referred by the Union, and the right to hire or not to hire those individuals referred. No employee shall be discharged except for just cause.

(d) The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way, affected by, Union membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, as outlined in this Agreement.

(e) The Union shall register and refer all applicants for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he or she is qualified.

## **GROUP I**

Group I shall consist of all those applicants who are under Group I and who have qualified for same as of May 1, 1963, and all applicants who have worked within the geographical area of the Eastern half of the Commonwealth of Pennsylvania and the State of Delaware ten thousand (10,000) hours within the past eight (8) years; or three thousand (3,000) hours for the past three (3) years. All applicants shall be entitled to priority under Group I who would have qualified for any of the foregoing classifications were it not for absence due to military service, or service as a Union official, or to disability within the provisions of Local 542 Operating Engineers Welfare Plan, or under the provisions of any workers compensation law. Union officials shall be entitled to a credit of forty (40) hours per week during service in office in determining their eligibility for preference in Group I. All applicants who are indentured under the Apprentice Program shall be qualified under Group I as long as they remain within the Apprentice Program. All apprentices upon completion of their

apprentice training shall be qualified under Group I.

In determining the eligibility of all applicants; the records of Local 542 Operating Engineers Welfare Fund shall be relevant for all periods covered by such records.

## **GROUP I-A**

Group I-A shall be reserved for such jobs that are not physically demanding. This normally would be equipment such as compressors, welding machines, generators, heaters, etc. But recognizing that such or similar jobs may be physically demanding in certain instances, the Employer will discuss the details of such or similar jobs with the Union in order to place the job in the proper category.

Registration on Group I-A out-of-work list will be voluntary and will be restricted to those individuals who are fifty-five (55) years of age or over, and who have been continuously enrolled or eligible in Group I for a period of twenty (20) years or more, or those who are physically handicapped and who are unable to pursue their normal occupational classification. A doctor's certificate and/or release shall be presented to the Union for proper Group Classification. The Union may require an examination by a doctor of the Union's choosing, in its sole discretion. When an applicant is on the Group I-A list, his or her name cannot be transferred to any other Group for a period of ninety (90) calendar days, and then his or her name shall go to the bottom of the Group list to which he or she is being transferred, excepting those who are in Group I-A because of a temporary physical handicap.

The same requirements will prevail on the job after a period of one (1) calendar day. A job steward may cover equipment in Group I- A without regard to the above requirements for the mutual benefit of the Employer and the Union. Any employee may be moved by Employer without regard to classification during the period of November 15 through March

15, with prior permission of the Union.

## **GROUP II**

Group II shall consist of all those applicants who qualify for any of the following categories: All applicants who have worked within the geographical area of the Eastern half of the Commonwealth of Pennsylvania and the State of Delaware five thousand (5,000) hours within the past twelve (12) years, one thousand (1,000) hours per year during any three (3) of the past five (5) years; or one thousand (1,000) hours during the past year.

## **GROUP III**

Group III shall consist of all other applicants for employment.

(f) The Union shall maintain a separate list for each of the four (4) groups set forth above, and shall list the applicants within each group in the order in which they register as available for employment.

(g) In referring applicants to the Employer, the Union shall first refer applicants in Group I in the order of their places on the out of work list, and then refer applicants in the same manner successively from the out of work lists, for Groups II and III or in Group I-A if applicable. Any applicant who is rejected by the Employer shall be restored to his or her place on the list for his or her group. When a registrant is referred for employment and is actually employed on a job for one (1) day, such registrant's name shall be removed from the out of work list. When his or her employment terminates, he or she shall be registered at the bottom of the appropriate group out of work list on which he or she is entitled to be registered. If a registrant, upon being referred for employment in regular order, refuses to accept the employment, without reasonable excuse, such registrant's name shall be placed at the bottom of

the appropriate group out of work list on which he or she is registered.

(h) Re-registration for referral shall be accepted by the Union at any time during its customary office hours. New registrations shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the Union office and in any other place where notices to employees and applicants for employment are customarily posted.

(i) The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Employer, but assumes no obligation or responsibility for failure to locate such applicant.

(j) The priorities of referral set forth in paragraph (e) above shall be followed except that in cases where the Employer requires and calls for employees possessing special skills and abilities, the Union shall pass over any applicants on the register not possessing such special skills and abilities. The priorities may also be waived for one or two day jobs.

(k) The Employer reserves the right to request, through the Union, any employee in Group I or IA laid off within the preceding ninety (90) calendar days. If no employees are available in Groups I or I-A, then the request may be made from other groups. The employee so requested shall have the right to accept or reject such employment. Forty-eight (48) hour notice may be required when someone requested is employed.

In laying off employees covered by this Agreement, the Employer shall first lay off employees in Group III, and then employees in Group II, before laying off employees in Group I or I-A, provided the employees in the higher priority groups are capable of filling the jobs. An Employer will not be liable for an incorrect lay-off unless it fails to rectify the mistake upon notification by the Union.

(l) The Union shall require all job applicants to complete and sign a job skills card that identifies his or her experience and qualifications, and to keep

those skill cards current.

(m) In the event any job applicant is aggrieved with respect to the functioning of the referral provision of this Agreement, he or she may within ten (10) calendar days following the occurrence of the event which constitutes the basis for grievance file with the person in charge of registration and referral a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer representative, a Union representative and an Impartial Chairman appointed jointly by the Employer and Union, shall consider such grievance and render decisions which shall be binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with the Agreement.

(n) The Union and the Employer shall post in places where notices to employees and applicants for employment are customarily posted all provisions of this referral hall arrangement. This provision shall be operative only if required by law.

(o) Because of the special problems and requirements for training Registered Apprentices, any or all of the requirements in the Referral system or contract may be waived to accomplish the training objectives. The Joint Apprenticeship and Training Committee may formulate or change the rules as necessary and any formal changes adopted by the Joint Apprentice and Training Committee shall have precedence over any conflicting provision in this contract.

(p) Service Fees: Notwithstanding any other provision in this Agreement, it shall be a condition of employment, and/or registration for employment, that all employees and prospective employees covered by this Agreement who are not members of the Union shall be required to pay a

service fee of \$21.00 or such other amount as may hereafter be agreed upon, at the time of registration, and no more frequently than on a calendar quarterly basis, thereafter payable in advance, in consideration of the services performed by the Union, including the negotiations and enforcement of Collective Bargaining Agreements, the maintenance of referral halls, the other Union activities performed for the general interest of all employees in the bargaining unit. The failure to pay such quarterly service fees shall be sufficient grounds for removal from the Union referral list and shall nullify any prior referral therefrom.

(q) In the event an employer, for the purpose of complying with affirmative action requirements, specifically requests the union to refer a qualified minority or female employee, the union shall make every effort to comply with such request. In the event the Union is unable to comply with such request within forty eight (48) hours the employer may attempt to secure such minority or female employee through any other sources available to the employer.,

(r) Direct Solicitation Procedure - An Eligible Job Applicant will be allowed to solicit work from any eligible Employer. An eligible job applicant is any individual:

(1) who is on the Group I or I-A out-of-work list except Apprentices; and

(2) does not include someone who has been fired for just cause or who has voluntarily terminated his or her employment with the immediate previous employer to the completion of his or her job. However, this restriction shall be removed following the expiration of twenty-one (21) calendar days after he or she has registered on the appropriate out-of-work list, or until he or she has been dispatched from the Referral Hall, whichever event first occurs.

(3) This Direct Solicitation Procedure does not apply to Lead Engineers or Assistant Lead Engineer positions.

An eligible employer is any employer who is (1) signatory to this agreement and (2) is not delinquent in the payment of fringe benefits to the extent that the Union withholds employees as provided in Article VIII, Section 7 hereof.

Before commencing employment with the Employer, the Eligible Job Applicant shall first notify the Referral Hall Agent and identify the following:

- (1) The name of the prospective Employer;
- (2) The location of the project;
- (3) The type of equipment to be operated;
- (4) The anticipated length of employment, if known; and
- (5) The names and telephone number of the Employer representative.

Prior to employing the Job Applicant, the Employer shall contact the Referral Hall Agent for verification that the Job Applicant and Employer are eligible.

Any Employer who intentionally or repeatedly violates the provisions of the Direct Solicitation Procedure will, in addition to any other penalty or sanction herein provided i.e. Article II, Section 9, be barred from participating in this Direct Solicitation Procedure for a period of ninety (90) calendar days from the date the violation is recognized.

Any Job Applicant who obtains employment through direct solicitation, but who fails to adhere to the Direct Solicitation Procedure herein, shall be removed from the job-in-question and shall forfeit the right to be recalled by that Employer under the ninety (90) calendar day recall rule, and shall further be barred from participating in this Direct Solicitation Procedure for a period of ninety (90) calendar days from the date the violation is recognized.

**Section 3 - Non-Payment of Dues** - Any employee who is expelled or suspended from membership in the Union or from the Union registration list because of non-payment of initiation



fee, dues, and/or service fees (such as would make an employee subject to discharge within the provisions of the Labor Management Relations Act of 1947, or amendments thereto) shall be discharged within three (3) working days after receipt or written notice from the Union of such employee's expulsion or suspension.

**Section 4 - Sub-Contractors**

(a) The Association and the Employer agree that none of his or her work to be performed on the construction or work site subject to this Agreement will be sub-contracted by him or by any sub-contractor except under the terms of this Agreement; and said Employer shall be obligated to see that an express provision shall be included in any contract and sub-contract which incorporates the terms and conditions of this contract therein.

(b) The Employer agrees that it will not require any employee represented by this Union to work on same job or project with, or service any contractor or sub-contractor not a party to an Agreement with the Union. This shall not apply when the construction contracts are awarded directly by the Owner to the contractor or sub-contractor mentioned above.

(c) The provisions of this Section shall apply only to work to be done at the site of construction. The Union may not call a strike, nor may its members refuse to work, to enforce the provisions of this Section.

**Section 5 - Pre-Construction Conference -** The Employer shall notify the Union of every job awarded and a job conference shall be held prior to starting work. This shall only apply to contracts over one million (\$1,000,000) dollars. On jobs under one million (\$1,000,000) dollars, with special conditions, the Union may request through the Association, a Job conference.

**Section 6 - Union Authority**

(a) The business manager and business agents

of the Union shall be the only authorized agents of the Union to be recognized by the Employer, but the business manager and business agents of the Union shall not be empowered to bind the membership of the Union without their approval on those matters where membership approval is necessary, such as in the formulation and execution of contracts.

(b) On jobs where non-union competition is involved, the Union will meet with the Association to discuss possible methods of making signatory Employers competitive.

(c) The power and duties of Union stewards shall be limited to reporting any practices on the job which do not conform with this contract. The Employer shall notify the Union before the steward is laid off, and Union agent shall visit the job to ascertain if there is just cause. Stewards shall have access to the job superintendent or other persons designated by the Employer, at all times on the job, to enforce this Agreement and shall be permitted to process grievances during working hours. There shall be no discrimination against stewards.

**Section 7 - Association Agency** - The Association named herein is negotiating Agent for its present members and future members. Only those members who meet reasonable standards mutually agreed upon will become party to this Agreement. For the breach of this Agreement, the liability of the members of the Association shall be several and not joint. No member of the Association bound by this contract may withdraw from this contract before the end of its termination date. When the Union advises the Employer in writing that this contract is about to expire, and requests a meeting to negotiate a new contact, the Employer hereby agrees that, whether he is a member or not, the Employer will be bound by the contract to be entered into between the Union and the Association.

**Section 8 - Insurance** - The Employer shall provide insurance in the amount of at least \$100,000/

\$300,000 to protect employees covered by this Agreement from personal and public liability resulting from his employment, other than actions by an employee of the same Employer.

**Section 9 - Failure to Properly Man Equipment - 5 County Heavy, Highway and 29 County Heavy** - When a Contractor fails to properly man any piece of equipment under the terms of this Agreement, he shall be required to pay an amount equal to double wages to employees designated by the Union in lieu of the employment opportunity not provided. The Union shall furnish the Association and the Employer with the names of such employees and the gross wages (before payroll deductions) which each is to receive. The identity of the named recipient and the accuracy shall be solely the responsibility of the Union, and neither the Employer nor the Association shall be in any way responsible therefore. In the event that the Employer and the Union cannot agree in any such case on the amount to be paid, then the amount to be paid in such case shall be determined by agreement between the Union and the Association.

**Section 10 - Equipment Testing** - Any equipment whose manning requirements are dictated by size or rating shall be tested if there is any doubt of the accuracy of listed size or rating. If alterations have been made which has the results of circumventing this Agreement, compensation shall be made as outlined in Article II, Section 9.

A professional testing company will evaluate the factory "Bill of Material" and render an opinion as to whether the machine requires an oiler or manning under the collective bargaining Agreement. Both the Union and the Employer will abide by this opinion.

**Section 11 - Non-Union Equipment**

(a) Employer agrees that it will not require any employee represented by the Union to operate equipment belonging to a contractor or supplier with

whom this Local Union is not in signed relations, provided, Union equipment is available in the locality. No party to this Agreement shall rent or supply equipment unmanned to anyone doing construction work covered by this Agreement who is not in signed relations with this Union.

(b) Employer agrees that it will not require any employee represented by this Union on construction work to operate equipment of or for any Employer who has any interest in a firm or company doing construction work within the jurisdiction of this Union and which is not in signed relations with this Union.

(c) The provisions of this section shall apply only to work to be done at the site of construction. The Union may not call a strike, nor may its members refuse to work to enforce the provisions of this Section.

**Section 12 - New Machines** - Any new machine which may be introduced into the industry which performs the work done by the currently existing machines within the jurisdiction of the International Union of Operating Engineers, shall be within the jurisdiction of the International Union of Operating Engineers, and if not covered by existing schedule shall be the subject of negotiations between Local 542 International Union of Operating Engineers and the Association signatory to this Agreement as to manning and wage rates.

## **ARTICLE III**

### **Construction Definitions**

**Section 1 - Heavy Construction - 5 County & 29 County** - Heavy Construction shall include bridges and viaducts, airports, subways, tunnels, cavems and shafts, railroad and railways, reservoirs, dams, water supply and irrigation projects, reclamation and flood control projects, water power and hydro-electric projects, sewage disposal and filtration and water

treatment plants, bulkheads and retaining walls, swimming pools, athletic fields, site work, playgrounds cross-country transmission lines, underground conduits, substations, clean-up work following a disaster, and all work connected therewith and any other construction not defined as building construction or highway construction and the excavation for and demolition required in connection with all of the foregoing and snow removal during construction.

In further connection with hydro-electric projects, the superstructure of the power plant shall be building construction. The substructure under this power plant superstructure shall be building construction unless the substructure is any part of the dam, reservoir, storage tank, or sluiceway.

**Section 2 - Highway Construction - 5 County -** Highway Construction shall include sewers, culverts, roads, streets, water pipes, conduit and duct lines, curbs, gutters, sidewalks and pipe lines, except pipe lines or water lines within the area of a refinery or some other plant installation, and the excavations for all of the foregoing, and snow removal on or from the same, during construction or on completed work. Demolition of any structure required in connection with highway construction and not defined in Section 1 above shall be performed under the Highway Agreement. Demolition of structures defined in Section 1 above required to be performed in connection with Highway Construction shall be performed under the agreement relating thereto. The Highway contract shall apply to all work performed at the job site in conjunction with home building (up to and including two and one-half story garden-type apartments) .

## **ARTICLE IV**

### **Wages and Working Conditions Applicable to Construction**

**Section 1 - Wage Scale** - All classifications and wage rates as covered by this Agreement, are set forth in the Schedules attached hereto covering the appropriate type of construction and area.

**Section 2 - Overtime Rates - Heavy Construction - 5 County** - Overtime pay (except Sundays which shall be paid at the double time rate), shall be computed on the basis of time and a half, provided, however, that in any case when actually working directly with other trades which are allowed double time, the double time rate shall be allowed also to such engineers and apprentices as are actually working directly with such trades. Holidays shall be compensated for as outlined in Article IV, Section 7.

**Heavy Construction - 29 County** - Overtime Pay (except Sundays which shall be paid at the double time rate) , shall be computed on the basis of time and a half, provided, however, that in any case when actually working in conjunction with other trades who are allowed double time, the double time rate shall be allowed also to engineers in Heavy Construction. Holidays shall be compensated for as outlined in Article IV, Section 7.

**Highway Construction - 5 County** - Overtime Pay (except Sundays which shall be paid at the double time rate), shall be computed on the basis of time and a half. Holidays shall be compensated for as outlined in Article IV, Section 7.

**Section 3 - Steward Premium Pay - 5 County  
Heavy and Highway**

(a) An operating engineer designated as steward from among those employed on the job by the Union shall receive an additional fifty (50) cents over his or

her wage group rate classification for each hour paid when there are eight (8) or more operating engineers on a shift.

(b) In the event there is a second shift and there are more than sixteen (16) operating engineers on the project, then the Employer will pay an operating engineer designated as steward from among those employed on the job by the Union on the second shift an additional fifty (50) cents over his or her wage group rate classification for each hour paid.

**Section 3A - Lead Engineer - 5 County - Heavy and Highway** - When ten (10) or more engineers are employed on any one project by the Employer, a Lead Engineer shall be employed. The Lead Engineer will be paid one dollar (\$1.00) per hour over the highest paid operating engineer on the project exclusive of the premium mentioned in Section 3.

When rented equipment is used on a project with the operator on the owner's or lessee's payroll, the operator must be counted in the total number of engineers employed on a project toward hiring a Lead Engineer.

The Lead Engineer shall, under the direction of Management, supervise and assist in the operation, maintenance and repair of all equipment coming under the jurisdiction of the Operating Engineers. He/She shall also make minor repairs to equipment not requiring the services of an engineer.

An Assistant Lead Engineer shall be employed where twenty-five (25) or more employees are employed on any one project of an Employer and for each multiple of 25. There shall be no restrictions upon duties to be performed by him or her as a mechanic. He or she shall not be required to operate equipment. The Assistant Lead Engineer will be paid seventy-five (\$.75) cents per hour over the highest paid operating engineer on the project.

**Section 3B - Lead Engineer - 29 County - Heavy Construction** - When seven (7) or more engineers are employed on any one project by one Employer,

a Lead Engineer shall be employed. An Assistant Lead Engineer shall be employed after twenty-five (25) engineers, and for each multiple of 25. When rented equipment is used on a project with the operator on the equipment owner's or lessee's payroll, the operator must be counted in the total number engineers employed on the project towards the hiring of a Lead Engineer.

The Lead Engineer shall, under the direction of Management, supervise the operation, maintenance and repair of all equipment coming under the jurisdiction of the Operating Engineers.

**Section 3C - Lead Engineer - Definition** - The terms "Lead Engineer" and "Assistant Lead Engineer" as used in this Agreement refer to the positions previously referred to as "Master Mechanic" and "Assistant Master Mechanic". This constitutes merely a change in name.

**Section 4 - Weekly Pay - 5 County Heavy & Highway and 29 County Heavy** - When Employees covered by this Agreement report for starting work, they shall be entitled to work until the end of his or her job and shall not be replaced before the conclusion of their job except for just cause. If their job continues for more than five (5) days, said employees shall be on forty (40) hour weekly guarantee basis at the weekly rate for the elapsed working days while their job lasts. If re-hired before the expiration of one week they shall be compensated for time lost.

**Section 5 - Employment on a Daily Basis - 5 County Heavy & Highway and 29 County Heavy** - Employees covered by this Agreement employed on a daily basis, shall, unless notified at or before the termination of the preceding period, report for work at the regular period. If not started work within one (1) hour at the scheduled starting time, he shall be dismissed for the period and shall receive four (4) hours pay. If started to work, he shall receive eight (8) hours pay.



**Section 6 - Saturday - 5 County Heavy & Highway and 29 County Heavy** - Employees covered by this Agreement who are required to report on Saturdays shall receive two (2) hours pay at the applicable overtime rate, and if required to start work shall receive four (4) hours at the applicable overtime rate, and if required to work more than four (4) hours shall receive eight (8) hours pay at the overtime rate

**Section 7 - Sunday and Holiday Pay - 5 County Heavy & Highway and 29 County Heavy** - The Holidays adopted are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such. Work performed on Holidays shall be paid for at the double time rate, which includes Holiday pay. Only in case of emergency shall work be performed on Labor Day. Employees covered by this Agreement on a weekly basis shall be paid for Holidays falling during the scheduled work week, provided such employees worked the scheduled work day previous to the Holiday and the scheduled work day following the Holiday.

Employees covered by this Agreement reporting on the above Holidays or on Sundays shall receive twelve (12) hours pay, but if started to work shall receive sixteen (16) hours pay. If not started to work on the above- mentioned days within one (1) hour of the scheduled starting time, he or she shall be dismissed for the period and receive twelve (12) hours pay at his or her regular straight time rate. A holiday falling on Saturday shall be recognized as a paid holiday and celebrated on Friday. A holiday falling on Sunday shall be recognized as a paid holiday and celebrated on Monday.

**Section 8 - Wage Payment - 5 County Heavy, Highway and 29 County Heavy** - Employees covered by this Agreement shall be paid in cash or check, with a detachable pay stub containing all pertinent information, at the option of the Union each week at or before quitting time on the regular payday. The

Employer shall not be permitted to retain more than three (3) days' pay. Such employees not paid promptly on the regular payday or when dismissed shall be paid waiting time until paid, except where the delay is for reasons beyond the Employer's control. Such waiting time shall not exceed eight (8) hours.

**Section 8A - Toxic Hazardous Waste Payment - 5 County Heavy, Highway and 29 County Heavy And Highway** - All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal work or on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

**Section 9 - Shifting Employees - 5 County Heavy & Highway and 29 County Heavy** - Employees covered by this Agreement may be shifted only twice during a day (Example A-B-C or A-B-A). The Employee shall receive the higher rate of pay for the day.

**Section 10 - Compressors 5 County Heavy and Highway and 29 County Heavy** - An operating engineer will be required on Compressors over 185 cu.ft. With respect to Compressors 185 cu.ft. and under, it is hereby agreed the Employer may operate three (3) such units in all cases without the employment of an engineer. Whenever four (4) or more Compressors are used by the Employer on any project, then an engineer must be employed.

One engineer may operate three additional Compressors provided they are not more than 800' apart. One additional operating engineer will be

employed for the eighth (8th) and every (4) thereafter.

**Section 11 - Welding Equipment - 5 County Heavy and Highway and 29 County Heavy** - An operating engineer will be required on welding equipment larger than 300 amp. With respect to welding equipment under 300 amp., it is hereby agreed the Employer may operate three (3) such pieces without the employment of an Operating Engineer. Whenever four (4) or more pieces of welding equipment are used on the same day by the same contractor on the same job site, then an operating engineer must be employed. One additional operating engineer shall be employed for the eighth (8th) such machine and every four (4) thereafter. However, on 5 COUNTY HIGHWAY one operating engineer may operate five (5) welding machines over 300 amp. provided they are located within a space which can be enclosed by a 450 foot diameter circle. When any combination of welders and compressors exceeds three (3) on the same day by the same contractor on the same job site, then an operating engineer shall be employed.

**Section 12 - Miscellaneous Equipment Requirements 5 County Heavy and Highway and 29 County Heavy** - Any five (5) pieces of equipment outlined in Article I, Section 3 not requiring the services of an operating engineer singularly, shall require the services of an operating engineer provided, however, one (1) additional operating engineer shall be employed for the tenth (10th) such machine and every five (5) thereafter.

**Section 13 - Single Shift Work - 5 County Heavy & Highway and 29 County Heavy** - The work day, including Saturdays, Sundays and Holidays, shall start at 8:00 AM and end at 4:30 PM, with one-half hour for lunch from 12:00 Noon to 12:30 PM. The regular work week shall consist of eight hours per

day, forty hours per week of five consecutive days Monday through Friday, inclusive, including Holidays or days celebrated as such occurring in said week. The work day may be changed up to one hour earlier or later by the Employer, and overtime hours will be adjusted accordingly. All work performed additional to, before, or after such periods shall be called overtime and shall be paid for at the applicable overtime rate. If work shift is other than the regular work day and begins before 8:00 AM, or terminates after 4:30 PM, pay shall be at the applicable overtime rate.

**Section 13A - Single Special Shift Work - 5 County Highway** - If a shift is employed after 4:30 PM, and prior to 8:00 AM pay shall be at the straight time rate plus 10% additional per hour for each hour worked. Special shift work started on Friday shall continue at the single special shift rate of pay to complete the regular 8 hours shift.

Should the majority of Trades working with the Engineer be compensated for such shift work at the agreed upon overtime rates for such Trades, the Engineer shall be compensated for such hours worked with the majority of such Trades as the overtime rates provided herein.

**Section 14 - Multiple Shift Work - 5 County Heavy & Highway and 29 County Heavy** - When more than a single shift is employed, the first shift shall start at the option of the Employer, the second shift shall follow the first and the third shift shall follow the second. All work from midnight Friday to midnight Sunday shall be at the overtime rate. For pay purposes the shift closest to the normal day shift shall be paid for at the straight time rate and each other shift shall receive 10 percent additional for each hour paid for. On any shift work of less than 5 days duration, the Union shall be notified. There shall be a one-half hour lunch period on each shift. But under no circumstances shall there be more than eight (8) hours work without overtime pay or the lunch period

be other than between the third and fifth hour of work.

**Section 15 - Safety and Element Protection - 5 County Heavy, Highway and 29 County Heavy -** Employees shall be properly protected from material and the elements.

The parties have a mutual responsibility to cooperate in developing mutually satisfactory means of achieving continuing improvements in the safety conditions in the industry. Members of the Union and the Employer shall comply with all safety measures required under City, County, State and Federal Safety Rules and Regulations.

The Employer and the Union will develop and keep up to date a written safety program. This safety program will include a joint safety committee which will meet regularly. All safety equipment required by this program shall be furnished by the Employer.

**Section 16 - Pumps 5 County Heavy and Highway and 29 County Heavy -** Up to a five (5) inch size pump may be operated without the services of an operating engineer. A combination of eight (8) inches of total volume (gas or diesel pumps) may be operated without the services of an operating engineer. Three (3), three (3) inch electric pumps may be operated without the services of an operating engineer. With respect to electric pumps, up to a combination of nine (9) inches of total volume (not to exceed a five (5) inch singular pump) may be used without the services of an operating engineer. Submersible electric pumps will be manned only during productive work hours. Pumps not requiring an operating engineer will be serviced by an apprentice engineer or an operator on the job.

**Section 17 - Winter Heat - 5 County Heavy, Highway and 29 County Heavy -** Operators of electric, gas, diesel or skeleton machines during winter weather shall be provided with heat.

**Section 18 - Minor Repair Work - 5 County Heavy & Highway and 29 County Heavy - Operator** shall do minor repair work on the machine he is operating as required by the Employer provided this shall not be used for the purpose of reducing the number of maintenance engineers who would ordinarily be employed on the job.

Repair work done on overtime shall be paid for at the applicable overtime rate. Maintenance engineers shall be required to furnish tools.

**Section 19 - Shovels and Cranes - 5 County Heavy & Highway and 29 County Heavy**

A. All shovels and cranes, including cherry picker type machinery and equipment over 40 tons, and backhoes and truck mounted rigs shall require an operating engineer and an apprentice engineer.

B. It is agreed that an apprentice engineer will be required on the following machinery and equipment:

(1) crawler backhoes and crawler gradalls over two (2) cubic yard factory rating; and

(2) a single person operation truck crane over 40 tons, excluding Crane Rental Contractor/Rigs; and

(3) cable type machines five eighths (5/8) cubic yard and over factory rating; and

(4) pippin type or other type hydraulic backhoes over two (2) cubic yard factory rating; and

(5) cherry picker type machinery and equipment over 40 tons, excluding Crane Rental Contractor/Rigs.

C. On equipment listed in Section 19B hereof where an apprentice engineer is not required to be employed, the Employer will compensate the operating engineer of such equipment a premium pay benefit of one (1) hour of straight time pay for each work day and for those eligible for the forty (40) hours work guarantee will be paid a minimum

of five (5) hours of straight time per work week; provided, however, that the premium pay benefit will not be available for the following equipment:

- (1) pippin type or other hydraulic backhoes of one (1) cubic yard and less; and
- (2) cherry picker less than 15 ton factory rating; and
- (3) cable type machinery under five eighths (5/8) cubic yards.

The benefit herein provided is allowed in lieu of an apprentice engineer. And, any time spent in work in excess of the eight (8) hour work day will be paid at the premium overtime rate of pay without offset for the additional one (1) hour of pay.

Should a second person be required on a machine, it will be within the Operating Engineers jurisdiction.

D. The apprentice engineer or oiler shall be under the direct supervision of the engineer to whom he or she is assigned. His or her duties at the discretion of the Employer may include, but are not limited to cleaning, oiling, greasing, hook mats, spot trucks, change cables, change booms, signal crane or any other non-jurisdictional work directly involved with his or her piece of equipment. He or she may service his or her piece of equipment during the lunch period without premium pay, if permitted to take an equivalent period immediately before or after the scheduled lunch period. With the exception of the lunch period, at no time can a machine requiring an apprentice engineer work or travel under own power or be repaired without a full crew. Grease truck personnel may work other than the regular shift at the shift differential rate.

**Section 20 - Tower Type Cranes - 5 County Heavy & Highway and 29 County Heavy - All tower type cranes shall require two (2) operating engineers. The erecting, dismantling, jumping and jacking shall**

be done by the crew of engineers employed on a tower crane; if additional operating engineers are needed, they shall be hired from the Union's referral list in accordance with the hiring system under this Agreement. The crane crew will remain on the job for the applicable shift.

**Section 21 - Pile Driving Rigs - 5 County Heavy & Highway - Two (2) operating engineers at top rate (Group I) to operate crane or machine and to cover compressor or power pack when used as a source of power to the hammer.**

**Section 22 - Conveyors - 5 County Heavy & Highway and 29 County Heavy - One (1) building conveyor may be operating without an engineer. If more than one conveyor is operated on the same day by the Employer on the same job site, an engineer shall be required.**

**Section 23 - Generators - 5 County Heavy and Highway and 29 County Heavy - Four (4) electric generators or four (4) pieces of similar equipment may be operated without the use of an operating engineer, provided the rating of each such generator or equipment does not exceed five thousand (5,000) watts. The operation of electric generators will remain the jurisdiction of the operating engineers.**

**Section 24 - Space Heaters - 5 County Heavy and Highway and 29 County Heavy - Space Heaters over 500,000 BTU will require the services of an operating engineer. If more than one heater is operated on the same day by the same contractor on the same job site, an engineer will be required for each multiple of five (5) such units so operated. The operation of space heaters will remain within the jurisdiction of the operating engineers.**

**Section 25 - Dual Purpose Machines - 5 County Heavy & Highway and 29 County Heavy - Dual purpose machines shall carry the Group II rate of**



pay. Any conflict as to what is a dual-purpose machine shall be subject to grievance and arbitration. Dual-purpose machine means when one (1) machine plus any attachment is capable of and is operated to perform two (2) functions or more at the same time or on the same day. 29 County Highway dual purpose machines shall carry the Group I rate of pay of Wage Schedule II.

**Section 26 - Outside Power - 5 County Heavy & Highway and 29 County Heavy** - When the Employer obtains power from a permanent or temporary plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or for the purpose of furnishing temporary heat for heating materials or to buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto; employees covered hereunder shall man and operate such permanent or temporary plant from which source of power is supplied. In the event that the Employer is unable to arrange this, engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed subject to Article IV, Section 1. The general contractor will assume responsibility for manning the source of power for himself and his or her sub-contractors. In the case of heat, regardless of source, for construction purposes, it is agreed that manning for comfort heat will be required only when men are working. If 24 hour, seven (7) day heat coverage is required for construction purposes, a four (4) man - six (6) hour shift schedule may be used to minimize overtime. Overtime will be paid for all hours worked over 40 hours per week on the four (4) man - 6 hour schedule only. Manning shall be required when building is under construction but shall be discontinued when interior construction is substantially complete.

**Section 27 - Power Boats - 5 County Heavy & Highway and 29 County Heavy** - On all power boats or water crafts used in conjunction with construction, the work performed by the Captain and Maintenance Engineer shall be assigned to employees covered by this Agreement.

**Section 28 - Portable Rock Crushers - 5 County Heavy & Highway** - On all portable rock crushers, an operating engineer and an apprentice shall be employed.

## **ARTICLE V**

### **Wages and Conditions Applicable to Highway Construction Only 29 County Area**

This article shall govern all highway work in the Counties of: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York, Pennsylvania.

**Section 1 - Highway Construction Definition** - Highway Construction shall include all roads, streets, culverts, sewers, water lines, duct lines, curbs, gutters, sidewalks, pipelines, bridges, (except steel superstructure) , viaducts (except steel superstructure) , and the excavation for all of the above and offsite plants operated primarily for the job by the Contractor or his or her sub-contractor. The Highway Agreement shall also apply to strip mining for coal.

"Contractor" where used in this Article, means any Contractor engaged in "Highway Construction" as defined herein.

**Section 2 - Wage Rate Carry Over** - On any public jobs it is agreed that on any jobs bid with wage rates in the specifications, such wage rates shall continue in effect for one (1) year after the Agreement termination date of the wage rate listed; on each subsequent anniversary date (May 1) after the one (1) year carryover, the increase granted for the preceding year shall be placed in effect on the job.

Where no wage rates are specified, the wage rates listed for the various classifications in this Agreement for the date of the bid shall continue in effect for one (1) year after the Agreement termination date of the wage rate listed; on each subsequent anniversary date (May 1) after the one (1) year carryover, the increase granted for the preceding year shall be placed in effect on the job.

Notwithstanding the foregoing, nothing in this Article shall be deemed to affect the obligation to pay benefits as provided in Article VIII, Sections 1, 2, 3, 4, 5A, 6, 7, and 8.

**Section 2A - Competitive Adjustments** - The Contractors Association of Eastern Pennsylvania will make available to all union plan holders a copy of the Competitive Adjustments. Any contractor signatory to this collective bargaining agreement may call the Association office for a copy of the current Competitive Adjustments and use only if applicable. The Competitive Adjustments will not apply to jobs on which the owner restricts bidding to union contractors only or to jobs bid under Project Labor Agreements.

**Section 3 - Classification of Engineers** - All operating engineers employed under this Article shall be classified in accordance with Schedule of labor and any other classification of an engineer will be settled by the Contractor and the Union Representatives, and if they are unable to reach a mutual decision, the matter shall be referred to the grievance procedures as is hereinafter outlined. The

Contractor may classify such workmen pending the final decision of the grievance procedures.

When an Operating Engineer is shifted among machines and or job sites the Operating Engineer shall be paid the higher rate of pay for the day.

**Section 4 - No Other Operation or Business -**

This Article is not to apply to any operations or business in which any contractor engages, except work defined herein.

**Section 5 - Employees Not Included -**

Employees shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendents and assistant superintendents, but shall include lead engineer and assistant lead engineer.

**Section 6 - Number of Employees -** The number of employees to be employed is at the sole discretion of the Contractor, and the fact that certain classifications and rates are established does not mean that the Contractor must employ employees for any one or all such classifications or to man any particular piece of plant that happens to be on the work unless required by this Article. However, this does not relieve the Contractor from the responsibility of properly manning any piece of equipment that is placed in operation. The Union is the sole bargaining representative for all operating engineers employed on the work covered by this Agreement.

It is understood that no liability shall arise on the part of either Contractor or the Union, by reason of any unauthorized act by any employee of said Contractors or Union, unless and until such unauthorized act is brought to the attention of the party affected and that party is given a reasonable opportunity to correct said act or ratify same.

**Section 7 - Most Favored Nations -** It is understood that if the Union enters into any Collective Bargaining Agreement with any Contractor engaged

in Highway Construction within the area designated herein upon more favorable terms to such other Contractor than are embodied in this Agreement, this Agreement shall be amended so as to afford the party to this contract the same terms.

**Section 8 - Equipment Improperly Manned -**

When a Contractor fails to properly man any piece of equipment under the terms of this Article, he shall be required to pay an amount equal to wages lost to employees designated by the Union in lieu of the employment opportunity not provided. In the event a Contractor is a consistent violator of this provision he shall be required to pay an amount equal to double wages. The Union shall furnish the Association and the Contractor with the names of such employees and the gross wages (before payroll deductions) which each is to receive. The identity of the named recipient and, the accuracy shall be solely the responsibility of the Union, and neither the Contractor nor the Association shall be in any way responsible therefor. In the event that the Contractor and the Union cannot agree in any case on the amount to be paid, then the amount to be paid in such case shall be determined by agreement between the Union and the Association.

**Section 8A - Job In Two Zones -** In case there is a job or operation extending into two zones and/or job sites the rate of pay for the entire operation and/or job sites shall be that of the zone commanding the highest wage scale.

**Section 9 - No Payment for Time Not Worked** - No payment is to be made for time not worked except as provided under this Article V, Section 8 and Article VIII, Section 7.

**Section 10 - Wage Rates** - The Wage Rates shown in Wage Schedule II shall be in force during the period of this Agreement between the Employer

and the Union and is made a part hereof.

**Section 10A - Understanding Between the Parties** - This Article V covers the entire understanding between the parties hereto, except as mutually agreed to by the Association and the Union. No oral or written rule, regulation or understanding which is not mentioned or referred to herein or in the schedules of labor made a part hereof will be of any force or effect upon any party hereto. It is understood, however, that Article I in its entirety, Article II, Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 & 12, Article IV, Sections 8A, 16, 18, 19, 21, 22, 25, 26, 27, Article VI in its entirety, Article VII in its entirety and Article VIII, Sections 1, 2, 3, 4, 5A, 6, 7 and 8 shall be applicable to 29 County Area Highway Construction as described in this Article V.

**Section 11 - Authorized Union Representatives** - The authorized representatives of the Union may visit jobs during working hours, but must not hinder or interfere with the progress of the work. The Business Representative of the Union shall have the right to select from the employees employed on the job, a working Shop Steward.

The steward shall be allowed sufficient time to perform his or her duties.

A steward shall have absolutely no authority to call or cause a work stoppage.

**Section 12 - Normal Work Day** - On all work, other than that sponsored by a Governmental Agency, wherein the hours of work are specified, the normal work day shall consist of eight (8) continuous hours, exclusive of lunch time, during any twenty- four (24) hour period, and the normal work week shall consist of forty (40) hours.

**Section 13 - Employment For A Full Day** - Operators, mechanics, firemen, oilers and helpers on all machines shall be given employment for a full day and be paid therefore on every regular work day

that they report for work, unless they have been notified **before the completion** of the previous work day that there would be no work for the following day. (A mutual agreement with respect to notification may be negotiated between the District Office of Local 542 and the Employer.)

In case of inclement weather, if they report they shall be given no less than four (4) hours employment within the jurisdiction of the Operating Engineers under reasonable working conditions and be paid therefore at their regular rate. However, if regular job operations can be started within two hours of regular starting time and the employees are put to work, they shall receive a minimum of four (4) hours employment for that day. If more than four (4) hours are worked, employees shall receive eight (8) hours pay for that day.

**Section 14 - Over Time Pay** - All work performed by an employee after eight (8) hours in one day and/or forty (40) hours in any one week, shall be paid at the rate of time and one-half. on snow removal, all work in excess of eight (8) hours per day shall be paid at the rate of time and one-half except those days listed in Section 15.

**Section 15 - Holiday Pay**- All work performed on Sundays and the following Holidays: Memorial Day, Independence Day, Thanksgiving Day, Christmas Day and New Year's Day shall be paid for at the rate of double time. Holidays falling on Saturday shall be recognized as a holiday and celebrated on Friday. Holidays falling on Sunday shall be recognized as a Holiday and celebrated on Monday. Any holiday that falls during the week shall be considered a day worked.

No work on Labor Day unless to protect property and life and in such cases the rate shall be paid for at double time. Time lost on Holidays may not be made up at the straight time rate on Saturdays, or over eight hours Monday through Friday.

No employee shall be refused sufficient time off

from his or her work on National and State Election Days in order that he may exercise his or her right to vote. This shall in no way act to the prejudice of such employee.

**Section 16 - Pay Day** - All wages shall be paid weekly to employees.

If an employee is terminated he or she must be paid at the time of termination and shall be paid straight time for any time he or she is required to wait. This shall be construed to apply to normal working hours.

If an employee quits of his or her own accord he or she shall wait for his or her pay until next regular pay day.

**Section 17 - Pumps and Compressors** - A single pump having less than a four inch discharge, or two diaphragm pumps having less than a four inch discharge may be operated without the services of an engineer. Provided, however, at all times jurisdiction over all pumps remains within the Operating Engineers' Union. One engineer may operate as many pumps and compressors on any one job as he or she can conveniently service.

**Section 18 - Miscellaneous Small Equipment**  
One Engineer may operate as many heaters, light plants, generators and welding machines on any one job as he or she can conveniently service. At all times, jurisdiction over all heaters, light plants, generators and welding machines remains within the Union.

**Section 19 - Transportation**- Transportation will be furnished the engineer covering this equipment whenever there are over 3 pumps and compressors or any combination of the equipment listed in Section 17 and 18 above, if the equipment is over 1500 feet apart.

**Section 20 - Oiler**

A. All shovels and cranes, including cherry picker type machinery and equipment over 40 tons,



and backhoes and truck mounted rigs shall require an operating engineer and an apprentice engineer.

B. It is agreed that an apprentice engineer will be required on the following machinery and equipment:

- (1) crawler backhoes and crawler gradalls over two (2) cubic yard factory rating; and
- (2) a single person operation truck crane over 40 tons and
- (3) cable type machine five eighths (5/8) cubic yard and over factory rating; and
- (4) pippin type or other type hydraulic backhoes over two (2) cubic yard factory rating; and
- (5) cherry picker type machinery and equipment over 40 tons.

C. On equipment listed in 20 B., hereof, where an apprentice engineer is not required to be employed, the Employer will compensate the operating engineer of such equipment a premium pay benefit of one (1) hour of straight time pay for each work day. Normal maintenance will be done during the regular work day.

The benefit herein provided is allowed in lieu of an apprentice engineer. And, any time spent in work in excess of the eight (8) hour work day will be paid at the premium overtime rate of pay without offset for the additional one (1) hour of pay.

The premium pay benefit will not be available for the following equipment:

- (1) pippin type or hydraulic backhoes of one (1) cubic yard or less; and
- (2) cherry picker less than 15 ton factory rating;
- (3) cable type machinery under five eighths (5/8) cubic yards.

Should a second person be required on a machine, it will be within the Operating Engineers jurisdiction.

**Section 21 - Multiple Shift Work** - When more than a single shift is employed, the first shift shall start at the option of the Contractor and shall be paid for at the straight time rate, the second shift shall follow the first, and be paid for at the straight time rate plus 5% for each hour worked, the third shift shall then follow the second and be paid for at the straight time rate and 5% per hour for each hour worked, provided, however, the Contractor may elect to pay for the second shift, eight hours pay for 7 1/2 hours worked and for the third shift eight hours pay for 7 hours worked.

For pay purposes, the shift nearest 8:00 AM to 4:00 PM shall be the first shift, the shift nearest 4:00 PM to 12:00 Midnight shall be the second shift and the shift nearest 12:00 Midnight to 8:00 AM shall be the third shift.

## **ARTICLE VI**

### **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 agree that the Employer shall have the right to implement a Drug and Alcohol Testing Program.

**1. Policy Statement** - The parties recognize the problems created by drug and alcohol abuse and the need to develop a prevention program. The Company and the signatory Union 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 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 and 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. Regardless of anything herein to the contrary, prescription drugs and devices as currently prescribed by a medical doctor shall be exempt. The employee will not be discharged or disciplined if he or she conforms to an agreed upon policy established by the Union and Employer.

C. Employees - 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 actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."

B. 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.

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

#### **4. Rules - Disciplinary Actions - Grievances 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 systems.

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 (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be immediately reinstated with back pay. In all other cases:

1. Applicants testing positive for drug and alcohol use will not be hired.
2. Employees who refuse to cooperate with testing procedures will be terminated.
3. Employees found in possession of drugs, drug paraphernalia or alcohol on or about the company premises will be terminated.
4. Employees found selling or distributing drugs will be terminated.
5. 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 reassignment of duties is necessary. Should it be determined by your physician and the company that the ingestion of the prescribed medication will affect you to the degree there exists a safety hazard to yourself and other employees, the company, the union and the Employee will confer to attempt to accommodate the work assignment. The Company will attempt to accommodate your needs by making an appropriate reassignment. However, if with a reasonable degree of medical certainty you are not fit to perform the work assignment and a reassignment is not possible at that time, 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 collective bargaining agreement.

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

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

B. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During

the process of establishing reasonable cause for testing, the employee has the right to request his or her on-site representative to be present:

C. Testing may be required if an employee is involved in a work place accident/incident or if there is a work place injury;

D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, of up to 1-year period;

E. Employees may also be tested on a voluntary basis.

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

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

The Company will bear the costs of all testing procedures.

## REHABILITATION

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 advising the employee regarding medical benefits which may be available under the Company or Union health and welfare/insurance program.

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

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

## **ARTICLE VII**

### **Disputes and Grievances**

**Section 1 - Jurisdictional Disputes** - Disputes involving work jurisdiction shall be resolved in accordance with a certain "Plan for National Joint Board for Settlement of Jurisdiction Disputes," effective May 1, 1948, or any amendment thereto.

**Section 2 - Non-Jurisdictional Disputes and Grievances** - All disputes and grievances of any kind or nature whatsoever arising under the terms and conditions of this Agreement and all questions involving the interpretation of this Agreement shall be referred to a grievance committee consisting of two (2) members selected by the Employer and two (2) members selected by the Union. Either party shall be entitled to invoke the grievance procedure by calling a meeting within twenty-four (24) hours notice. Should the grievance committee be unable to resolve the issue submitted within a period of twenty-four (24) hours after the meeting, the matter shall then be referred to an impartial arbitrator who shall be selected as follows: Application shall be made to the American Arbitration Association to submit a panel of five (5) Arbitrators, from which each side shall alternately strike two names and the person whose name remains shall be the Arbitrator for the dispute. The Arbitrator thus selected shall conduct his or her Hearings and Proceedings in accordance with the Rules of the American Arbitration Association, except that he or she shall be obliged to render his or her decision within forty-eight (48) hours of the conclusion of his or her hearings or

procedures. The decision of the arbitrator shall be final and binding upon the parties. There shall be no strikes, work stoppages, slowdowns or lockouts during the arbitration.

At the request of either party, the negotiating sub-committees shall meet after the grievance and before arbitration for the express purpose of interpreting the contract clause in question, in attempt to avoid arbitration.

**Section 3 - Strikes and Lockouts** - It is agreed that there shall be no strikes, work stoppages, or slowdowns of any character whatsoever by the Union or its members and that there shall be no lockouts by the Employer during the term of this Agreement, except as hereinafter defined in Article VIII, Section 7 (Delinquency Procedure - Liquidated Damage Policy). If an Employer is in clear violation of the Agreement and his violation is not corrected on notice from the Business Manager, the Business Manager may call a strike against the violating Employer without observing the grievance and arbitration procedure. It shall not be a violation of this Agreement nor cause a discharge if an employee refuses to go through or work behind a picket line.

## **ARTICLE VIII**

### **Fringe Benefits & Miscellaneous Payments**

**Section 1 - Welfare Fund** - The Employer shall pay into a Health and Welfare Fund, which shall be a benefit plan maintained under Internal Revenue Code Section 125, established in accordance with the understanding and agreements between the parties hereto a sum equal to 16.0% of wages or guaranteed compensation which has been made to every operating engineer, oiler and apprentice engineer employed by the Employer.

In recognition of the serious non-union



competition, it is understood that the Business Manager of Local 542 for the purpose of making the Employer more competitive may reduce the contributions required by this Collective Bargaining Agreement to be paid into the Health & Welfare Fund with respect to certain specified hours on particular jobs known as "pinpointing". It is further understood that such "pinpointing" may be made only with respect to non-prevailing rate jobs.

Remittance reports shall be made by the Employer on forms provided for that purpose and may be combined with the reports made to the Pension Fund (Section 2), and the Apprentice Fund (Section 3), and the Supplemental Unemployment Benefit Fund (Section 4), Annuity Fund (Section 5 and 5A) Industry Fund (Section 6) and the Check-off (Section 8).

The remittance for the Welfare, Pension, Apprentice and Supplemental Unemployment Benefit Fund may be combined in one check. Effective May 1, 1997, the combined rate of contribution is 29.5% of wages as follows:

WELFARE	-	16.0%
PENSION	-	10.5%
APPRENTICE	-	1.0%
SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND	-	2.0%

A separate remittance must be made for the Union Check-off (Section 8) in the sum of 3.9% of wages, and a separate remittance must be made for the Annuity Fund (Sections 5 and 5A) and for the Industry Fund (Section 6).

Remittance reports shall include the name of the employee, social security number, the number of hours worked by each employee during each of the pay periods covered by the report and the total compensation paid.

Wages will include all guaranteed compensation made to every operating engineer, oiler and apprentice engineer employed by the Employer and shall include overtime compensation. Reports and payments shall be made monthly and not later than the twenty-fifth day of the month following the period covered by such reports.

**Section 2 - Pension Fund** - The Employer shall pay into a Pension Fund established in accordance with the understanding and agreements between the parties hereto, a sum equal to 10.5% of wages or guaranteed compensation which has been made to every operating engineer, oiler and apprentice engineer employed by the Employer.

Reports shall be submitted in accordance with Section 1 above.

**Section 3 - Apprenticeship & Training** - The Employer shall pay into an Apprentice Fund established in accordance with the understandings and agreements between the parties hereto a sum equal to 1.0% of wages or guaranteed compensation which has been made to every operating engineer, oiler and apprentice engineer employed by the Employer.

Reports shall be submitted in accordance with Section 1 above.

**Section 4 - Supplemental Unemployment Benefit Fund** - The Employer shall pay into a Supplemental Unemployment Benefit Fund established in accordance with the understandings and agreements between the parties hereto a sum equal to 2.0% of wages or guaranteed compensation which has been made to every operating engineer, oiler and apprentice engineer employed by the Employer.

Reports shall be submitted in accordance with Section 1 above.

**Section 5 - Annuity Fund - 5 County Heavy & Highway**

Effective May 1, 2000, each Employer shall pay into an Annuity Fund a sum in the amount of \$3.50 per hour for each hour for which payment has been made for each operating engineer and oiler employed by the Employer. Apprentice Annuity Contribution amounts are to be paid in accordance with Apprentice Rates located in Wage Schedule I.

Effective May 1, 2001, each Employer shall pay into an Annuity Fund a sum in the amount of \$4.00 per hour for each hour for which payment has been made for each operating engineer and oiler employed by the Employer. Apprentice Annuity Contribution amounts are to be paid in accordance with Apprentice Rates located in Wage Schedule I.

**Section 5A - Annuity Fund - 29 County Heavy & Highway**

Effective May 1, 2000, each Employer shall pay into an Annuity Fund a sum in the amount of \$3.50 per hour for each hour for which payment has been made for each operating engineer and oiler employed by the Employer. Apprentice Annuity Contribution amounts are to be paid in accordance with Apprentice Rates located in Wage Schedules II and III.

Effective May 1 2001, each Employer shall pay into an Annuity Fund a sum i the amount of \$4.00 per hour for each hour for which payment has been made for each operating engineer and oiler employed by the Employer. Apprentice Annuity Contribution amounts are to be paid in accordance with Apprentice Rates located in Wage Schedule II and III.

**Section 6 - Industry Advancement Fund - 5 County Heavy, Highway and 29 County Heavy & Highway - Effective May 1, 1997, each Employer shall pay into an Industry Advancement Fund a sum in the amount of \$0.05 per hour for each hour for which payment has been made for each operating**

engineer, oiler and apprentice engineer employed by the Employer.

**Section 7 - Delinquency Procedure - Liquidated Damage Policy Fringe Benefit Funds ("JOINT FUNDS")**

(1) All remittance reports and contributions are due no later than the twenty-fifth (25th) day of the month following the month for which they are attributable. A required contribution will be considered delinquent if not received in the Office of the Joint Funds by the twenty-fifth (25th).

(2) If a delinquent contribution is not paid by the last day of the month in which it is due, interest shall start to accrue on the delinquent amounts at the rate of ten percent (10%) per annum from the 1st day of the next month.

(3) If the delinquent contribution is not paid by the end of the month in which it is due, the Trustees, through the Office of the Joint Funds, will send written notice to the delinquent employer advising the employer that its contributions to the Plan are delinquent and that it is subject to interest on the delinquent contributions at the rate of ten percent (10%) per annum and to suit for collection thereof.

(4) If such delinquent contributions and interest are not, in fact, received within sixty (60) days of the date of the written reminder notice to the delinquent employer, the matter shall be referred to Counsel or the Joint Funds with instructions to proceed to collect same, unless prior arrangements for collection of contributions and interest has been agreed to by the Joint Funds Collection Manager, with the approval of Joint Funds' Counsel. If the matter is referred to Counsel for collection, Counsel will send written notice to the delinquent employer of the Joint Funds' intent to sue.

(5) Should a lawsuit be filed, the delinquent employer will be liable to the Joint Funds for the principal amount due plus interest at the rate set forth in paragraph 2 hereof, plus ten percent (10%)

liquidated damages, plus counsel fees and costs of the litigation plus audit fees, if necessary. Should the employer who received the written suit notice from Joint Funds' Counsel then remit the contributions before a complaint is filed, it will nevertheless be liable for ten percent (10%) per annum interest and Joint Funds' counsel fees and costs of litigation as aforesaid.

(6) In case of a delinquency becoming known as a result of a Fund audit, hour complaint or Union awareness, the delinquent amount will accrue interest from the 1st day of the month following the due date of the contribution. The interest rate shall be the rate of ten percent (10%) per annum.

(7) Upon completion of audit, the Trustees, through the Office of the Joint Funds, will send written audit notice to the delinquent employer of the delinquent amount plus the interest charges in the amount of ten percent (10%) per annum.

(8) The delinquent employer shall be notified that if such delinquent contributions and interest are not paid within thirty (30) days after the date of written audit notice, the matter shall be referred to Counsel or the Joint Funds with instructions to proceed to collect the delinquent amount plus the ten percent (10%) interest thereon plus liquidated damages of ten percent (10%).

(9) The liquidated damages shall be ten percent (10%) if suit is filed for the delinquent contributions. Should the delinquent employer remit the contributions before suit is actually filed, it will, nevertheless, be liable for interest charges in the amount of ten percent (10%) per annum plus Joint Funds' Counsel fees.

(10) If the audit reveals an under reporting of funds by ten percent (10%) or more for the period encompassed by the audit, the audited employer shall be required to pay the Joint Funds' cost of auditing, irrespective of whether suit is filed.

(11) If the delinquent contribution and/or interest thereon, and/or audit fees and expenses, if any, are not paid into the Joint Funds by the dates

set forth, the matter shall be referred to the Joint Funds' Counsel with instructions to file suit, unless prior arrangements for collection of contributions and interest has been agreed to by the Joint Funds' Collection Manager, with the approval of Joint Funds' Counsel. In the event a complaint is filed, the delinquent employer shall pay the delinquent amount due, plus ten percent (10%) per annum interest thereon, plus ten percent (10%) liquidated damages, plus audit fees and expenses, plus Joint Funds' counsel fees, court costs and expenses incurred.

Should an employer continue delinquent in its reports and payments as herein above mentioned, the Union will have the right to withhold employees covered by this Agreement from the employer, and the employer will, nevertheless, be obliged to continue the employees' wages at the guaranteed rate until such time as the delinquent reports and payments have been made in accordance with the above sections, the no- strike clause notwithstanding, provided, however that:

(1) No employees shall be withheld from an employer under this section where the employer has posted a bond and/or cash to secure its obligation to make reports and payments to the Joint Funds as hereinabove mentioned; provided that the amount of the bond so posted and/or cash deposited as security is sufficient to satisfy all debts, arrearages, delinquencies due the Joint Funds.

(2) No employees shall be withheld from an employer under this section until (1) the Office of the Joint Funds shall have first communicated with the said employer apprizing it of the delinquency or arrearage, and (2) in the event that the said employer fails to satisfy all of its obligations to the Joint Funds after receiving notification from the Office of the Joint Funds the Collection Manager of the Joint Funds shall contact the employer and make arrangements for the immediate payment of all monies due the Joint Funds. In the event that the delinquent employer shall not have satisfied his or her

obligation, debts, arrearages or delinquencies to the Joint Funds after having been contacted by the Office of the Joint Funds and the Collections Manager of the Joint Funds as herein above provided, the Union shall have the right to withhold its employees as is more fully set forth in the first sentence of this paragraph.

(3) In addition to the preceding, the Trustees and/or Administrator of the Joint Funds reserve the right to require a delinquent employer to post a bond in the amount of \$25,000.00 and/or make its contributions on a weekly basis.

**Section 8 - Check-Off** - The Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer, proper legal authorizations for such deductions, supplemental union membership dues in the sum of 3.9% of wages. Reports shall be submitted in accordance with Section 1 above.

Any Employer who fails to report or make payments as provided for herein shall be subject to the same terms and conditions as provided for in this Article VIII, Section 7.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written:

LOCAL UNION 542, INTERNATIONAL  
UNION OF OPERATING ENGINEERS

---

ROBERT HEENAN

THE CONTRACTORS ASSOCIATION OF  
EASTERN PENNSYLVANIA

---

JOSEPH M. MARTOSELLA

---

JOHN R. SMITH, JR.

DATE: MAY 1, 2000

ADDENDUM TO THE COLLECTIVE  
BARGAINING AGREEMENT BETWEEN  
OPERATING ENGINEERS LOCAL 542  
AND THE CONTRACTORS ASSOCIATION  
OF EASTERN PENNSYLVANIA

The parties do hereby agree that the following shall be affixed as an addendum to the current collective bargaining agreement between Local 542 and the Contractors Association effective May 1, 2000 through April 30, 2004:

No oilers - 5 County Area - except on truck cranes when any of the following is exceeded.

- (i) three (3) moves of the crane per day.
- (ii) Any move of the crane of more than 400 feet.
- (iii) Any move of the crane where the operator must remain in the crane cab for safety reasons. (e.g. a load on the hook).
- (iv) If second person is needed, he or she will be an operating engineer.
- (v) Compensation for the operator will be as provided for in Article IV, Section 18 "The benefit herein provided is allowed in lieu of an apprentice/oiler, and any time spent in work in excess of the eight (8) hour work day will be paid at the applicable overtime rate of pay without offset for the additional one (1) hour of pay in lieu of an apprentice/oiler."

INTERNATIONAL UNION OF  
OPERATING ENGINEERS - LOCAL 542

---

ROBERT HEENAN, BUSINESS MANAGER

CONTRACTORS ASSOCIATION OF  
EASTERN PENNSYLVANIA

---

JOSEPH M. MARTOSELLA

---

JOHN R. SMITH, JR., GENERAL MANAGER



**WAGE SCHEDULE I**  
**HEAVY/HIGHWAY CONSTRUCTION - 5 COUNTY AREA BUCKS, CHESTER, DELAWARE, MONTGOMERY AND PHILADELPHIA**

**WAGE GROUP I****HOURLY RATE ON A WEEKLY BASIS**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
Handling steel, or the functional equivalent, and stone in connection with erection				
Cranes doing hook work	\$26.14	\$26.99	\$28.15	\$29.31
Any machine handling machinery				
Cable spinning machine				
Helicopters				
High rail/burro crane				
Rail loader (winch boom type)				
Machines similar to above (including remote control machines)				
	PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01) per hour			
	Health & Welfare Surcharge \$1.58 per hour			
	S.U.B. Surcharge 0.18 per hour			
	Industry Fund 0.05 per hour			
	Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.			

**WAGE GROUP II****5/1/00 5/1/01 5/1/02 5/1/03**

All types of cranes				
All types of backhoes	\$25.89	\$26.74	\$27.90	\$29.06
Cableways				
Draglines				

**WAGE GROUP II (CONTINUED)**

Keystones  
 All types of shovels  
 Derricks  
 Pavers 21E and over  
 Trenching machines  
 Trench shovels  
 Gradalls  
 Front-end loaders  
 Boat captain  
 Hoist with two towers  
 Building Hoists - Double Drum (unless used as a single drum)  
 Pippin type backhoes  
 Tandem scrapers  
 Tower type crane operation, erecting, dismantling,  
 jumping or jacking  
 Drills self-contained, (Drillmaster type)  
 Fork lift (20ft. and over)  
 Motor patrols (fine grade)  
 Batch plant with mixer  
 Carryalls, scrapers, toumapulls  
 Roller (high grade finishing)

**HOURLY RATE ON A WEEKLY BASIS**

5/1/00	5/1/01	5/1/02	5/1/03
\$25.89	\$26.74	\$27.90	\$29.06

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$1.58 per hour  
 S.U.B. Surcharge 0.18 per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP II (Continued)****HOURLY RATE ON A WEEKLY BASIS**

Spreaders (asphalt)  
 Bulldozers and tractors  
 Mechanic-welder  
 Conveyor loaders (Euclid-type wheel)  
 Concrete pumps  
 Milling machine  
 Mucking machines in tunnel  
 Bob cat  
 Side boom  
 Directional boring machines  
 Vermeer saw type machines (other than hand held)  
 Tractor mounted hydro axe  
 Chipper with boom  
 All autograde and concrete finishing machines  
 Bundle pullers/extractors (tubular)  
 Production switch tamper  
 Ballast regulators  
 Tie replacer  
 Rail/road loader  
 Power jack liner  
 Machines similar to the above (including remote control machines)

**5/1/00 5/1/01 5/1/02 5/1/03**  
 \$25.89 \$26.74 \$27.90 \$29.06

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$1.58 per hour  
 S.U.B. Surcharge 0.18 per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP III**

Asphalt plant engineers  
 Conveyors (except building conveyors)  
 Well drillers  
 Fork lift trucks of all types  
 Ditch witch (small trencher)

Motor patrols  
 Fine grade machines  
 Ten-ton roller (grade fill stone base)  
 Concrete breaking machines (guillotine only)  
 High or low pressure boilers  
 Machines similar to the above (including remote control machines)

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$22.42 \$23.27 \$24.43 \$25.59

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$0.86 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.**WAGE GROUP IV**

Seaman pulverizer  
 Form line grader  
 Farm tractors  
 Road finishing machines  
 Concrete spreaders

**5/1/00 5/1/01 5/1/02 5/1/03**

\$22.11 \$22.96 \$24.12 \$25.28

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

**WAGE GROUP IV (CONTINUED)**

Power broom (self contained)

Seed spreader

Grease truck

Machines similar to the above (including remote control machines)

Health &amp; Welfare Surcharge \$0.86 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.**WAGE GROUP V**

Compressors

Pumps

Well point pumps

Conveyors (building)

Welding machines

Heaters

Tireman, power equipment

Maintenance engineers (power boats)

Miscellaneous equipment operator

Machines similar to the above (including remote control machines)

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$20.39 \$21.24 \$22.40 \$23.56

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$0.87 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

**WAGE GROUP VI**

Fireman  
 Oilers and deck hands (personnel boats)  
 Grease truck helper

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$19.40 \$20.25 \$21.41 \$22.57

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$0.87 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B**WAGE GROUP VII - TOXIC/HAZARDOUS WASTE REMOVAL**

(A) Group I Type Equipment and machinery will be paid the Wage Group I wage rate plus twenty (20%) percent

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$31.37 \$32.39 \$33.78 \$35.17

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$2.01 per hour

S.U.B. Surcharge 0.15 per hour

**WAGE GROUP VII (A) CONTINUED**

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

(B) Group II Type Equipment and machinery will be paid the Wage Group II wage rate plus twenty (20%) percent

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$31.07 \$32.09 \$33.48 \$34.87

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$1.95 per hour

S.U.B. Surcharge 0.16 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.**WAGE SCHEDULE I**

The hourly rate for all classifications listed on the daily basis shall be twenty-five (\$0.25) cents per hour in addition to the hourly rate on the weekly basis.

### **WAGE SCHEDULE I (CONTINUED)**

The rate of wages for a Lead Engineer shall be one (\$1.00) dollar above the highest rate of pay of any Engineer employed on a weekly basis by the Employer on the same project. Assistant Lead Engineer, when employed, shall be paid seventy-five (\$0.75) cents per hour above the highest rate of pay of any Engineer; employed on a weekly basis by the Employer on the same project.

When there are eight (8) or more operating engineers on a shift, one of those operating engineers designated a steward by the union from among those employed on the job shall receive an additional fifty (\$0.50) cents over his or her Wage Group rate classification.

All mixers under 21E with power loading skip shall be operated by an apprentice engineer or oiler.

On all machines with booms including jibs, masts and leads 100 ft. and over, thirty-five (\$0.35) cents per hour additional will be paid for each increment of 25' over 100'. On cranes with booms (including jibs, masts and leads) 200 ft. and over, two (2) operators will be required. When 2 operators are employed, no oiler will be required. Booms to be measured from the ground up.

All derricks shall require an apprentice engineer or oiler. One apprentice engineer or oiler shall service three (3) guy derricks when under the direction of one Employer or contractor when working in conjunction with each other.



---

---

**SCHEDULE I**  
**SCHEDULE OF OPERATING ENGINEERS**  
**APPRENTICE WAGE RATES FOR**  
**5 COUNTY HEAVY & HIGHWAY CONSTRUCTION**

---

**1ST YEAR APPRENTICE**      **5/1/00**   **5/1/01**   **5/1/02**   **5/1/03**

\$13.27   \$14.12   \$15.28   \$16.44

PLUS: Annuity \$2.50 (5/1/00)

\$3.00 (5/1/01) per hour

Health & Welfare Surcharge

\$0.89 per hour

S.U.B. Surcharge      0.10 per hour

Industry Fund      0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.

---

**2ND YEAR APPRENTICE**      **5/1/00**   **5/1/01**   **5/1/02**   **5/1/03**

\$14.74   \$15.59   \$16.75   \$17.91

PLUS: Annuity \$2.50 (5/1/00)

\$3.00 (5/1/01) per hour

Health & Welfare Surcharge

\$0.89 per hour

S.U.B. Surcharge      0.10 per hour

Industry Fund      0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.

---

**3RD YEAR APPRENTICE**      **5/1/00**   **5/1/01**   **5/1/02**   **5/1/03**

\$16.21   \$17.06   \$18.22   \$19.38

PLUS: Annuity \$2.50 (5/1/00)

\$3.00 (5/1/01) per hour

Health & Welfare Surcharge

\$0.88 per hour

S.U.B. Surcharge      0.10 per hour

Industry Fund      0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.

---

---

**4TH YEAR  
APPRENTICE****5/1/00 5/1/01 5/1/02 5/1/03**

\$16.91 \$17.76 \$18.22 \$20.08

PLUS: Annuity \$3.50 (5/1/00)

\$4.00 (5/1/01) per hour

Health &amp; Welfare Surcharge

\$0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension. Apprentice & S.U.B.

---

**WAGE SCHEDULE II**  
**HIGHWAY CONSTRUCTION - 29 COUNTY AREA**

**WAGE GROUP I**

Pile drivers or engineers working with dock builders  
and pile drivers  
All types of cranes  
All types of backhoes  
Draglines  
Keystones  
All types of shovels  
Derricks  
Trench shovels  
Trenching machines  
All pavers  
Gradalls  
All front end loaders  
Tandem scrapers  
Pippin type backhoes  
Boat captains  
Batch plant with mixer  
Drills, self contained (Drill Master type)  
CMI autograde

**HOURLY RATE**

<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
\$19.13	\$19.52	\$20.30	\$21.08

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour  
Health & Welfare Surcharge \$1.35 per hour  
S.U.B. Surcharge 0.11 per hour  
Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for  
Health & Welfare, Pension, Apprentice & S.U.B.

**WAGE GROUP I (Continued)**

Milling machine  
 Vermeer saw  
 Conveyor loader (Euclid type)  
 Scrapers and tournapulls  
 Bulldozer and tractors  
 Motor patrols  
 Concrete pumps  
 Mechanic-welders  
 High rail/burro crane  
 Rail loader (winch boom type)  
 Production switch tamper  
 Ballast regulators  
 Tie replacer  
 Rail/road loader  
 Power jack liner  
 Machines similar to the above (including remote control machines)

**WAGE SCHEDULE II (CONTINUED)****HOURLY RATE**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$19.13	\$19.52	\$20.30	\$21.08

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$1.35 per hour  
 S.U.B. Surcharge 0.11 per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for  
 Health & Welfare, Pension, Apprentice & S.U.B.

**WAGE GROUP II**

Spreaders  
 Asphalt plant engineers  
 Grease truck

**HOURLY RATE**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$18.19	\$18.58	\$19.36	\$20.14

**WAGE GROUP II (CONTINUED)**

Rollers (high grade finishing)  
Fork lifts 20ft and over

Machines similar to the above (including remote control machines)

**HOURLY RATE**

**5/1/00 5/1/01 5/1/02 5/1/03**

18.19 \$18.58 \$19.36 \$20.14

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health & Welfare Surcharge \$1.08 per hour

S.U.B. Surcharge 0.08 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

**WAGE GROUP III**

Welding machines

Well points

Compressors

Pumps

Heaters

Farm tractors

Form line graders

Ditch witch type trencher

Road finishing machines

Concrete breaking machines

**HOURLY RATE**

**5/1/00 5/1/01 5/1/02 5/1/03**

\$17.63 \$18.02 \$18.80 \$19.58

**WAGE GROUP III (CONTINUED)**

Rollers  
 Miscellaneous equipment operator  
 Seaman pulverizing mixer  
 Power broom  
 Seeding spreader  
 Tire man - (for power equipment)  
 Conveyor Loaders other than Euclid type  
 Conveyors  
 Fork lifts under 20ft.  
 Machines similar to the above (including remote control machines)

**HOURLY RATE ON****5/1/00 5/1/01 5/1/02 5/1/03**

\$17.63 \$18.02 \$18.80 \$19.58

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour

Health &amp; Welfare Surcharge \$0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP IV**

Fireman

**5/1/00 5/1/01 5/1/02 5/1/03**

\$17.20 \$17.59 \$18.37 \$19.15

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour

Health &amp; Welfare Surcharge \$0.88 per hour

S.U.B. Surcharge 0.09 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP V**

Oilers and deck hands  
(Personnel boats)

**HOURLY RATE**

	5/1/00	5/1/01	5/1/02	5/1/03
	\$16.68	\$17.07	\$17.85	\$18.63
PLUS: Annuity	\$3.50 (5/1/00)		\$4.00 (5/1/01)	
per hour				
Health & Welfare Surcharge	\$0.87 per hour			
S.U.B. Surcharge	0.10 per hour			
Industry Fund	0.05 per hour			

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

**WAGE GROUP VI**

On all machines with booms  
(including jibs, masts, leads, etc.) 100ft.

**5/1/00 5/1/01 5/1/02 5/1/03**

	\$19.36	\$19.75	\$20.53	\$21.31
PLUS: Annuity	\$3.50 (5/1/00)		\$4.00 (5/1/01)	
per hour				
Health & Welfare Surcharge	\$1.34 per hour			
S.U.B. Surcharge	0.12 per hour			
Industry Fund	0.05 per hour			

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

On all machines with booms, jibs, masts, and leads 100' and over, twenty-five (\$0.25) cents per hour additional will be paid for each increment of 25' over 100'

**WAGE GROUP VII - TOXIC/HAZARDOUS WASTE REMOVAL**

(A) Group I type equipment and machinery will be paid the Wage Group I wage rate plus twenty (20%) percent.

**HOURLY RATE****5/1/00 5/1/01 5/1/02 5/1/03**

\$22.96 \$23.42 \$24.36 \$25.30

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$1.62 per hour

S.U.B. Surcharge 0.14 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

(B) Group II type equipment and machinery will be paid the Wage Group II wage rate plus twenty (20%) percent.

**5/1/00 5/1/01 5/1/02 5/1/03**

\$21.63 \$22.30 \$23.23 \$24.17

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$1.29 per hour

S.U.B. Surcharge 0.11 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension, Apprentice & S.U.B.



## **SCHEDULE II (CONTINUED)**

Lead Engineer shall be employed when ten (10) operators (excluding oilers/apprentices) are employed by the Employer on any one project.

The rate of wages for Lead Engineers shall be one (\$1.00) dollar above highest rate of any engineer employed by the Employer on the same project.

An Assistant Lead Engineer shall be employed after 25 employees and for each multiple of 25 covered by this Agreement. The rate of wages for the Assistant Lead Engineer shall be ten (\$0. 10) cents per hour less than the Lead Engineer.

It is the intent of the Union to have working Assistant Lead Engineer(s) under the 29 County Highway Agreement and his or her duties as a mechanic or any other appropriate work will be discussed at the pre job or pre-bid conference for each job.

---

**SCHEDULE II**
**29 COUNTY HIGHWAY  
OPERATING ENGINEERS APPRENTICE  
WAGE RATES**
**1ST YEAR APPRENTICE**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$10.87	\$11.26	\$12.04	\$12.82

PLUS: Annuity \$2.50 (5/1/00)

\$3.00 (5/1/01) per hour

Health &amp; Welfare Surcharge

0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

 Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.
 

---

**2ND YEAR APPRENTICE**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$12.35	\$12.74	\$13.52	\$14.30

PLUS: Annuity \$2.50 (5/1/00)

\$3.00 (5/1/01) per hour

Health &amp; Welfare Surcharge

0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

 Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.
 

---

**3RD YEAR APPRENTICE**

	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$13.82	\$14.21	\$14.99	\$15.77

PLUS: Annuity \$2.50(5/1/00)

\$3.00 (5/1/01) per hour

Health &amp; Welfare Surcharge

0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

 Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.
 

---

**4TH YEAR  
APPRENTICE**

**5/1/00 5/1/01 5/1/02 5/1/03**

\$14.51 \$14.90 \$15.68 \$16.46

PLUS: Annuity \$3.50(5/1/00)

\$4.00 (5/1/01) per hour

Health & Welfare Surcharge

0.88 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension, Apprentice & S.U.B.

---

**WAGE SCHEDULE III**  
**HEAVY CONSTRUCTION - 29 COUNTY AREA**

**WAGE GROUP I**

Machines doing hook work  
 Any machine handling machinery  
 Cable spinning machines  
 Helicopters  
 Machines similar to the above (including remote control machines)

**HOURLY RATE ON A WEEKLY BASIS**  
**5/1/00 5/1/01 5/1/02 5/1/03**

\$21.11 \$21.50 \$22.28 \$23.06

PLUS: Annuity \$3.50 (5/1/00)\$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$1.35 per hour  
 S.U.B. Surcharge 0.11 per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP II**

All types of cranes  
 All types of backhoes  
 Cableways  
 Draglines

**5/1/00 5/1/01 5/1/02 5/1/03**  
 \$20.83 \$21.22 \$22.00 \$22.78

**WAGE GROUP II (CONTINUED)**

Keystones

All type of shovels

Derricks

Trench shovels

Trenching machines

Hoists with two towers

All pavers

All types of overhead cranes

Building hoists (double drum)

Gradalls

Mucking machines in tunnel

All front end loaders

Tandem scrapers

Pippin type backhoes

Boat captains

Batch plant operators (concrete)

Drills, self-contained rotary drills

Fork lifts, 20 ft. lift and over

Scrapers and tournapulls

Spreaders

Bulldozers and tractors

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$20.83 \$21.22 \$22.00 \$22.78

PLUS: Annuity \$3.50 5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$1.34 per hour

S.U.B. Surcharge 0.12 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

**WAGE GROUP II (CONTINUED)**

Rollers (high grade finishing)

Mechanic-welder

Motor patrols

Concrete pumps

Grease truck

Machines similar to the above (including remote control machines)

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$20.83 \$21.22 \$22.00 \$22.78

**WAGE GROUP III**

Conveyors

Building hoists (single drum)

High or low pressure boilers

Well drillers

Asphalt plant engineers

Ditch witch type trenchers

Drill helper - self contained rotary drills

Core drill operator

Fork lift trucks under 20 ft. lift

Fine grade machines

Machines similar to the above (including remote control machines)

**5/1/00 5/1/01 5/1/02 5/1/03**

\$18.29 \$18.68 \$19.46 \$20.24

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$0.87 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension, Apprentice & S.U.B.

**WAGE GROUP IV**

Welding machines

Well points

Compressors

Pumps

Heaters

Farm tractors

Form line graders

Road finishing machines

Concrete breaking machines

Rollers

Seaman pulverizing mixer

Power broom

Seeding spreader

Tire man (for power equipment)

Miscellaneous equipment operator

Machines similar to the above (including remote control machines)

**HOURLY RATE ON A WEEKLY BASIS****5/1/00 5/1/01 5/1/02 5/1/03**

\$17.16 \$17.55 \$18.33 \$19.11

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour

Health &amp; Welfare Surcharge \$0.87 per hour

S.U.B. Surcharge 0.10 per hour

Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension, Apprentice & S.U.B.**WAGE GROUP V**

Fireman

**5/1/00 5/1/01 5/1/02 5/1/03**

\$16.70 \$17.09 \$17.87 \$18.65

**WAGE GROUP V (CONTINUED)**

PLUS: Annuity \$3.50(5/1/00) \$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$0.87 per hour  
 S.U.B. Surcharge 0.10 per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.

**WAGE GROUP VI**

Oilers and deck hands (personnel boats)  
 Core drill helper

**HOURLY RATE ON A WEEKLY BASIS**  
**5/1/00 5/1/01 5/1/02 5/1/03**

\$15.82 \$16.21 \$16.99 \$17.77

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
 per hour  
 Health & Welfare Surcharge \$0.87 per hour  
 S.U.B. Surcharge 0.10per hour  
 Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
 Pension, Apprentice & S.U.B.



**WAGE GROUP VII - TOXIC/HAZARDOUS WASTE REMOVAL**

(A) Group I type equipment and machinery will be paid the Wage Group I wage rate plus twenty (20%) percent.

**HOURLY RATE ON A WEEKLY BASIS**

<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
\$25.33	\$25.80	\$26.74	\$27.67

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour  
Health & Welfare Surcharge \$1.57 per hour  
S.U.B. Surcharge 0.18 per hour  
Industry Fund 0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

(B) Group II type equipment and machinery will be paid the Wage Group II wage rate plus twenty (20%) percent.

<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
\$25.00	\$25.46	\$26.40	\$27.43

PLUS: Annuity \$3.50 (5/1/00) \$4.00 (5/1/01)  
per hour  
Health & Welfare Surcharge \$1.57 per hour

S.U.B. Surcharge	0.18 per hour
Industry Fund	0.05 per hour

Plus 29.5% of Gross Wages for Health & Welfare,  
Pension, Apprentice & S.U.B.

---

### **SCHEDULE III (CONTINUED)**

The hourly rates on the daily basis shall be twenty-five (\$0.25) cents per hour in addition to the hourly rate on the weekly basis listed for each classification.

The rate of wages for a Lead Engineer shall be one dollar fifty (\$1.50) cents per hour above the highest rate of pay of any Engineer employed on a weekly basis for the same Employer on the same project. The Assistant Lead Engineer, when employed, shall be paid ninety (\$0.90) cents per hour above the highest rate of pay of any Engineer employed on a weekly basis by the Employer on the same project.

All mixers under 21E with power loading skip shall be operated by an apprentice engineer or oiler.

On all machines with booms, jobs, masts and leads 100' and over, fifty (\$0.50) cents per hour additional will be paid for each increment of 25' over 100' and up to 200'. Seventy-five (\$0.75) cents per hour additional will be paid for each increment of 25' over 200'. Booms to be measured from the ground up.

On machines, with booms (including jibs, masts, and leads, etc.), 200 ft. and over, two operators are required.

All derricks shall require an apprentice engineer or oiler. The apprentice or oiler shall service three (3) guy derricks when under the direction of one Employer or contractor when working in conjunction with each other.

**SCHEDULE III**  
**HEAVY CONSTRUCTION 29 COUNTY**  
**OPERATING ENGINEER APPRENTICE WAGE RATES**

<b>1ST YEAR APPRENTICE</b>	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$11.00	\$11.39	\$12.17	\$12.95
	PLUS: Annuity \$2.50 (5/1/00)			
	\$3.00 (5/1/01) per hour			
	Health & Welfare Surcharge			
			\$0.88	per hour
	S.U.B. Surcharge		0.10	per hour
	Industry Fund		0.05	per hour
	Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.			
<b>2ND YEAR APPRENTICE</b>	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$12.45	\$12.84	\$13.62	\$14.40
	PLUS: Annuity \$2.50 (5/1/00)			
	\$3.00 (5/1/01) per hour			
	Health & Welfare Surcharge			
			\$0.88	per hour
	S.U.B. Surcharge		0.10	per hour
	Industry Fund		0.05	per hour
	Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.			
<b>3RD YEAR APPRENTICE</b>	<b>5/1/00</b>	<b>5/1/01</b>	<b>5/1/02</b>	<b>5/1/03</b>
	\$13.93	\$14.32	\$15.10	\$15.88
	PLUS: Annuity \$2.50 (5/1/00)			
	\$3.00 (5/1/01) per hour			
	Health & Welfare Surcharge			
			\$0.88	per hour
	S.U.B. Surcharge		0.10	per hour
	Industry Fund		0.05	per hour
	Plus 29.5% of Gross Wages for Health & Welfare, Pension, Apprentice & S.U.B.			

---

**4TH YEAR  
APPRENTICE**

**5/1/00 5/1/01 5/1/02 5/1/03**

\$14.62 \$15.01 \$15.79 \$16.57

PLUS: Annuity \$3.50 (5/1/00)

\$4.00 (5/1/01) per hour

Health & Welfare Surcharge

\$0.88 per hour

S.U.B. Surcharge

0.10 per hour

Industry Fund

0.05 per hour

Plus 29.5% of Gross Wages for Health &  
Welfare, Pension, Apprentice & S.U.B.

---