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6,500 workers

ENGINEERS' AGREEMENT

Entered into Between

LOCAL UNION No. 66, 66A, B, C, D and R
International Union
of Operating Engineers

and

THE MASTER BUILDERS' ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.

COVERING ELEVEN COUNTIES

- | | | |
|-----------|----------|--------------|
| Allegheny | Fayette | Mercer |
| Armstrong | Greene | Washington |
| Beaver | Indiana | Westmoreland |
| Butler | Lawrence | |



SIC 1540

Effective: JULY 1, 1998 to MAY 31, 2005

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MASTER BUILDER AGREEMENT

This Agreement is entered into this 1st day of July, 1998, by and between the Master Builders' Association of Western Pennsylvania, Inc., as the negotiating Agent for its members, hereinafter referred to as "Employers", and Local Union No. 66, 66A, B, C, D, O and R of Monroeville, Pennsylvania, hereinafter referred to as the Union, for the purpose of establishing the rate of wages, hours of work, conditions under which Employees shall work for the Employer, and to facilitate, without resort to strikes, slowdowns, or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the Employer and the Employees engaged in Building Construction or Hazardous/Toxic Waste handling, removal or disposal work incidental to the work covered by the scope of this agreement in eleven (11) counties as follows: Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Mercer, Washington and Westmoreland.

This Agreement is negotiated by the Master Builders' Association of Western Pennsylvania, Inc., acting as agent only for its present and future members and associate members who have authorized the Association to bargain for them. The Union shall be notified promptly of all future members or associate members admitted into the Association. In the event any

of the above mentioned members discontinue their membership the provisions of this Agreement shall remain fully binding on them for the duration of this Agreement.

This agreement covers all hoisting, lowering, excavation, site grading, under 200,000 cubic yards, back-filling and removal of debris, earth and rock, placing and setting of material, (paving inside buildings - bituminous and concrete), including the assembly and disassembly operation, maintenance and repair of equipment in connection with the construction or Hazardous/Toxic waste work within the jurisdiction of this Agreement, maintenance, alterations, repair of hospitals, schools, power plants, churches, laboratories, warehouses, commercial buildings, apartments, housing projects, sports arenas, stadiums, swimming pools, open air theaters, pump stations, industrial buildings and foundations, exposed tanks and foundations, structural steel for bridges, building areas for military installations, atomic power projects, gas stations, supermarkets and restaurants, all structural framework for piping installations, demolition of all building and demolition of all steel structures, all hydroelectric stations, all substations, sewage disposal and treatment plants, water treatment plants, all sheltered dry docks and graving docks and moving of all structures. Master Builders' Association contractors who are signed to both

the current MBA Engineer's Agreement and, either the CAWP Heavy & Highway Agreement or the Independent Heavy & Highway Agreement, will have the option of using either the Master Builders' Agreement or the Heavy & Highway Agreement for site excavation on projects of 100,000 cubic yards or more. It is further understood that the applicable prevailing wage will prevail. The conditions of the contract being used will prevail. All equipment being used in the performance of work including the off-site loading of materials to be delivered to the job or project site shall be manned as outlined in this Agreement. This shall not apply to materials being used in the actual construction of the job or project that is normally supplied by an established supplier.

It is further agreed that the paving of parking lots and driveways; and sewer and water lines to within ten (10) feet of the building line on both industrial and commercial building sites shall not be done under the terms and conditions of this Agreement regardless of planned yardage.

All work on Industrial and Commercial Building Sites in the geographical area covered by this Agreement except that which is excluded in the above must be done under Building Trades rates and conditions.

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

ARTICLE I

Unaffiliated Contractors

Section 1. It is understood and agreed that associate members of the Master Builders' Association of Western Pennsylvania, Inc., shall be considered as bound by and entitled to the *benefits and privileges* of this Agreement by compliance with same at all times.

Section 2. Any General Contractor not affiliated with the Master Builders' Association of Western Pennsylvania, Inc., and not in signed agreement with the Union, may assume the benefits herein by joining the Association.

Section 3. Membership in the Master Builders' Association of Western Pennsylvania, Inc., may be available at any time to an Employer who is under signed agreement with the Union. However, the benefits and obligations of this

agreement will not be available to them until thirty (30) days after notification to the Union by certified mail that the Employer has been accepted into the Association.

ARTICLE II

Term of Agreement

Section 1. The term of this Agreement shall be from July 1, 1998 to May 31, 2005 for all jobs bid after July 1, 1998.

Section 2. Should the Employers or the Union desire to change or terminate this Agreement on May 31, 2005, notification by the party requesting same must be submitted in writing by certified mail to the other party not less than ninety (90) days prior to May 31, 2005, otherwise this agreement shall continue in full force and effect until May 31, 2006, and annually thereafter in the absence of such notification.

Section 3. It is further agreed that should either party make a request that this Agreement be terminated on May 31, 2005 or on any annual renewal dates thereafter, that they pledge themselves to hold a conference meeting within sixty (60) days from the time request is made.

Section 4. There shall be a meeting scheduled every three (3) months between representatives of the Master Builders' Association of Western Pennsylvania, Inc., and representatives of Local No. 66 of the International Union of Operating Engineers for the purpose of consideration of any *problems that may have developed within the three (3) month period.*

ARTICLE III

Union Shop

Section 1. The Employers and the Union, parties to this Agreement, hereby agree that they will not discriminate against any applicant for membership or non-membership in the Union *except as otherwise provided for in Article VIII, Referral Agreement.* All new employees covered by this Agreement, hired by the Employer after the execution of this Agreement, must come through the Referral Office. If the Union is unable to fill the request and the Employer hires an Employee for the job as specified from any other *source, the Union must be notified by telephone or otherwise prior to said Employee being placed at work.*

Section 2. Any new Employee, not already a member of the Union, shall as a condition of continued employment, apply for membership

in the Union not later than the eighth (8th) day after employment by the Employer.

Section 3. The Employer shall discharge, upon written request of the Union, any Employee who has failed or refused to comply with Section 2 above.

Section 4. The Union shall be the sole bargaining representative for the workmen employed on the work covered by this Agreement.

ARTICLE IV

Declaration of Principles

Section 1. There shall be no limitation as to the amount of work a man shall perform during his working day.

Section 2. There shall be no restriction of the use of any safe, raw or manufactured material, except prison-made.

Section 3. The workmen shall be at their place of work at the starting time and shall remain at their place of work until regular quitting time.

Section 4. The use of Apprentices shall not be prohibited.

ARTICLE V

New Work Notice - Job Conference

Section 1. It is agreed that no Contractor covered by this Agreement shall start a project or job, requiring Operating Engineers, without notifying the Union Office. Upon request of either party a pre-job conference shall be held between the Contractor and the Union at the job site or other agreed upon place.

Section 2. All understandings reached at such meetings shall be reduced to writing and signed by the designated Representatives of the Employer and the Union. Such understandings shall be within the scope and terms of this Agreement.

Section 3. Should the Contractor fail to comply with the provisions of this Article the job or project found to be in violation shall be subject to a work stoppage after a forty-eight (48) hour written notice to the Contractor and the Association.

ARTICLE VI

Subletting

Section 1. With respect to work covered by this Agreement to be done at the job site of the construction:

- a. The terms and conditions of this Agreement, insofar as they affect the Employer, shall apply equally to any Sub-Contractor under the control of or working under contract with such Employer on any work covered by this Agreement, and said Sub-Contractor with respect to such work shall be considered the same as an Employer covered hereby.
- b. That if an Employer shall sub-contract work as herein defined, provisions shall be made in such sub-contract for the observance by said Sub-Contractor of the terms of this Agreement.
- c. A Subcontractor is defined as any person, other than an Employee covered by this Agreement, firm or corporation who agrees, orally or in writing, to perform for or on behalf of an Employer any part or portion of the work on the job site covered by this Agreement, including the operation of equipment, performance of labor and installation of materials.
- d. The Contractor agrees to notify the Union as to the name of any Sub-Contractor prior to the time the Sub-Contractor commences work on the job or project. The Sub-Contractor shall be bound by the provisions of Article V (New Work Notice).

ARTICLE VII

Special Conditions

Section 1. On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, and are of three (3) or more days duration, the Employer, with the consent of the Union, may institute a shift which will be paid in accordance with the Article governing Shift Work. For "Owners Special Conditions", the normal established work day will be:

1st Shift: 8:00 a.m. - 4:30 p.m.
 (8 hours for 8 hours pay)

2nd Shift: 4:30 p.m. - 12:30 a.m.
 (7 1/2 hours for 8 hours pay)

3rd Shift: 12:30 a.m. - 8:00 a.m.
 (7 hours for 8 hours pay)

When an odd shift is required, the shift schedule in which the majority of hours are worked shall apply. When an odd shift is required that splits the hours worked equally, the following shift schedule shall apply: If the third shift is scheduled and the majority of hours worked falls in the first shift, it is understood, the third shift schedule shall apply.

The above conditions will be decided at the pre-job conference.

Section 2. Individually powered pieces of equipment operated by remote control shall be covered by an employee under this Agreement.

Section 3. Where unusual or special conditions exist on a job or project, the district agent and the employer shall meet to resolve the problem. Special conditions may be agreed upon.

The waiver of any breach or condition of this Collective Bargaining Agreement by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE VIII

Referral Agreement

Section 1.

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

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

- b. *In the event the Union is unable to fill requisitions for Employees within forty-eight (48) hours, the Employer may employ applicants from any other available source.*
- c. *In the event the Employer cannot fill the requisitions for Employees in the succeeding forty-eight (48) hours, the Employer must hire the next competent Operating Engineer as provided for in this Agreement.*

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

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

Section 4. The Union shall register and refer all applicants available for employment on the basis

of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

Section 5.

Group "A"

1. Operator

2. Oiler

All applicants who for the past eight (8) years (a) have been available for employment as an Operating Engineer within the jurisdiction of the Union (b) have been employed by Employers who have worked within the jurisdictional area served by the Union and (c) have maintained residence within the geographical area constituting the normal construction labor market covered by the jurisdiction of the Union.

Effective January 1, 1999 the above will change from eight (8) years to four (4) years.

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

undermine the purposes of this Agreement as set forth in the Preamble.

Group "B"

1. Operator
2. Oiler

All applicants who for the past six (6) years have met the requirements as stated above.

Effective January 1, 1999 the above will change from six (6) years to three (3) years.

Group "C"

1. Operator
2. Oiler

All applicants who for the past four (4) years have met the requirements as stated above.

Effective January 1, 1999 the above will change from four (4) years to two (2) years.

Any applicant in Group "C" who satisfactorily completes testing at the Local 66 Apprenticeship Training Site, on three (3) major pieces of equipment may, upon verification, have his name moved to Group "B".

Group "D"

1. Operator

2. Oiler

All other applicants for employment.

Section 6. Apprentices shall be assigned by the Apprenticeship Committee. During the first and second year, they will be in Group "C". During the third and fourth year, they will be in Group "B". All applicants who are indentured in the Apprentice Program shall be qualified under their respective priority group so long as they remain within the Apprentice Program. All Apprentices upon completion of and their graduation from their apprentice training program shall be qualified under Group "A".

Section 7. Any person may register as available for employment within the classification to which he/she is entitled at any of the District Offices located within the geographical area of the Union. Registration at any one of the District Offices shall eliminate the registrant from the right to register at any other District Office. Each District Office will maintain a separate out-of-work listing for the available registrants covered by said office. Registrants may move their registration from one referral office to that of another but in so doing they will be registered at the bottom of their respective priority groups for that office.

Section 8. Any person may register as available for employment, according to his established ability, as an Operator or as an Oiler. Registration in one category eliminates the registrant from consideration in the other category. A registrant may switch his category if he is willing to give up his standing in the category under which he was previously listed. In so doing, his name will be placed at the bottom of the list of the new category.

Section 9. In the event a registrant accepts as a replacement an employed employee's job whose replacement is necessitated by an excusable absence, then such replacement shall resume his original place on the referral list upon the re-employment of the replaced employee.

Section 10. *When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the Engineer or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or any replacement thereof whichever is later.*

Section 11. Preferred "A" Status

- a. Both the Union and the Employer recognize the Employees employed under this section are: (1) the ones who have reached the age where his productivity of operating heavy equipment has been restricted because of high speed and technical advances; (2) has attained a bonafide physical handicap or; (3) has been injured in an industrial accident while employed as an Operating Engineer and can be utilized on the following described work and be given priority of referral.

1. Welding machine, 2. Elevator, 3. Conveyor, 4. Compressors, 5. Generators, 6. One Drum Hoist (Except Roof Hoist), 7. Monorail Hoist, 8. Refrigeration Plant, 9. Temporary Heat, 10. Portable Heaters, 11. Hydraulic Jacks, 12. Ladavator, 13. Steam Jenny, 14. Spray Cure Machine, and 15. Boiler.

- b. Therefore, it is further understood and agreed that when the Employer utilizes any of the machines listed in this section, the Employer shall call the Referral Office servicing his job or project and request that an Employee qualifying under the Preferred "A" Status be dispatched to service and operate said machine or plant. In no event

will another Operating Engineer be placed on the above mentioned machines without permission from the Union. However, any Weekly Rated Engineer currently employed by the Employer and such Engineer is requested by the Employer to return to the Employer's established yard and is retained on the Employer's payroll and has not operated a machine on a job or project that day may be used to operate any of the above listed machines (excluding weekly rated machines) for a period not to exceed two (2) work days on that job or project. It shall be the sole responsibility of the Employer to notify the Dispatch Office in the area servicing his job or project giving the name of the Engineer, exact location, and duration of the job. Proven violations of the above procedures shall be considered improper manning.

- c. Workmen registering in this preferred "A" status shall be ineligible to register and shall not work in any classification other than those specified in this Section.
- d. Workmen registering in this preferred "A" status shall be; fifty-five (55) or more years of age and have had at least fifteen (15) years employment or availability for employment in any one or more classifications contained in this Agreement of the type or kind of craft

work covered by this Agreement, in the geographic area defined in this Agreement; provided however that person does not meet such requirements but who has a physical handicap preventing his employment in any classifications; or acquired such handicap as a result of an industrial or military service accident while employed as an Operating Engineer shall be permitted to so register.

All workmen who are on the Preferred "A" list by virtue of a doctor's certificate, are required to submit a new certificate every sixty (60) days stating he is unable to return to regular duties. Failure to do so will result in the removal of such workmen from the list.

Section 12. When an Employer states requirements for special skills or abilities in his request for employee applicants, the Union shall refer the first applicant on the register possessing such skills or abilities regardless of the place or classification of such applicant on the register.

Section 13. In each District Office the Union shall maintain a separate list for each of the five (5) priority groups and the classifications within such groups set forth above and shall list the applicants within each group and classifications in the order in which they registered as available for employment.

Section 14. In referring applicants to the Employer, the Union shall first refer applicants in Group "A" 1 or 2 depending upon the classification of work involved, in the order of their places on the Out-of-Work List in the District Office, and then refer applicants in the same manner successively from the Out-of-Work List of Group "B", "C", "D" and "E". Any applicant who is rejected by the Employer shall be restored to his place on the list for his group and classification. When a registrant is referred for employment for eleven (11) work days, reporting time days shall not be counted as work days, such registrant's name shall be removed from the Out-of-Work List. When his employment terminates, he shall be registered at the bottom of the appropriate group list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order refused to accept employment one (1) time without reasonable justification, such registrant's name shall be placed at the bottom of the group list on which he is registered.

Section 15. Re-registration as available for referral may be made in person or by personal phone call to the Dispatcher and shall be accepted by the Union at any time during its customary office hours. RECORD-O-CALLS FOR RE-REGISTRATION WILL NOT BE RECOGNIZED. New registration shall be accepted by the Union once each week during office hours. Reasonable

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

Section 16. Unemployed registrants must re-register every thirty (30) days in person or by personal phone call to the Dispatcher in the manner noted in Section 15 above as available for employment in order to remain active on the registration list; any registrant if not renewed within thirty (30) days will be considered invalid and not available for employment and registrant's name will be removed from the list. The re-registration thirty (30) day period will commence from the first day of registration.

Section 17. 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.

Section 18. The priority of referral set forth above shall be followed except where the Employer requests an employee in Group "A", "B", or "C", who has been employed by the Employer within a period of twelve (12) months prior to such request and has been on the register fifteen (15) or more days prior to such request except in the case of recall by his last Employer for the

manning of all machines in Classification I and the Following Machines in Classifications II and III: Plants (asphalt, crushing, cleaning, etc.), atthey loaders, augers, back filling machines, boats, bulldozers, cable layers, compactors with blade, concrete belt placer, overhead crane, drills (all types), euclid loaders, lull or similar type forklifts, graders, head equipment greaser, hi-lifts, paving mixers, mucking machines, scoops (self-powered and tractor drawn), all types of spreaders, tower mobile, trencher, pavers, pumpcrete machines, tire repairmen, welder-repairmen, mechanics, hydraulic boom trucks, concrete finishing machines, tube or broom C.M.I. or similar type, pavement breakers, asphalt rollers and oilers providing that the Employee is available for employment and has not refused employment (except for just cause) with any other employer, immediately preceding the request and providing further the request is made at the Dispatch Office servicing the job or project site in writing, stating the registrant's name and type of job called for in which case the union shall pass over other applicants possessing similar skills and abilities for the job specified. The Employee so requested shall have the right to accept or reject such employment. A request will not be honored in the event the request is to fill the vacancy of a challenged discharge of an Employee.

Section 19. If an Employee is working for another employer and quits or is fired he shall void any right to be dispatched if requested until he has completed a satisfactory assignment with another Employer.

Section 20. An Employer shall have the right to request, by name, in writing, to the job area Dispatch Office that a particular person on that Dispatch Office's Out-of-Work List in Classifications A, B, C, D, or E be referred to him for employment when he reaches the top of the Out-of-Work List of that Dispatch Office, in accordance with the provisions of Section 15, provided that he is willing to guarantee that man work in a classification which he is qualified to perform when he is referred pursuant to such request.

Section 21. The Union shall require all job applicants that are available for employment who have not previously registered to submit a true and accurate resume of their experience and qualifications.

Section 22. In the event any job applicant is aggrieved with respect to the functioning of the Referral Agreement, he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral and the Employer involved, 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 the Union shall consider such grievance and render a decision, which shall be final and binding upon the aggrieved employee, the Employer and the Union. 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 accordance with the terms of this Referral Agreement.

Section 23. The Union and the Employer shall post, in places where notices to employees and applicants for employment are customarily posted, all provisions of the Referral Agreement.

Section 24. The Union will indemnify and hold the Employer harmless for any payment of lost wages the Employer is required to make any applicant for employment or aggrieved employee and for its reasonable costs and expenses, including attorney's fees, court costs and other disbursements resulting from or occasioned by any discriminatory practice on the part of the Union in the operation of the foregoing referral system.

Section 25. In the event that there is a determination by any Federal, State Court or by any Federal, State, or Municipal Board, Agency, or Commission that the foregoing referral system has been or is being operated by the Union in a discriminatory manner, the Employer shall be free to hire employees from any other source or area with respect to jobs covered by such determination.

Section 26. Definitions

- a. **Normal Construction Labor Markets** is defined to mean the following geographical area:

Thirty-three (33) Counties in Western Pennsylvania in addition to Columbiana, Mahoning and Trumbull Counties in the State of Ohio, all of which comes under the jurisdiction of the Local Union.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies, plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

- b. **Resident** means a person who has maintained his home in the above defined geographical area for a period of not less than one (1) year or who, having a permanent home in this area, has temporarily left with the intention of returning to his permanent home.

- c. **District Offices** are offices established in centrally located areas within the jurisdiction of the Union to accommodate the men and the Contractors, and may be moved by the Union from time to time to accommodate the work areas.

Section 27. There will be no loss of group standing because of absence due to Military Service providing he has had an Honorable Discharge or service as a Union Official or Employee on a Union related job.

Section 28. 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 or such other amount as may hereafter be agreed upon at the time of registration, and no more frequently than on a calendar quarterly basis thereafter payable in

advance in order to maintain their registration eligibility in consideration of services performed by the Union including the negotiations and enforcement of Collective Bargaining Agreements, the maintenance of Referral Halls, and the other Union activities performed for the general interest of all employees represented by this Agreement. The name of a non-paying registrant shall be stricken from the list at the close of the first day of the next eligible quarter.

Section 29. In the event a registrant is discharged by the Employer as being incompetent and he does not exercise his rights under Section 22 of this Referral Agreement, the classification he is discharged from shall be stricken from his referral record and he shall not be dispatched to another machine of that classification until he has:

1. Taken training at any of the Union's Training Sites and Certified.
2. Has presented to his Dispatch Office a letter from a previous Employer, in signed Agreement with the Union, working within our jurisdiction stating that in the Employer's opinion, the discharged registrant has successfully completed a job assignment while in his employment last.

Section 30. A registrant may, by obtaining a letter on his previous Employer's letterhead, Contractor in signed Agreement with the Union, update his classification.

ARTICLE IX Working Hours

Section 1a. The Employer may schedule all employees for the normal work day starting at the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay. All work scheduled changing the above starting and quitting time shall be for cause. The Business Manager or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the work schedule and the work schedule shall prevail for a minimum of five (5) days. The Employer must schedule all of his Employees for work at the same time on a particular project.

1b. Concrete Pours and Grouting Operations - When the technical requirements of the project dictate, starting times on concrete pours and grouting may be staggered up to two (2) hours

before the regular starting time for that shift. All other employees will start at their normal starting time. Those workers starting earlier for concrete pours and grouting operations may not be replaced with other workers to avoid paying premium time.

Section 2. Lunch period shall be at the midpoint of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Employee during the lunch recess shall be paid at the applicable overtime rate including the operation of minor equipment.

Section 3. Special arrangements between the Union Representative and Management at the Pre-job Conference may be made to accommodate the working hours with respect to the transportation service and/or traffic conditions.

Section 4. Any work performed before or after hours as specified in Section 1, or mutually agreed to in Section 3, shall be at the overtime rate.

Section 5. The normal starting time on Saturday, Sunday and/or Holidays shall be the established starting time for that particular job or project.

Section 6. When an Employee is required to work overtime he shall receive no less than one-half

(1/2) hour pay at the prescribed overtime rate, when work proceeds beyond thirty (30) minutes the Employee shall receive a minimum of one (1) hour at the overtime rate.

Section 7. Any Operating Engineer who fails to show up for work on time shall be paid only for the time worked.

Section 8. When an Engineer is ordered to report at starting time the day previous and does not appear on time, he shall be paid only for the balance of the day.

ARTICLE X

Shift Work

Section 1. In order to work a second or third shift without overtime, it is only required that an Engineer be employed on the first shift between the hours established for that job or project, it is not required that the second or third shift operate the same machines as on the preceding shift or shifts.

Section 2. On two shift operations, the first and second shifts shall work eight (8) hours or ten (10) hours between the hours established for that job or project. On three shift operations, the first shift shall work eight (8) hours between the hours

established for that job or project; the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay; and the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven and one-half (7 1/2) hours on the second shift, and seven (7) hours on the third shift shall be paid for at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this Section (eight (8) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

On a multiple shift operation all shifts have to be completed on a daily basis (Saturday and Sunday included) except at the termination of the shifts or under special job conditions approved by the Union.

ARTICLE XI
Hazardous/Toxic Waste Material Handling
Removal and Disposal

1. This section is applicable to two types of Hazardous / Toxic Waste Removal. They are:
 - a.) A Hazardous/Toxic Waste Project that is specifically bid as a project involving the handling, removal and disposal of Level A, B, C or D Hazardous/Toxic Waste Materials as defined by the United States Environmental Protection Agency and which is designated by that Agency as a Hazardous/ Toxic Waste removal site at the time of removal.
 - b.) The handling and removal of Hazardous/ Toxic Waste where the following conditions are met: (1) unexpected Hazardous/Toxic Waste Materials as defined in a.) are encountered, (2) the handling, removal and disposal of that material constitutes an item of work not specified in the construction contract, and (3) the location of that Hazardous/Toxic Waste becomes designated as a Hazardous/Toxic Waste removal site by the Environmental Protection Agency.
2. When employees are required to work with removal of Hazardous/Toxic Waste Materials classified as Levels A, B, C or D on a

Hazardous/Toxic Waste Materials Removal Program as defined in(1a) or (1b) above, the following conditions shall apply:

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

- b.) Wages for employees working in direct contact with a Hazardous/Toxic Waste Material which is classified Level A or Level B by the United States Environmental Protection Agency and who are required to wear personal protective equipment for respiratory skin or eye protection for that level of work, shall be Two Dollars and Fifty Cents (\$2.50) per hour above the comparable classification of work listed in Article XXXVII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Master Builders' Association Agreement wages only) in accordance with the wage classifications of Article XXXVII. Wages for Removal work by employees working in direct contact with Level C or D, Hazardous/Toxic Waste Material as classified by the United States Environmental Protection Agency, and who are required to wear personal protective equipment as set

forth by the United States Environmental Protection Agency, shall be One Dollar (\$1.00) per hour above the comparable classification listed in Article XXXVII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Area Master Builders' Association Agreement wages only) in accordance with the wage classification of Article XXXVII.

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

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

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

Memorandum of Understanding

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

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

2. The Company will provide the Union with *its reasons for refusing to subcontract to a listed union contractor.*
3. The Union shall have an opportunity to discuss that refusal.
4. If a non-union contractor is selected, it shall *be required to sign an Agreement with the Union.* The Union must offer a Project Agreement to the contractor, which shall not contain terms materially different from the Master Builders' Association Agreement.
5. The Union will accept as members key operating employees of the Contractor, the number to be mutually determined by the Union and the Contractor.

ARTICLE XII

Overtime and Holidays

Section 1. All time worked prior to the normal starting time and after the normal quitting time Monday through Friday, shall be paid at time and one-half (1/2) the normal rate of pay for the job performed. (All starting and quitting time which apply during the week shall also apply on Saturdays, Sundays and Holidays.) All time worked on Sundays or Holidays shall be paid at double the normal rate of pay for the job performed.

All work performed on Saturday shall be paid at the time and one-half (1 1/2) rate except as noted under Article XIV, Inclement Weather, of this Agreement.

Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays:

New Year's Day	Labor Day
Good Friday	Veterans Day *
Decoration Day	Thanksgiving Day
Fourth of July	Christmas Day

*NOTE: Veterans Day will be celebrated on the Friday following Thanksgiving Day.

Section 2. When curing concrete or heating material, the Engineer shall work three (3) eight (8) hour shifts, Saturdays, Sundays, and Holidays included, at the regular rate of pay according to Federal Law. The rate of time and one-half (1 1/2) the regular hourly rate shall apply on Saturdays and Sundays and the double (2) time rate shall apply on Holidays where the normal work is in progress. No work shall be done on Labor Day unless absolutely necessary for the protection of life and property. When such work is done, it shall be paid for at the rate of double time.

Section 3. The contractors may institute a four-day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions:

Time and one-half will be paid for all work in excess of 10 hours per day and 40 hours per week, where due to conditions on a job arising out of inclement weather 40 hours have not been worked in the week (exclusive of overtime) time worked on Friday shall be on a straight time basis. In the event makeup time is to be worked, not less than an 8 hour day shall be scheduled.

a) Any employee hired on any day of the week Monday through Thursday, and who does not lose any time from the day of his initial hire until Friday shall receive time and one-half (1 1/2) the regular rate of wages for Friday.

b) Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked.

c) An Employee, who on his own accord, is absent from work on any day of the week from Monday through Thursday, and an inclement weather day occurs then such Employee if he works on Friday of the week during which the

absence occurs, shall be paid at straight time wages; provided however, that any work in excess of 10 hours on Friday shall be paid at time and one-half the regular rate of wages in any event.

Section 4. All overtime shall be paid for by the hour and half hour. Four (4) hours after the normally scheduled work day of eight (8) hours or ten (10) hours the employer shall provide a lunch for all employees and allow them the time to eat. (Clarification —this applies only when employees are required to work beyond the 4 hours).

Section 5. Work performed by the Employees during the lunch period shall be paid at the prescribed overtime rate of pay for that day including the operating of all minor equipment.

Section 6. For all time worked on Sundays and holidays or days observed as such, the Employee shall be reimbursed at the rate of two (2) times the rate set forth in the Schedule of Labor.

Section 7. During the months of December, January, February and March, no man shall be discharged for failure to report to the job when weather conditions are such that it is a matter of judgment by the individual as to whether he can work or not. By not reporting he shall receive no compensation for that shift.

ARTICLE XIII

General Employment Conditions

Section 1. It is understood that all equipment for which classifications and wage rates have been established in this Agreement, and including that equipment for which classifications and wage rates may hereafter be established, shall be manned, when operated, by members of the International Union of Operating Engineers and paid the rates as specified in this Agreement under Job Classifications and Wage Rates.

Section 2. All site excavating including clearing, grubbing, backfilling and digging of footers, the following conditions shall apply:

- a. Employees are required by this Agreement to report to work each day on the job or project and shall receive a full day's pay every day they report subject to provisions of Article XIV, "Inclement Weather".

Section 3. When Employees are required by this Agreement to be daily rated as set forth under Job Classifications and Wage Rates, Article XXXVII, they shall receive a full day's pay every day they report except in case of inclement weather when the Employees shall receive two (2) hours pay for reporting and not being placed to work only if they stay on the job for two (2)

hours and are ready to work if possible. During that time, however, if the Employees start to work they shall receive a minimum of four (4) hours employment at the prescribed rate of pay for that day. If work proceeds past four (4) hours, they shall receive a minimum of eight (8) hours employment at the prescribed rate of pay on scheduled 5-8 hour days or ten (10) hours pay at the regular rate of pay on scheduled 4-10 hour days.

Section 4. The length of the jib, if any shall be included when determining length of boom or mast for premium pay as described in the Article covering wage rates and classifications. Premium pay shall continue to apply to all machines and classifications as specified to the end of the pay period in which premium pay became applicable or termination of job, whichever shall occur first.

ARTICLE XIV

Inclement Weather

Section 1. No Engineer shall be placed "on call" except during the months of December, January, February and March. During the months of December, January, February and March when weather does not prevent working, workmen shall be assured a full day's work every day they report to the job or project site unless they have

been notified by 12:00 o'clock midnight the previous day that there will not be any work the following day. In the event multiple shifts are being worked, the workmen on the second and third shifts must be notified at least four (4) hours prior to the start of their respective shifts .

In case of inclement weather, if they report to work, they shall be given no less than two (2) hours reporting time at their regular rate of pay. However, if they are placed to work, they shall receive a minimum of four (4) hours pay at the regular rate of pay for that day on scheduled 5-8 hour days or four (4) hours pay at the regular rate of pay on the 4-10 hour days. Employees shall remain on the payroll until released by the supervisor. If work proceeds past four (4) hours, employees shall receive a minimum of eight (8) hours employment at the prescribed rate of pay on scheduled 5-8 hour days or ten (10) hours pay at the regular rate of pay on scheduled 4-10 hour days.

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

Section 2. When an Engineer, Oiler, Apprentice or Fireman is ordered to report on Saturday, Sunday or a holiday, he shall receive a full day's pay at the applicable overtime rate except in case of inclement weather when he shall receive two

(2) hour's pay for reporting at the applicable rate if he remains on the job for two (2) hours and is ready to work. If placed to work, he shall receive a minimum of four (4) hours employment at the prescribed rate of pay for that day. If work proceeds past four (4) hours, he shall receive a minimum of eight (8) hours employment at the prescribed rate for that day.

Section 3.

- a. Engineers, Oilers, Apprentices and Firemen shall report to work each day on the job or project and shall receive a full day's pay each day they report except in the case of inclement weather when the Employees shall receive two (2) hours pay for reporting and not being placed to work only if they stay on the job for two (2) hours and are ready to work if possible. However, if they are placed to work, they shall receive a minimum of four (4) hours pay at the regular rate of pay for that day on scheduled 5-8 hour days or four (4) hours pay at the regular rate of pay on the 4-10 hour days. Employees shall remain on the payroll until released by the supervisor. If work proceeds past four (4) hours, employees shall receive a minimum of eight (8) hours employment at the prescribed rate of pay on scheduled 5-8 hour days or ten (10) hours pay at the regular rate of pay on scheduled 4-10 hour days.

Section 4. Make-Up Day.

- a. It is agreed that when time is lost by the crew during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up by the entire crew on Saturday at the regular rate of wages (when working a *four (4) day week, 10 hour day* it shall apply to Friday also).

All Friday and Saturday make up days must be scheduled on at least an eight (8) hour basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the appropriate overtime rate (except on those jobs where workmen are scheduled on a 4 - 10 hour day, overtime shall not be paid until after the 10th hour).

- b. Any Employee hired on any day of the week, Monday through Friday, (or Monday through Thursday when working 4 - 10's) and who does not lose any time from the day of his initial hire until Saturday (Friday), shall receive time and one-half (1 1/2) the regular rate of wages for Saturday (Friday).
- c. Holidays occurring on any day of the week from Monday through Friday shall not be considered as a day worked.

- d. Should any other trade in the contractor's employ, or any trade working in conjunction with the Operating Engineers, receive premium pay on Friday or Saturday make-up day, the Operating Engineers would also receive premium pay for the make-up day, unless agreed to by the Union to waive the premium pay.

ARTICLE XV

Working Conditions

Section 1. Employees of off-site repair shops in signed relations with the Union may be permitted to do field service work and they shall be limited to just the service call as specified in the work order.

Section 2. No machine shall be operated without an Engineer and/or Crew present, unless permitted by the Business Representative or Steward, or as may be otherwise provided in this Agreement.

Section 3. When an Engineer mans a machine through the work week, he shall also be given the option to operate this machine on Saturdays, Sundays, Holidays and overtime.

Section 4. An Engineer in Wage Classifications I and II may operate up to three (3) machines (two changes) in a day. However, on leaving one he must shut off the power on the machine on which he had been working.

if related to his operation, a machine in Wage Classification III may be included in the above three (3) machines.

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

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

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

Section 7. If an Employee is called back to work after normal quitting time he shall not receive less than four (4) hours pay at his applicable overtime rate.

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

Section 9. Compressor Operators must repair air hoses and air tools when repaired on the job.

Section 10. Where overtime is required (excluding maintenance and repair of the machine), the Operator regularly operating the particular piece of equipment or plant shall be employed for such overtime work.

Section 11. An assigned machine shall be a man's job for the purpose of overtime and layoff. In the event a machine is operated by any person other than the assigned Engineer and/or Crew, the assigned Engineer and/or Crew shall be paid all wages and fringe benefits for all time worked.

Section 12. Operators on pumps and syphons are required to move and clean foot valves and screens.

Section 13. The Operating Engineer shall install and maintain all piping hoses and connections on concrete pumps to the first valve.

Section 14. All self-propelled equipment shall be moved to and from the project and shall be loaded and unloaded by any Engineer and/or Crew presently employed.

Section 15. All machinery, new and old, that is not listed in the Agreement shall be placed a classification decided upon by a Joint Committee represented equally by the Union and the Contractor.

Section 16. As equipment that is unfamiliar to this area is developed or made available for use, a reasonable amount of time shall be allowed the Operator to familiarize himself with this particular equipment. In the event the provisions of the Referrai Article are employed, the assigned Engineer and/or Crew shall also be governed by the provisions of this Section.

Section 17. Employers agree to furnish shelter to protect Engineers from falling materials and elements of the weather. When Engineers are employed operating electric, gas, steam, air or skeleton engines during cold weather, they shall be provided with proper heating arrangements. If this Article is not carried out, it will be sufficient reason for those Engineers to cease work immediately. Engineers shall be provided a change house or suitable quarters for same. When five or more Engineers are employed the Employer must furnish a change house separate from the other crafts.

Section 18. Where cabs, heaters or other suitable protection is available from manufacturers of equipment, they shall be supplied for the

protection of the Engineer during inclement weather unless job conditions make it impractical.

Section 19. The Engineer shall be required to carry sufficient tools to make minor or running repairs.

Section 20. The necessary and proper sanitary facilities shall be provided. The Employers will also provide cool water in insulated containers and if necessary, provide ice to retain the coolness of the water.

Section 21. The Employer will make every reasonable effort to provide parking facilities on the job site, if feasible.

Section 22. Telephone calls or telegrams are not to be recognized as a legitimate method of termination of employment.

Section 23. The Operating Engineer shall not leave his job during working hours without permission of the Employer's representative except during lunch hour or because of conditions beyond the Operating Engineer's control. He shall be paid only for actual hours worked.

Section 24. No man shall be transferred from one Employer to another without the consent of

the Employer for whom he is working and the Union except under unusual circumstances or in an emergency; nor shall a Contractor transfer an Employee from his payroll to that of another, except an affiliated Company, without notification to and without the consent of the Union.

Section 25. In the event an Engineer is required to report to work before the scheduled starting time, he shall be guaranteed the premium time.

Section 26. The Engineer shall make his machine ready before the regular starting time only when requested to do so by the Employer; and if required to do so, he shall report on the job one-half (1/2) hour before starting time and will be paid the applicable overtime rate of wages applying to that day.

- a. On all machines not using Oilers or Apprentices the Engineer shall receive one (1) hour's pay for preparation time prior to the regular starting time when requested to do so by the Contractor.
- b. To receive this preparation time, it is necessary for the Engineer to be on the job at least one-half (1/2) hour before regular starting time and perform such preparation work.

- c. When a hoist or forklift or other equipment working with the Mason is used hoisting brick or mortar, the Engineer when requested to do so shall start at 7:45 a.m. and quit 4:00 p.m. and shall receive eight (8) hours pay.

Section 27. When an Operator and/or Crew is called back to work after completing his shift to move a machine on that job only, he or they shall receive a minimum of four (4) hours at the applicable overtime rate of pay. If the machine is put into production he or they shall receive eight (8) hours at the applicable overtime rate of pay.

Section 28. When a Contractor fails to properly man any piece of equipment under the terms of this Agreement he shall be required to pay double full wages (including the cost of fringe benefits) for each day the equipment is unmanned to the next qualified registrant in the District in which said violation occurred.

Section 29. The duly authorized Business Representative of the Union shall have access to all jobs over which the Employer exercises control of entry and shall be permitted to visit the job or project site as long as he does not interfere with the work, and he shall have the power to replace at the end of the shift any employees on the job for non-payment of dues

or assessments, or for securing employment contrary to the Referral Provisions as provided in this Agreement. When the work area is restricted, the Contractor shall endeavor to make special arrangements for the Representative to enter and check the employees. The Business Manager and the Business Agent of the Union shall be the only authorized agents of the Union to be recognized by the Contractors.

Section 30. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an employee refuses to enter upon any property where a legal picket line established by an International Union affiliated with the Building Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, or a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

Section 31. No Employee shall be discharged for defending the rights of any Employee under the terms of this Agreement.

Section 32. A Maintenance Engineer shall be employed when ten (10) Engineers in Class I and II exclusive of Lead Engineer and oilers as outlined in this Agreement are employed on the

job or project by the Employer. When the number of Engineers in Class I and II is reduced to nine (9), the employed Maintenance Engineer may be terminated. A Maintenance Engineer may continue to be employed at the Daily Class I rate of pay when less than ten (10) Engineers in Class I and II are employed. All maintenance and repair work, including power buggies, heaters, vibrators, compactors, pumps and all machines listed under Article XXXVII done at the job site will be done by an Engineer and no repair work at the job site shall be done without the Engineer and/or Crew present. On jobs or projects having an established on-site shop and second or third shift mechanics are employed, it shall be permissible to repair an unassigned machine on that shift without the Engineer and/or Crew being present. In the event the first shift mechanic works overtime on the assigned day shift machine, the Operator and/or Crew shall also work. An Engineer and/or Crew shall be employed to assemble and dismantle all equipment listed under Article XXXVII. The Employer will recognize the jurisdiction of the Operating Engineers when assistance is required.

Section 33. When pedestal type cranes, or similar types are used on multi-story buildings, the following shall apply:

- a. When the tip of the boom or jib is 100 feet or more up to and including 150 feet above ground level, the operator shall receive:

7/01/98	\$21.515
6/01/99	\$22.015
6/01/00	\$22.765
6/01/01	\$23.565
6/01/02	\$24.415
6/01/03	\$25.315
6/01/04	\$26.315

- b. When the tip of the boom or jib is over 150 feet up to and including 200 feet above ground level, the operator shall receive:

7/01/98	\$21.765
6/01/99	\$22.265
6/01/00	\$23.015
6/01/01	\$23.815
6/01/02	\$24.665
6/01/03	\$25.565
6/01/04	\$26.565

- c. When the tip of the boom or jib is over 200 feet or more up to and including 250 feet above ground level, the operator shall receive:

7/01/98	\$22.015
6/01/99	\$22.515
6/01/00	\$23.265

6/01/01	\$24.065
6/01/02	\$24.915
6/01/03	\$25.815
6/01/04	\$26.815

4. When the tip of the boom or jib exceeds 250 feet or more above ground level, the operator shall receive an additional 25 cents per hour for each additional 50 foot increment.

ARTICLE XVI

Manning Requirements And Minor Machines

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

Section 2. In the event a Contractor does not have an Operating Engineer on the job or project, the following equipment (not to exceed a total of three (3) units as noted below) operating at any one time, may be operated without the services of an Engineer.

- > Two (2) welding machines (gas or diesel) (250 amp or less)
- > One (1) pump (3" or less) (gasoline or diesel powered)
- > Electric pumps (up to nine inches accumulative discharge shall be regarded as one unit. But no single pump to exceed three inches)
- > One (1) compressor under 185 cfm or less

A maximum of three (3) of the above units shall not require the services of an Engineer providing they are used singularly.

- < One (1) pump unit (one gas or diesel or one electric unit)
- < One (1) compressor unit
- < One (1) welding machine unit

Section 3. When an Operating Engineer is employed on the job or project, he will be permitted to start and stop three of the following machines and will be reimbursed twenty-five cents (\$.25) per hour above his regular rate for that day for each minor machine. For the purpose of this Section, electric pumps (up to nine inches accumulative discharge) but no single pump to exceed a 3 inch discharge will be considered as one machine of one unit:

- > Compressor 185 cfm or less
- > Mechanical heater

- > Single unit conveyor
- > Pump 3" or less (gasoline or diesel powered)
- > Pumps (electric powered) (up to nine inches accumulative discharge) (but no single pump to exceed a 3" discharge)
- > Generator or light plants (five K.W. and over)
- > Welding machine (gas or diesel) (300 amp and over)
- > Welding machines (gas or diesel) (250 amp or less) (two of these machines will be regarded as one unit.)

The maximum number of Operators receiving the twenty-five cents (\$.25) per hour shall not exceed four (4) on any one job or project.

It is further understood that when four of such machines under Section 3 are used on a job and the fifth machine is put into operation, the contractor shall employ a Minor Machine Operator at the Class II rate of pay and shall also pay one other Operator an additional twenty-five cents (\$.25) per hour for starting and stopping the fifth machine. This shall also apply for the sixth machine, etc. The intent being that the Contractor is permitted to recycle the limit of four (4) machines under Section 3.

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

- > 1 to 4 Compressors 105 cfm or more except as noted in Section 3

- > 1 to 4 Welding Machines (gas or diesel) (300 amp and over) (except as noted above in Section 3)
- > 2 to 8 Welding Machines (gas or diesel) (250 amp or less) (except as noted above in Sections 2 & 3)
- > 1 to 4 Generators and Light plants (5 K.W. and over)
- > 1 to 4 Single unit conveyors except as noted above in Section 3
- > 1 to 6 Mechanical heaters except as noted above in Section 3
- > 1 to 4 Electric pumps over 3 inches

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

The quantity of one to four as stipulated in Section 4 means any one type or combination of types.

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

- > One to four units (or 4 to 6 Mechanical heaters) ————— Class II

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

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

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

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

Section 5. Engineers shall install and operate Well Points when used. Well point systems employed for soil compaction or solidification, regardless of method used, shall be fitted, installed and dismantled by employees covered by this collective bargaining agreement. Size of crew to perform said work to be discussed at pre-job conference.

Section 6. An Oiler and Apprentice or a Fireman shall be employed on all machines as indicated by and asterisk (*) in the Job Classifications and

Wage Rates (except as noted in Section 7 below). He shall assist the Engineer and be under his direction at all times. In addition to his regular duties, he shall act as Safety Man and direct hauling equipment at his particular rig. He shall also act as Signal Man for clam work except when clamming for caissons or coffer dams. Working conditions and overtime for oilers, Apprentices and Firemen shall be the same as for Engineers unless otherwise noted.

Section 7. The Company shall have the option of hiring oilers on hydraulic track backhoes up to and including 100,000 pounds, 50 tons or under rough terrain cranes with one cab, post driver, track or remote controlled gradalls, M-6 A hydraulic crawler tie-back drills (or similar), and Crawler-type caisson drills (100,000 pounds or less including the mast and the Kelly Bar) beginning on January 1, 2001. Where two or more 100,000 pound and under track backhoes as described above are being utilized, the company may utilize the option to employ an oiler to prepare and maintain up to four (4) such machines. Should there be any distance between the machines referred to herein, appropriate transportation will be afforded the oiler to carry out his duties.

Section 8. The operation, repair, safety and maintenance of these machines is recognized as the jurisdiction of the Operating Engineers. If

anyone other than an Operating Engineer is doing this work, formerly done by oilers, then the Company must employ an oiler on these machines and the Competitive Adjustments for oilers will be negated on this project.

Section 9. All power sources including boilers, air compressors and hydraulic power packs, etc., when mounted "Piggyback" on a crane, two (2) Class I Engineers shall be employed and each shall receive Class I rate of pay and shall be counted toward the employment of a Lead Engineer. The second Engineer shall act as both Oiler and Foreman or Oiler and Compressor Operator. However, all other piggyback equipment operations shall be manned as outlined in this Agreement. The Engineer and second Engineer as provided for in this Section shall receive equal hours.

Section 10. Employees covered by this Agreement shall be employed to operate all house elevators and to operate all other elevators used to hoist construction materials and equipment in buildings under construction until the building, upon completion of construction, is turned over to the owner. Turning over the elevator to the owner prior to completion of the construction shall not relieve the Employer of his obligation to employ such men as outlined above unless the work remaining is "Punch list" work.

Section 11. On remodeling jobs of existing commercial buildings the Company shall have the option of manning the elevator full time however, if the Company should decide to man the elevator, it shall be operated by an Operating Engineer. This section does not apply to power plants, steel mills or other manufacturing facilities.

Section 12. Manning requirements for installation of ringer on Manitowac cranes or similar to be discussed at pre-job conference.

ARTICLE XVII

Transportation

Section 1. An Engineer reporting to work and required to move to another location with his machine and will complete his day's work at the new location, the Engineer and/or Crew will be given an opportunity and means of obtaining his car if it was left at the original location where he reported for work. If in the event the Employee has not been given the opportunity to get his car and the Employer does not provide transportation back to the original point by regular quitting time, the Engineer and/or Crew will be entitled to the wages as prescribed herein until such time as he or they are returned to the original report location at the straight time prescribed rate of pay.

ARTICLE XVIII

Pay Period

Section 1. Employees shall be paid at or before 4:30 p.m., Friday, in United States Currency (or checks issued by a member of the Master Builders' Association), unless other satisfactory arrangements can be made between Employer and Business Representative, or be paid waiting time at the straight time prescribed rate of pay; but if they are discharged, they shall be paid at once at the current rate of wages in United States Currency or check as defined above. The weekly pay period shall start Wednesday morning at 8:00 a.m., unless other arrangements are made between Union and Employer, and shall terminate at the end of each shift Tuesday. When Employees quit of their own accord, they shall wait until the next regular pay day for wages due them. (Employers giving invalid checks shall pay in cash or certified checks thereafter and shall stand good any expense incurred by the Employee due to the invalid checks).

Section 2. When an Engineer replaces another Engineer because of illness or some just cause, the replacement will, if necessary, wait until the next regular pay day for his pay.

Section 3. One (1) hour's notice shall be given an Engineer and/or Crew before termination of employment. The mechanics must receive four

(4) hours notice before layoff to afford him or them time to gather their tools before the end of the shift.

Section 4. Employee's name, social security number, pay period, hours of work, all deductions, contributions to the Funds, etc., shall be recorded on pay envelopes or check stubs of the Engineers.

Section 5. Employees shall receive a layoff or discharge slip upon request when they are laid off or fired and reason for the discharge shall be so stated.

ARTICLE XIX

Lead Engineer

Section 1. On jobs where seven (7) or more Engineers covered by this Agreement are employed by an Employer and at least four (4) of the seven (7) are employed under Classification I excluding oiler, a Lead Engineer shall be employed to guide and instruct the Engineers on the work to be performed and shall stay in the employ of the Employer until the number of Engineers is reduced to four (4). Further, this shall apply under each separate contract award on that job or project site to a contractor. When rented equipment is used by a Contractor on a job, the Engineer including an

Owner Operator must be counted in the total number of Engineers employed on the job, towards the hiring of a Lead Engineer. In the event that any one of the Subcontractors has the requirement for a Lead Engineer as provided for in this Section, he too shall employ a Lead Engineer. When the minimum requirement for the employment of a Lead Engineer has been reached and he is terminated, the minimum requirement for his termination must be maintained for a period of three (3) consecutive days, Saturday and Sunday included. If it should be increased above the minimum before the end of three (3) days, he shall be re-employed and reimbursed at the prescribed rate of pay for all time lost.

The Lead Engineer shall be paid for the following holidays which fall on or are celebrated on regular work days, Monday through Friday: Decoration Day, Fourth of July, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Good Friday.

The Lead Engineer shall be responsible to none other than the Job Superintendent or the Contractor.

The Lead Engineer shall be placed by the Union and under the direction of Management, hire and layoff employees covered by the collective bargaining Agreement, and supervise the

operation, maintenance and repair of all equipment coming under the jurisdiction of this Agreement. When a Lead Engineer is employed, he shall work overtime when four (4) or more Engineers covered by this bargaining Agreement are working overtime on his shift. The day shift Lead Engineer shall be head Lead Engineer on jobs working shift work. He shall also operate a machine (according to his ability) of an absent employee provided a replacement has been requested, and he shall also make minor repairs to equipment, providing it does not interfere with his assigned duties. The Lead Engineer's employment shall not be terminated without a forty-eight (48) hour prior notice to the Union nor will he be transferred without notification to and approval of the Union.

If the Employer should give the Business Manager of the Union a forty-eight (48) hour prior notice of the need of a Lead Engineer, he shall have the opportunity to review the proposed employee's names. Failure to give the forty-eight (48) hour notice shall give the Business Manager the right to place the Lead Engineer without prior consultation with the Employer.

- a. The Lead Engineer's duties shall be confined to the job or project operation.

Section 2. (Assistant Lead Engineer) When it is determined by the Company that an "Assistant

Lead Engineer" shall be employed, he shall be placed by the Union under the same terms and conditions as the Lead Engineer.

ARTICLE XX

Steward

Section 1. The powers and duties of the Union Steward shall be limited to that which is stated in this Agreement.

Stewards shall be appointed by the Business Agent from among the men on the job and shall be qualified workmen performing work of the craft. There shall be no non-working stewards. The Job Steward shall be given reasonable time to perform the duties assigned to him by the Union and such duties shall be performed as expeditiously as possible. The Union shall notify the Contractor, or his representative, of the appointment of the Job Steward, and the Contractor or his representative, before laying off or discharging the Job Steward for cause, shall notify the Union of his intention to do so.

It is recognized by the Contractor that the Employee selected as the Job Steward shall remain on the job as long as there is an unfilled job opening in a classification he is qualified to perform. The Job Steward shall not be discharged, or laid off, for the performance of

his agreed upon duties when performed in accordance with this Article. There shall be no discrimination against the Job Steward for performing his Union duties. He shall be recalled to the first job opening in a classification he is qualified to perform in the Employers operation at the same job site for a period of six (6) months following his layoff.

New Employees, shall on their first day of employment report to the Job Steward prior to going to work if the Steward is available.

To promote harmony between the Union and the individual Contractor, the Job Steward, without interrupting the progress of the job, shall be limited to and shall not exceed the following duties and activities:

- a. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
- b. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes.
- c. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate, or who goes to work without a job referral.

- d. Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by Non-Union men or by workmen of another craft.
- e. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
- f. Report to his Business Representative any Employee covered by this Agreement who leaves the job site without giving the Employer and the Job Steward prior notice.
- g. Report any reckless or unsafe employees covered by this Agreement on the job site to the Contractor's designated representative and to his Business Representative.

The Job Steward shall not:

Stop the Contractor's work for any reason.

Tell any workmen or any employee covered by this Agreement that he cannot work on the job.

The Job Steward shall have the power to make a temporary decision, and the Job Steward must report the condition and his decision to the Business Representative of the Union before 5:00 p.m. of the same day.

The Job Steward shall act as a representative for the Operating Engineers on all job site meetings pertaining to safety.

The provisions of this Section shall apply to all shifts.

Section 2. The Union retains the right to place a Steward on the job. Inasmuch as the Steward shall be the Union's Representative on the job site for purposes of this Article, he shall be given priority of referral and shall not be limited by Article VIII. The provisions of this section will prevail providing there is a job available for the Steward that he has the ability to perform and is no way intended to require the Contractor to unnecessarily increase his work force or another Employee to be laid off in order to make work available for the Steward.

Section 3. The Steward shall have the power to make a temporary decision in regard to an extra machine change, and the Steward must report the conditions and his decision to the Business Representative of the Union before 5:00 p.m. the same day.

ARTICLE XXI

Apprentices

Section 1. Apprentices shall be used in accordance with the Joint Apprenticeship Committee Standards. In order to maintain a sufficient number of skilled Mechanics in the Industry covered by this Agreement, the necessity for the employment of Apprentices in accord with the Joint Apprenticeship Committee Standards is recognized and the training and employment of as many Apprentices as called for in the Joint Apprenticeship Committee Standards shall be encouraged and undertaken by both Employer and the Union.

The Apprentice, Oiler or Fireman shall work under the proper supervision of the Engineer or Lead Engineer and under the jurisdiction of the Union.

The Contractor shall give ample opportunity for them to operate equipment under the supervision of the Engineer whenever time and opportunity avails itself.

Work of the Apprentice Engineer, Oiler or Fireman shall include the getting up of steam, greasing up, filling of fuel tanks and making the machine or equipment ready for operating at the starting time. If at the discretion of the Employer, an Apprentice Engineer, Oiler or Fireman is

required to make his assigned machine ready to operate before the regular starting time, such Apprentice Engineer, Oiler or Fireman shall be paid one (1) hour's pay at the straight time rate. To receive this preparation time, it is necessary for the Apprentice Engineer, Oiler or Fireman to be on the job at least one-half (1/2) hour before regular starting time and perform such preparation work.

Apprentice Engineers, Oilers or Firemen, when requested to work the regular lunch period, may stagger their lunch period in order to be able to oil, grease, or repair machines while machines are down during lunch period, at no extra pay.

Section 2. The Contractor shall employ one (1) Apprentice in accordance with Apprenticeship Committee Standards within the Contractor's employ under this Agreement for each seven (7) Operating Engineers that are employed, provided however, the Apprentice employed does not unnecessarily increase the Contractor's work force. The Apprentice shall be under the direction of the Engineer or Lead Engineer.

ARTICLE XXII
Joint Labor -Management
Drug/Alcohol Abuse Program

(The Master Builders' Association of Western Pennsylvania, Inc. and the Union recognizes that substance abuse is a problem in our society and jointly supports establishing a fair, economical and standardized substance abuse testing program as a means to protect people and property and to promote and improve a healthy and safe workplace for all concerned. Therefore, the Union and the MBA agree to renegotiate the Joint Labor-Management Drug/Alcohol Abuse Program that currently exists in the Agreement. Upon its successful completion, the revised Drug/Alcohol Abuse Program will automatically replace the one that appears in Article XXII of the current agreement.)

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively adopt the Construction Industry Service Corporation Joint Labor-Management Uniform Drug/Alcohol Abuse Program (C.I.S.C.O.) as approved by C.I.S.C.O. Board of Directors 11/89.

1. **POLICY STATEMENT** - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and

treatment programs. The Company and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

2. **DEFINITIONS**

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

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

C. Employee - Individuals, who perform work for the Company including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

D. Accident - Any event resulting in injury to a person or property to which an employee, or

contractor/contractor's employee, contributed as a direct or indirect cause.

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

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

3. CONFIDENTIALITY

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

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

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

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

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

4. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

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

- 1.) Use, possess, dispense or receive prohibited substances on or at the job site; or
- 2.) Report to work with any measurable amount of prohibited substances in their system.

B. Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance,

for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (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 reinstated with back pay. In all other cases:

- 1.) Applicants testing positive for drug use will not be hired.
- 2.) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- 3.) Employees who refuse to cooperate with testing procedures will be terminated.
- 4.) Employees found in possession of drugs or drug paraphernalia will be terminated.
- 5.) Employees found selling or distributing drugs will be terminated.
- 6.) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

C. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor

functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with you and your physician to determine if a re-assignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

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

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

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

B. A test may be administered in the event a supervisor has a reasonable cause to believe that

the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

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

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

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

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

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

The Company will bear the costs of all testing procedures.

6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM -

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

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

Employees returning to work after successfully completing the rehabilitation program will be subject to drug test without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

ARTICLE XXIII

Options

The Union shall have the option of using all or any part of the increase scheduled for June 1st of each year, for improvement of or payment of costs of any fund benefits or assessments now provided under this Agreement, provided that the Union gives the Employer written notice of its election to do so by certified letter sent to the offices of the Master Builders' Association of Western Pennsylvania, Inc., at least thirty (30) days before the effective date of the scheduled increase, specifying in said notice the amount of the increase to be applied and the purpose for which the money is to be used.

In the event that the Federal Government should impose wage or price controls in the Building Industry, the hourly rates of pay in effect on the effective date of such controls shall continue in effect and all increases in rates of pay provided under this Agreement scheduled to become effective at a date subsequent to the effective date of the controls, together with the Union's option to use all or part of the increase for added Fund benefits, shall be cancelled and terminated. This shall in no way affect the termination of this Agreement, which is May 31, 2005.

ARTICLE XXIV
Operating Engineers Local 66
Fringe Benefit Contributions

Section 1. The Employer agrees to contribute for each man hour paid for the employees covered under this Agreement, the following contributions:

- a. To the Operating Engineers Local 66 Welfare Fund:

Effective 7/01/98	\$4.79
Effective 6/01/99	\$4.84
Effective 6/01/00	\$4.84
Effective 6/01/01	\$4.84
Effective 6/01/02	\$4.84
Effective 6/01/03	\$4.84
Effective 6/01/04	\$4.84

- b. To the Operating Engineers Retirees Contribution Account:

Effective 7/01/98	\$.15
Effective 6/01/99	\$.15
Effective 6/01/00	\$.15
Effective 6/01/01	\$.15
Effective 6/01/02	\$.15
Effective 6/01/03	\$.15
Effective 6/01/04	\$.15

- c. To the Operating Engineers Construction Industry & Miscellaneous Pension Fund:

Effective 7/01/98	\$3.15
Effective 6/01/99	\$3.25
Effective 6/01/00	\$3.25
Effective 6/01/01	\$3.25
Effective 6/01/02	\$3.25
Effective 6/01/03	\$3.25
Effective 6/01/04	\$3.25

- d. To the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Fund:

Effective 7/01/98	\$.19
Effective 6/01/99	\$.19
Effective 6/01/00	\$.19
Effective 6/01/01	\$.19
Effective 6/01/02	\$.19
Effective 6/01/03	\$.19
Effective 6/01/04	\$.19

- e. To the Operating Engineers Local #66 Benefit Fund:

Effective 7/01/98	\$.10
Effective 6/01/99	\$.10
Effective 6/01/00	\$.10
Effective 6/01/01	\$.10
Effective 6/01/02	\$.10
Effective 6/01/03	\$.10
Effective 6/01/04	\$.10

f. To the Operating Engineers Annuity Fund
(and Saving Fund):

Effective 7/01/98	\$2.20
Effective 6/01/99	\$2.30
Effective 6/01/00	\$2.30
Effective 6/01/01	\$2.30
Effective 6/01/02	\$2.30
Effective 6/01/03	\$2.30
Effective 6/01/04	\$2.30

g. To the Industry Advancement Fund:

Effective 7/01/98	\$.14
Effective 6/01/99	\$.14
Effective 6/01/00	\$.14
Effective 6/01/01	\$.14
Effective 6/01/02	\$.14
Effective 6/01/03	\$.14
Effective 6/01/04	\$.14

Section 2. When the term "hours paid for" is used in subsection "a" through "g" above in regard to fringe benefit contribution payments, the parties agree that the term means that the contributions will be paid in the exact way that wages are paid under the prevailing circumstances. For instance, if the contract requires that wages be paid at 1 1/2 times the regular rate under certain circumstances, then the hours to be reported for fringe benefit contributions will also be paid on the same basis

as 1 1/2 times the number of such hours. If the contract requires that the wages be paid at twice the regular rate for certain circumstances, then in those same circumstances fringe benefit hours will likewise be paid on the basis of two times the number of such hours.

An example of the above is as follows: An employee under the terms of this agreement works 42 hours where he is paid 1 1/2 times the wage rate for two of the hours, the wages are 43 hours paid for 42 hours worked, the fringe benefit contributions will also be 43 hours paid for the 42 hours worked. If he is to be paid two times the wage rate (44 hours paid) for the same 42 hours worked, then the fringe benefit contributions will be 44 hours paid for the 42 hours worked.

Section 3. All contributions shall be made by check or other written order made payable to the National City Bank, Operating Engineers Local Union No. 66 Contribution Account and mailed to: P.O. Box 400109, Pittsburgh, Pennsylvania 15268-0109, for distribution to the various fund accounts upon the direction of the Operating Engineers Local 66 AFL-CIO and Construction Industry Combined Funds, Inc. Distribution of these monies shall be in accordance with the prevailing rates of contribution for the respective funds.

Section 4. An employer who is otherwise bound by the terms of this collective bargaining agreement but refuses and is not required to make payments to the Industry Advancement Fund shall pay an amount of money equal to fourteen cents (\$.14) per man hour paid for to the Western Pennsylvania Operating Engineers Joint Apprentice & Training Program in addition to the amount specified in Section 1(d).

Section 5. The Construction Industry Advancement Program of Western Pennsylvania shall distribute seven cents (\$.07) for each hour paid for to the employees covered by this Agreement to the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program.

Section 6. A copy of the Agreement and Declaration of Trust of the Operating Engineers Local 66 Welfare Fund, Operating Engineers' Construction Industry & Miscellaneous Pension Fund, Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program, the Operating Engineers Retirees Contribution Account, the Operating Engineers Members Benefit Fund, and the Operating Engineers Annuity Fund, are incorporated and made part hereof by reference.

Section 7. The submitting of reports and contributions as provided for in this Article shall be governed by the provisions of Article XXVII (Submitting Reports & Contributions) and Article XXVIII (Fund Audits).

Section 8. Security for Payment

A. Any Employer hiring workers who has not employed same in the jurisdiction of the Operating Engineers Local No. 66 in the past twelve (12) months, or who has been delinquent in any payment to the Funds in the past twelve (12) months, shall satisfy one (1) or more of the following conditions:

1. Employer will post a surety bond of a minimum of \$40,000 with the Trustees of the Funds to guarantee payment of monies due under the terms of this Agreement.

2. Employer will deposit a minimum of \$40,000 in cash with the Funds which shall be held in escrow for two (2) years or until all work within this jurisdiction is completed and no delinquency to the Funds has accrued. The Funds shall be entitled to retain as an administrative expense any income derived from the use of such escrow. If Employer incurs a delinquency during this time, the cash deposit shall be retained by the Funds as liquidated damages.

3. Employer shall fill out and submit with payment a remittance form bi-weekly for all monies due under the terms of this Agreement.

B. In the event the Employer does not fully satisfy the conditions of this Section, the Union shall withhold the services of the employees of the violating Employer after twenty-four (24) hours of notice, if the violation has not been corrected.

C. Employer acknowledges that it has an obligation to make payments to the Funds on behalf of all its employees performing work under this Agreement irrespective of whether such employees are members of the Union.

D. The Trustees of the Trust Funds, through their Administrator, shall furnish the Master Builders= Association and the Union with a list of delinquent Contractors each month.

E. The Contractors agrees that he will not subcontract any portion of his job to any Contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various Trust Funds.

ARTICLE XXV
Industry Advancement Fund

Section 1. Beginning on June 13, 1994, the employer shall pay to the Construction Industry Advancement Program of Western Pennsylvania, the sum of fourteen cents (\$.14) per hour for each hour paid for to the Employees covered by this Agreement; said contributions to be sent by check to the National City Bank, Operating Engineers Local Union No. 66 Contribution Account, P.O. Box 400109, Pittsburgh, Pennsylvania 15268-0109, for direct distribution to the Construction Industry Advancement Program of Western Pennsylvania.

Contributions to the Construction Industry Advancement Program of Western Pennsylvania, are irrevocable and the program and the Fund will be administered by the Construction Industry Advancement Program of Western Pennsylvania.

Section 2. The monies collected by the National City Bank Operating Engineers Local Union No. 66 Contribution Account, for the Industry Advancement Fund, shall be paid over to the Construction Industry Advancement Program of Western Pennsylvania, as received by them, and Trustees of the Fund shall deposit said monies in a separate bank account for the purposes hereinafter set forth.

Section 3. The Construction Industry Advancement Program of Western Pennsylvania Fund will be used by its Trustees for the following purposes:

The promotion of safety and accident prevention in the industry; education programs such as schools for superintendents of construction and other advisory personnel; the cost of standardizing contracts and specifications; setting up machinery to bring about cooperation between architects, engineers, and contractors to eliminate disputes and disagreements; research into new methods and new materials for use in the building and construction industry; the expenses involved in conducting a public relations program for the benefit of contractors engaged in the building and construction industry in Western Pennsylvania; the expenses attendant to the promotion of stability of relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the building and construction contractors engaged in commercial and building construction in the Western Pennsylvania area; the expenses required to maintain facilities for arbitration of disputes and the adjustment of grievances; the expenses incurred in the collection of contributions for the fund; management's expenses for administering

jointly with representative of labor, health and welfare programs for the various crafts and trades employed in the building and construction industry, management's expenses for administering jointly the representatives of labor apprenticeship training programs, to insure a sufficiency of skilled workmen and crafts for all contractors in the Western Pennsylvania area; providing contributors with information and data relating to the industry in the matters mentioned herein; administration of The Funds; and such other industry-wide endeavors of like character or kind as may be desirable from time to time.

Section 4. The Fund shall not be used for lobbying in support of anti-labor legislation; to subsidize Contractors during a period or periods of work stoppages or strikes; to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated locals; or for any activity injurious to the Union, or any of its affiliated Locals.

Section 5. The establishment of this program is subject to all applicable Federal and State laws.

Section 6. Payments to the Fund and Monies in the Fund shall be used only for the purposes indicated in Section 3. The Pension Fund, The Welfare Fund, the Union, individual Employers, and their Employees, shall have no right, title or interest in any of the payments to or monies in

the Fund, nor shall they, or any of them, be entitled to receive directly or indirectly any portion thereof.

Section 7. As part of the administration of the Fund, there shall be an annual audit of the Fund, a statement of the results of which shall be available for inspection at the office of the Master Builders' Association.

Section 8. Any provision of this Article which is in conflict with any valid Federal or State Law shall be amended by the parties to this Agreement to comply therewith. All other provisions of this Article shall not be rendered invalid and shall remain in full force and effect.

ARTICLE XXVI

Payroll Deductions

Section 1. Upon receipt of a written authorization, the Employer agrees to deduct from the employee's wages any working dues which, during the term of this Agreement is approved by a secret ballot vote at a special notified Union general membership meeting held for that purpose. In accordance with the foregoing, the Employer shall deduct from the wages of all employees covered by this Agreement, the sum of 2% of Gross Wages commencing June 13, 1994. The Union will

forward to the Employer a complete list of names of employees who have signed a written authorization under this Article.

Section 2. Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local 66 and supplemental service charges on behalf of non-members and reported on forms provided for that purpose in Article XXVII.

Section 3. Beginning June 13, 1994, on all projects, the employees shall have deducted from their pay, three cents (\$.03) per hour paid for as an employee contribution into the Apprenticeship Fund to help defray the cost of training apprentices.

In the alternative, employees shall have the option of diverting the three cents (\$.03) per hour paid for set forth in this Section in to the Union's Political Action Fund if the employee voluntarily authorizes such contribution by executing a proper check off authorization form directing his/her employer to make a contribution to the Union's Political Action Fund.

Section 4. Upon receipt of signed authorization cards, the contractor shall deduct twenty-five cents (\$.25) per hour from employee wages for distribution in the Local 66 Social /Defense Fund/ Building Trade Fund.

Section 5. The Apprenticeship/PAC Fund (Section 3 above) and the Social/Defense/Building Trade Fund (Section 4 above) shall be combined for a contribution rate of twenty-eight cents (\$.28) per hour payable to the Miscellaneous Employee Payroll Deduction Account.

Section 6. An Employer who fails to report or make payments as provided for herein shall be subject to the same terms and conditions as provided in Articles XXVII and XXVIII for failure to report or make payments to the Working Dues Fund. These deductions will be made from the pay of each employee who signs the authorization form authorizing such deduction and remit same to the Local Union in the same manner as outlined in Article XXVII.

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

The Union shall indemnify and hold the Employer harmless against any and all claims,

demands, suits, or other forms of liability that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this paragraph, or on reliance of any list, notice, assignment, or authorization card furnished under such provision.

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

ARTICLE XXVII

Submitting Reports & Contributions, Liquidated Damages and Interest Charges for Delinquency

Section 1. Each Employer who is a party to this Agreement agrees to submit a monthly report showing all employees covered by this Agreement who have been employed during such month, the Gross Wages paid to such employees, and such other information as may be deemed necessary by the Trustees of the various Funds to properly administer the affairs of such Trust Funds. In lieu of sending separate monthly report forms and individual checks or money orders to each of the respective Funds

covered by this Agreement, the Employer shall prepare one monthly Report Form (in duplicate) and one (1) check or money order for the total amount due all Funds. Such check or money order shall be payable to the National City Bank Operating Engineers Local Union No. 66 Contribution Account. One (1) copy of the report, *together with a check or money order for the full amount due* shall be sent to the Operating Engineers Local Union No. 66 Contribution Account, P.O. Box 400109, Pittsburgh, Pennsylvania 15268-0109. One (1) copy shall be retained by the Employer for his records. Reports shall be submitted for all months of the year irrespective of whether or not the Employer has employees covered by this Agreement.

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

Section 3. Monthly reports and payments are due by the fifteenth (15th) day of the month following the month reported. Reports and payments received (postmarked) after the due date shall be considered delinquent and the Employer submitting delinquent reports and payments shall be considered in violation of this Agreement and shall be subject to liquidated damages of 5% of the amount due, but not less than \$10.00 nor more than \$100.00. In addition, the Employer shall be assessed an interest charge of one percent (1%) per month of the amount of the total delinquency including liquidated damages. (Reports filed without payment attached shall be considered delinquent on the 15th day of the month following the month in which the work was performed, and liquidated damages and interest charges as specified in this Section will be applied.)

Section 4. Should the Employer become delinquent in his payment of wages or Working Dues as provided for in this Agreement, the Union may require such Employer to post security for the payment of such delinquencies in the form of a cash or corporate security bond in an amount that the Union shall determine to be adequate, and/or require the Employer to submit weekly reports and make payments of Working Dues on a weekly basis. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, not

withstanding any other clause in this Agreement, to *withhold the services of the employees until such time the reports are submitted and the payments are made.*

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

Section 5. Nothing in Section 4 of this Article XXVII shall operate to prevent the Union and the Trustees of the various Funds requiring a single *bond of a delinquent Employer if they shall so mutually decide.*

Section 6. Should the Employer have no delinquency for a period of twelve (12) *consecutive months from the date such surety or bond is pledged, said surety or bond will no longer be required.*

ARTICLE XXVIII

Fund Audits

Audits of the Contractors' Employees' payroll records represented by this Agreement, may be made by the Administrator of the Operating

Engineers Local 66 AFL-CIO and Construction Industry Combined Funds, Inc., or the administrator of any jointly Trusteed Fund, or an employee of those offices upon instruction and authority granted by the Trustees of the funds. When a payroll audit is authorized, the contractor involved shall make available to the Trustees or their representative its payroll books and records. Such books and records shall include (a) all records which the employer may be required to maintain under Section 209(a)(1) of the Employee Retirement Income Security Act of 1974, and (b) time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the employer's federal, state, and local payroll tax reports, and all other documents and reports that reflect the hours and wages of the employees. Five (5) days notice shall be given the Contractor before the audit. After a second request for an audit has been made, if an audit is denied or cancelled, the Union may give the Contractor a 30-day notice of withdrawal of services and may refuse to send any employees to said Employer. Such action shall not be deemed a violation of any terms of this Agreement.

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

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

ARTICLE XXIX

General Savings Clause

Section 1. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

In the event there is a windfall sum of contributions because of a National Health Care Plan the parties agree to meet and discuss the allocation of the funds to other benefits.

ARTICLE XXX

Arbitration

Section 1. The Master Builders' Association and the Union shall each designate three (3) representatives to serve as its members on a Joint Arbitration Committee.

Section 2. Should any dispute arise as to the interpretation, application or claimed violation of any provision of this Contract, the dispute shall be settled in the following manner:

- a. The Employer's designated representative and the Union Steward shall meet to discuss the dispute and attempt to render a decision within twenty-four (24) hours from the time the dispute is brought to the other party's attention.

- b. If no agreement is reached in step (a) above, the Union's Business Representative and the Employer's designated representative shall meet within twenty-four (24) hours in an effort to resolve the dispute.

- c. If no agreement is reached in step (b) above, the Business Manager of the Union and the Executive Secretary of the Master Builders' Association, or their designated representatives, shall meet within twenty-four (24) hours in an effort to resolve the dispute.

- d. If the dispute is not resolved in step (c) above, the matter shall be submitted to the Joint Arbitration Committee for determination upon the written request of either the Union or Master Builders' Association. The Joint Arbitration Committee shall meet within twenty-four (24) hours after such request is made in an effort to resolve the dispute.
- e. Notwithstanding the provisions of steps (a) to (d) above, if either the Employer or the Union regards a dispute to be of an emergency nature, the dispute may be submitted immediately to step (c) of the grievance procedure, without the necessity of going through steps (a) and (b).
- f. Should the Joint Arbitration Committee be unable to resolve the dispute, it shall promptly be referred to an Arbitrator for determination. The Impartial Arbitrator's decision shall be rendered as promptly as possible, but not more than thirty (30) days after the date of the hearing unless the time is extended by mutual agreement. Expenses of the Impartial Arbitrator shall be shared equally by the Employer and the Union.

Section 3. In computing the time limits under Section 2 above, Saturdays, Sundays and Holidays shall be excluded.

Section 4. It is the intention of the parties that a dispute involving a monetary claim or a claimed violation of Article XXXIII, Responsibility of Parties, be resolved as quickly as possible. Accordingly, the Impartial Arbitrator shall hold the hearing on and decide the dispute with the utmost promptness.

Section 5. The award of the Impartial Arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The Impartial Arbitrator shall have authority only to interpret and apply the provisions of the Contract, and he shall have no authority to add to, detract from, or alter its terms.

Section 6. Where the dispute to be arbitrated involves a claimed violation of Funds' remittances as provided for in this Agreement, the Arbitrator shall have the authority, upon the request of any party, to subpoena witnesses or documents, books, or records, relating to the dispute. If the Arbitrator shall determine that there has been a violation of the Fund's remittances provided for in this Agreement, he shall have authority to direct payment of the delinquent contributions and any interest or penalties due thereon to the Fund or Funds involved. The right to seek enforcement of the Funds provision of this Agreement, through the arbitration procedure, shall be in addition to, and not in lieu of, the right of the Trustees of any

Fund to file suit in a court of law or equity for collection of any monies due to said Fund by any Employer, but payment by the Employer pursuant to the award of the Arbitrator shall be a full defense in any suit by the Trustees of the Fund.

ARTICLE XXXI

Jurisdictional Disputes

Section 1. Assignments on work shall be made based on Decisions of Record, the Green Book, and/or "historical" or "area practice" of the Trade. Should a dispute arise pertaining to jurisdiction of work, both parties agree to be governed by the provisions of the Plan for the Settlement of Jurisdictional Disputes by the Impartial Jurisdictional Disputes Board, or its successor, for the Construction Industry.

- a. In the event that the Union has cause to believe that a contractor has improperly assigned work to individuals not covered by the Agreement and/or that the contractor is violating the Union's traditional work jurisdiction, the Union shall immediately advise the contractor of its claim.
- b. The Contractor, within twenty-four (24) hours of receipt of the Union's claim, must deliver to the Union a written response to the claim.

If the Contractor fails to grant the claim or fails to respond within the twenty-four (24) hour period referred to above, the Union may immediately appeal to binding arbitration any response that it believes is unsatisfactory.

- c. All disputes shall be submitted to the MBA Joint Arbitration Committee for determination upon the written request of either the Union or the Master Builders' Association. The MBA Joint Arbitration Committee shall meet within the twenty-four (24) hours after such request is made in an effort to resolve the dispute.
- d. If the Union appeals to arbitration in accordance with Section (b) above, the Contractor and the Union shall, within two (2) working days after the matter was appealed, select an arbitrator. The arbitrator, so selected, shall, as expeditiously as possible, hear and decide the merits of the Union's claim. The arbitrator's decision shall be final and binding and shall take in account those provisions of Article XXXI, Section 1.
- e. If the arbitrator upholds the Union's claim, the arbitrator shall be empowered to make whole, in all respects, those employees or potential employees who were adversely affected by the Contractor's improper action.

The arbitrator shall also be empowered to make the Union whole for lost dues that would have been collected but for the Contractor's action. Furthermore, the arbitrator is expressly authorized to order the Contractor to cease and desist in the present case.

- f. This provision is intended to provide for bipartite resolutions of disputes. The failure of any other party, including other Labor Organizations, to be bound by these provisions shall not affect the validity and/or enforceability of these provisions as between the Contractor and the Union.
- g. All the above sections, a, b, c, d, e, and f, only apply to those items covered in Article XXXVII, Job Classifications and Wage Rates. However, Paragraph "d" will not apply where an assignment has been made in accordance with "historical" or "area Practice".

ARTICLE XXXII

Non-Discrimination

Section 1. The Contractor and the Union recognize that they are required by law not to discriminate against any person with regard to

employment or Union membership because of age, race, religion, color, sex, national origin or ancestry, and hereby declare their acceptance and support of such laws.

This shall apply to hiring, placement of Employees, training during employment, rates of pay or other forms of compensation, selection for training, including apprenticeship, layoff or termination of employment, and application for admission to Union Membership.

ARTICLE XXXIII

Responsibility of Parties

Section 1. During the term for this Agreement, there shall be no strike, work stoppage, slowdown or any other interference with or impeding of work, except where either party may fail to comply with the decision of an Arbitration or Jurisdictional Award.

Section 2. No Employee shall participate in any such activity, and the Union will not authorize, instigate, aid or condone any such activity. Upon notification by the Employer that a violation of this Article exists or is threatened, the Union shall immediately take all steps within its power to prevent or terminate any action or conduct in violation of this Article.

Section 3. The Employer shall not lock out any of its employees.

Section 4. Jurisdictional Disputes. Both parties agree to be governed by the provisions of the *Impartial Jurisdictional Disputes Board for the Construction Industry.*

Section 5. There shall be no oral or written agreements between any Contractor, signatory to this Agreement and/or Employee working under this Agreement which conflicts, or is inconsistent with this Agreement.

Section 6. It is further agreed that the terms and conditions of this agreement are the only ones that shall be binding in the relations of the *Master Builders' Association of Western Pennsylvania, Inc.,* and members of *Local union No. 66 of the International Union of Operating Engineers.*

Section 7. The rates for each classification shall become effective on the dates specified in accordance with the *Job Classification and Wage Rates.*

Section 8. The Contractor shall be obligated to continue to contribute or deduct *Fund* benefits for all Employees employed by this Agreement.

ARTICLE XXXIV

Safety

The Contractor shall abide by all Local, Federal and State Safety Codes. If at any time violations of these codes are observed which would have serious effect on life or limb, the following procedure shall apply.

Section 1. The Employee involved may cease work on the portion of the work which he claims to be unsafe. He may be temporarily shifted to other work on the job or project or another piece of unassigned or unmanned equipment as provided for in this Agreement.

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

Section 3. Should they fail and deadlock, they will call in the appropriate Representative of the Master Builders' Association of Western Pennsylvania, Inc., and the Union's Business Agent, and in addition, the proper representative of the State or Federal Awarding Agency, if so desired by either party.

Section 4. If the representatives as provided for in Section 3 cannot resolve the problem, then the representative of the local Building Trades

and the Master Builders' Association of Western Pennsylvania, Inc., Safety Man shall be called in, whose decision shall be decisive.

Section 5. Those Employees, if not provided work during the period of the unsafe condition, will be made whole as though worked, if the committee as provided for in Section 2, 3 and 4 judge the unsafe condition exists.

Section 6. If the Committee, as provided for in Sections 2, 3 and 4, judges the condition is safe, all time spent waiting by the Employee will be considered not worked.

Section 7. The Union shall not use Safety as a reason to call a work stoppage, slowdown, or disruption of work. Should this occur, the Contractor shall have recourse to arbitration.

Section 8. The Association and Union shall form a Joint Safety Committee of three (3) each, who shall meet quarterly (or more often if deemed necessary), to formulate and establish Industry Safety Rules and Work Practices pertaining to the work of this Agreement.

Section 9. The Joint Safety Committee shall develop forms which will be filled out by the Contractor on all alleged safety violations and accidents, which will be sent to the Union involved and the Association office.

Section 10. Employees injured on the job and unable to return to work as a result of the injury shall receive all wages and fringe benefits for a full shift, as though worked.

Section 11. All safety equipment, including hard hats, winter liners and other safety equipment, as needed, shall be supplied by the Employer at no cost to the Employee.

Section 12. For the purpose of this Article, the Union, shall not be held liable for any work stoppage or for irresponsible acts of an employee, unless the work stoppage is condoned or approved by the Union. The Union shall be given twenty-four (24) hours to return the Employee to work, before the Employer takes recourse that may be available to him.

ARTICLE XXXV Owner Operator

Section 1. Owner-Operators shall be limited to the operating of equipment to which he has legal or equitable title as outlined in Classifications I and II. In the event such Owner-Operator has any break in employment on that job or project his machine must be manned by the next qualified man on the Out-of-Work List.

Section 2. Owner-Operator will not be permitted to operate their equipment upon the placing of more than one piece of equipment on the job.

Section 3. Owner-Operators in signed relations with the Union shall not be subject to the provisions of the Referral Agreement provided that the Union shall be notified of the name and Social Security number of the Owner-Operator within forty-eight (48) hours after he is hired.

Section 4. The Owner-Operator shall not be permitted to use the facilities of the Union's Referral Offices in seeking employment for himself, and further, any employee who owns equipment out right or in partnership shall void all rights to be requested through the Referral Office to operate said equipment.

Section 5. The Owner-Operator shall be carried on the payroll of the individual Employer as an Operating Engineer Employee and as such, all the terms and conditions of this Agreement shall be applicable to him, except as provided elsewhere in this Article and he shall be considered a subcontractor if employed under any terms other than those described in this Section.

ARTICLE XXXVI
Landscaping

Landscaping, when performed by the equipment covered under this Agreement is defined as the hauling, the placing and the grading of top soil, and the seeding and mulching of the same on a job or project. All Employees used on the above mentioned work shall work on a broken time basis consistent with other provisions of this Agreement, regardless of type or classification of machine being used.

**ARTICLE XXXVII
JOB CLASSIFICATIONS AND WAGE RATES**

CLASSIFICATION 1

The below listed individual classifications under the jurisdiction of the Operating Engineers when put into use must be manned by an Engineer and/or Crew as indicated. The listing of the below machines is in reference to all types and models regardless of motor power or operating procedures. When the employer determines assistance is needed it shall be an Apprentice Engineer or Oiler.

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	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Asphalt Plant Operator	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Athey Loader	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Auger-truck or tractor mounted	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Auto Grader (CMI or similar)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Backhoe	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Backhoe Case or similar type with 180 degree swing	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Backhoe - 100,000 lbs. and under with 360 degree swing	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
*Backhoe - Over 100,000 lbs. with 360 degree swing	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Back-filling Machine	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Batch Plant when conveyors are used for direct feed	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Batch Plant	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Bulldozer	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Cablelayer	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Cableway	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Caisson Drill	21.265	21.765	22.515	23.315	24.165	25.065	26.065
**Central Mix Plant	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Compactor with blade	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Crane - Overhead	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Cranes - Rough Terrain and similar over 50 ton	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Cranes - Rough Terrain and similar over 50 ton with jib	21.515	22.015	22.765	23.565	24.415	25.315	26.315
Cranes - Rough Terrain and similar 50 ton and under	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Cranes - Rough Terrain and similar							
50 ton and under with jib	21.515	22.015	22.765	23.565	24.415	25.315	26.315
*Cranes (excluding overhead)							
(Truck, Crawler or Pedestal type)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Cranes (Boom or mast 100 ft. or							
over up to and including 150 ft.)							
(Truck, Crawler or Pedestal type)	21.515	22.015	22.765	23.565	24.415	25.315	26.315
*Cranes (Boom or mast 150 ft. up							
to and including 200 ft.) (Truck,							
Crawler, or Pedestal type)	21.765	22.265	23.015	23.815	24.665	25.565	26.565
*Cranes (boom or mast over,							
200 ft. Up to and including 250 ft.							
(Truck, Crawler, or Pedestal type)	22.015	22.515	23.265	24.065	24.915	25.815	26.815
*Cranes Mobile (any type 15 ton							
or over placed on any building							
structure)	21.515	22.015	22.765	23.565	24.415	25.315	26.315
*Cranes Tower (Mobile)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Cranes Tower (stationary)							
(climbing type) (Use of oiler to be							
discussed at pre-job)	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	<u>\$.55</u>	<u>\$.50</u>	<u>\$.75</u>	<u>\$.80</u>	<u>\$.85</u>	<u>\$.90</u>	<u>\$1.00</u>
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
*Cranes - Hydraulic self-contained Wagon Crane (under 50 ton requires no oiler)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Crushing and Screening Plant	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Derrick-Traveler (self-propelled)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Derrick (all types) (when assistance is needed it will be an oiler or apprentice)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Derrick Boats	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Dragline	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Drill - Davey or similar type	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Dredge	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Drill - Core (truck or skid mounted)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Drill - Well & Core (Truck mounted)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Elevator (new buildings, plants, mill furnaces, stacks and stoves)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Engineer - Lead or Assistant	21.765	22.265	23.015	23.815	24.665	25.565	26.565
Engineer Maintenance (mech. daily rated) (refer Art. XV, Sec. 32)	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	<u>\$.55</u>	<u>\$.50</u>	<u>\$.75</u>	<u>\$.80</u>	<u>\$.85</u>	<u>\$.90</u>	<u>\$1.00</u>
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Excavating Equipment (all other)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Forklift - full or similar	21.265	21.765	22.515	23.315	24.165	25.065	26.065
** Franki or similar type pile driver	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Gradall (other than remote control)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Gradall - Remote Control or track mount	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Grader	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Grader - Elevating	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Greaser - Equipment (head)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Helicopter (when used for erection purposes)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Helicopter hoist operators (when used for erection purposes)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hi-Lift (Skid steer or similar)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hoist (2 drums or more in one unit)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hoist hod (2 cages up to 10 floors)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hoist hod (2 cages over 10 floors)	21.515	22.015	22.765	23.565	24.415	25.315	26.315

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Hoist - single cage with Chicago boom attached	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hoist (50 feet or over) (stacks, stoves or furnaces)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hoist (slip form jobs)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Hydraulic boom truck	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Jumbo Operator	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Kocal	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Koehring Scooper	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Locomotive	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Metro Chip Harvester or similar type	21.265	21.765	22.515	23.315	24.165	25.065	26.065
**Mix Mobile or similar type (with self-loading attachment)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Mix Mobile or similar type	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Mixer - Paver	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Mucking Machine (tunnel)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Multiple Bowl Machines	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Paver Operator - asphalt (spreader)	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Pile Driver (sonic or similar type) (when assistance is required it will be an oiler or apprentice)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Post Driver - Guard rail (truck mounted or skid type)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Pumpcrete - Mobile or similar type	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Pumpcrete or similar type (not self-propelled) (daily rated)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Pumpcrete machine operator (Stationary) (daily rated)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Scoop (single bowl) (self- powered and tractor drawn)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Shovels (all types)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Slip form paver (CMI or similar)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Spreader-concrete, asphalt & stone	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Tire repairman (when assigned to a job)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Tower Mobile (hoisting or lowering material)	21.265	21.765	22.515	23.315	24.165	25.065	26.065

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.55	\$.50	\$.75	\$.80	\$.85	\$.90	\$ 1.00
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Tractors - boom mounted (all types)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Tractors (all types with hydraulic backhoe attached)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Trencher	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Tug Boat	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Vermeer Saw	21.265	21.765	22.515	23.315	24.165	25.065	26.065
Welder (repairman)	21.265	21.765	22.515	23.315	24.165	25.065	26.065
*Whirley	21.265	21.765	22.515	23.315	24.165	25.065	26.065

*Oiler or Apprentice Required

**Required two major operators, but no oiler

(When the tip of the boom or jib of any crane exceeds 250 ft., the operator shall receive an additional \$.25 per hour for each additional 50 ft. increment.)

Please see Article XI for Hazardous / Toxic Waste Project Wages

Note: A Contractor Contribution as follows to be added to above rates:

	<u>7-01-98</u>	<u>6-01-99</u>	<u>*6-01-00</u>	<u>*6-01-01</u>	<u>*6-01-02</u>	<u>*6-01-03</u>	<u>*6-01-04</u>
Welfare	\$4.79	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84
Pension	3.15	3.25	3.25	3.25	3.25	3.25	3.25
Apprenticeship	.19	.19	.19	.19	.19	.19	.19
Industry Advancement	.14	.14	.14	.14	.14	.14	.14
Retirees Contribution Account	.15	.15	.15	.15	.15	.15	.15
Members Benefit Fund	.10	.10	.10	.10	.10	.10	.10
Annuity Fund	2.20	2.30	2.30	2.30	2.30	2.30	2.30

* The Union shall have the option of using any portion of their negotiated wage increase to improve their benefits.

In addition, the Contractor shall deduct from above rates: Working Dues - 2% of Gross Wages and \$.28 per hour paid for Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year	\$4.00 less than prescribed rate
Second Year	\$3.50 less than prescribed rate
Third Year	\$2.50 less than prescribed rate
Fourth Year	\$2.00 less than prescribed rate

CLASSIFICATION II

The below listed individual classifications under the jurisdiction of the Operating Engineers when put into use must be manned by an Engineer and/or Crew as indicated. The listing of the below machines is in reference to all types and models regardless of motor power or operating procedures. When the employer determines assistance is needed it shall be an Apprentice Engineer or Oiler.

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.40	\$.70	\$.75	\$.80	\$.90	\$1.00
	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>
Ballast Regulator	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Boat - material or personnel carrying (powered)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Boat - job work (inboard or outboard)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Boiler	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Boring Machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Broom power (except push type)	18.83	19.23	19.93	20.68	21.48	22.38	23.38

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.40	\$.70	\$.75	\$.80	\$.90	\$1.00
	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Compressor - single or with any (1) of the following: Air Tugger, Air Pump, Gunite Machine, Sand Blasting Machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Concrete belt placer	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Conveyor 1-4 units (regardless of power used)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Conveyor more than 4 units (when set up, moved, or operated)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Crane (carry)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Crushing & Screening Plants	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Curb Builder (self-propelled)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Forklifts (ridden or self-propelled)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Form Line Machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Generator (over 5KW)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Grout Pump	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Heaters - up to and including 6	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Hoist (monorail) (regardless of power used)	18.83	19.23	19.93	20.68	21.48	22.38	23.38

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.40	\$.70	\$.75	\$.80	\$.90	\$ 1.00
	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>
Hoist-one drum (4 floors or over)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Hoist-hod (buildings 4 floors or more)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Hoist roof (regardless of power used)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Huck machine or similar type	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Jack motor hydraulic (single or multiple type) power driven	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Ladavator	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Lift slab machine (hydraulic)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Mixer mortar (over 10 cu. ft.)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Mulching machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pavement breaker (self-propelled or ridden)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pin puller (powered)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pipe cleaning machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pipe dream	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pulverizer	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Pump (regardless of power used)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Roller	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Refrigeration Plant	18.83	19.23	19.93	20.68	21.48	22.38	23.38

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.40	\$.70	\$.75	\$.80	\$.90	\$1.00
	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>
Ross carrier (or similar type)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Saw (concrete)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Seeding machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Soil stabilizer (pump type)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Spray cure machine (power driven)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Spreader side delivery shoulder (attachment)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Steam Jenny (or similar type)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Stone crusher	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Stone spreader (self-propelled)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Syphon (steam or air)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Tie tamper (multiple heads)	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Tractor (farm when used for landscaping)	18.83	19.23	19.93	20.63	21.48	22.38	23.38
Tractors (when used for snaking and hauling)	18.83	19.23	19.93	20.63	21.48	22.38	23.38
Truck (winch) (when hoisting and placing)	18.83	19.23	19.93	20.63	21.48	22.38	23.38
Tube finisher (CMI or similar type)	18.83	19.23	19.93	20.63	21.48	22.38	23.38

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.40	\$.70	\$.75	\$.80	\$.90	\$ 1.00
	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>	<u>Per hr.</u>
Tugger	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Water blaster	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Welding machine	18.83	19.23	19.93	20.68	21.48	22.38	23.38
Well point systems	18.83	19.23	19.93	20.68	21.48	22.38	23.38

Please see Article XI for Hazardous / Toxic Waste Project Wages

Note: A Contractor Contribution as follows to be added to above rates.

	<u>7-01-98</u>	<u>6-01-99</u>	<u>*6-01-00</u>	<u>*6-01-01</u>	<u>*6-01-02</u>	<u>*6-01-03</u>	<u>*6-01-04</u>
Welfare	\$ 4.79	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84
Pension	3.15	3.25	3.25	3.25	3.25	3.25	3.25
Apprenticeship	.19	.19	.19	.19	.19	.19	.19
Industry Advancement	.14	.14	.14	.14	.14	.14	.14
Retirees Contribution Account	.15	.15	.15	.15	.15	.15	.15
Members Benefit Fund	.10	.10	.10	.10	.10	.10	.10
Annuity Fund	2.20	2.30	2.30	2.30	2.30	2.30	2.30

* The Union shall have the option of using any portion of their negotiated wage increase to improve their benefits.

In addition, the Contractor shall deduct from above rates: Working Dues: - 2% of Gross Wages and \$.28 per hour paid for Miscellaneous Employee Payroll Deduction Account

APPRENTICE WAGES:

First Year	\$4.00 less than prescribed rate
Second Year	\$3.50 less than prescribed rate
Third Year	\$2.50 less than prescribed rate
Fourth Year	\$2.00 less than prescribed rate

CLASSIFICATION III

The below listed individual classifications under the jurisdiction of the Operating Engineers when put into use must be manned by an Engineer and/or Crew as indicated. The listing of the below machines is in reference to all types and models regardless of motor power or operating procedures. When the Employer determines assistance is needed it shall be an Apprentice Engineer or Oiler.

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.35	\$.65	\$.70	\$.75	\$.84	\$.86
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Brakeman	17.51	17.86	18.51	19.21	19.96	20.80	21.66
Crane truck oiler & fireman	17.61	17.96	18.61	19.31	20.06	20.90	21.76
Deck Hand	17.51	17.86	18.51	19.21	19.96	20.80	21.66
Helicopter Signalman (if needed and not in conflict with other trades)	17.51	17.86	18.51	19.21	19.96	20.80	21.66
Oiler	17.51	17.86	18.51	19.21	19.96	20.80	21.66
Oiler - truck crane 50 ton up to but not including 100 ton	17.76	18.11	18.76	19.46	20.21	21.05	21.91

	<u>7-01-98</u>	<u>6-01-99</u>	<u>6-01-00</u>	<u>6-01-01</u>	<u>6-01-02</u>	<u>6-01-03</u>	<u>6-01-04</u>
	\$.40	\$.35	\$.65	\$.70	\$.75	\$.84	\$.86
	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Oiler - truck crane 100 ton & over	18.51	18.86	19.51	20.21	20.96	21.80	22.66
Elevator (Alterations & remodeling all commercial buildings)	17.51	17.86	18.51	19.21	19.96	20.80	21.66
Mechanic Helper	17.51	17.86	18.51	19.21	19.96	20.80	21.66

Please see Article XI for Hazardous / Toxic Waste Project Wages

Note: A Contractor Contribution as follows to be added to above rates.

	<u>7-01-98</u>	<u>6-01-99</u>	<u>*6-01-00</u>	<u>*6-01-01</u>	<u>*6-01-02</u>	<u>*6-01-03</u>	<u>*6-01-04</u>
	\$ 4.79	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84	\$ 4.84
Welfare	3.15	3.25	3.25	3.25	3.25	3.25	3.25
Pension	.19	.19	.19	.19	.19	.19	.19
Apprenticeship	.14	.14	.14	.14	.14	.14	.14
Industry Advancement	.15	.15	.15	.15	.15	.15	.15
Retirees Contribution Account	.10	.10	.10	.10	.10	.10	.10
Members Benefit Fund	2.20	2.30	2.30	2.30	2.30	2.30	2.30
Annuity Fund							

*The Union shall have the option of using any portion of their negotiated wage increase to improve their benefits.

In addition, the Contractor shall deduct from above rates: Working Dues - 2% of Gross Wages and \$.28 per hour paid for Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year	\$4.00 less than prescribed rate
Second Year	\$3.50 less than prescribed rate
Third Year	\$2.50 less than prescribed rate
Fourth Year	\$2.00 less than prescribed rate

On all projects performed under Article XXXVIII, Non-competitive Work Clause, all apprentices shall be paid One Dollar (\$1.00) per hour less than the wages stipulated in Article XXXVII for the job being performed.

Fringe benefits for the apprenticeship rates are to be calculated on the basis of the applicable journeyman rate. In addition, the Employer shall contribute \$1.00 per apprentice hour for each apprentice employed, to the Apprenticeship and Training Fund.

ARTICLE XXXVIII

Work Preservation

Section 1. The extent that the terms of this Agreement shall apply to work covered by it and to be performed at a construction job site within the geographic area covered by it, the parties agree that the terms of this Agreement shall apply to any firm, corporation, partnership or other entity, engaged primarily in construction work, if the employer signatory to this Agreement exercises direct management control over, or maintains ownership in, such firm, corporation, partnership or other entity. This Agreement shall not apply to any holding company or parent of an employer signatory to this Agreement nor any related company which is not engaged in construction work covered by this Agreement.

Section 2. Any dispute concerning the signatory employer's compliance with Section 1 of this Article shall be subject to the provisions of Article XXVIII of this Agreement. There shall be no strikes, work stoppages, picketing or any other interference with the work of either employer and/or any other entity by the Union and its members because of any claimed violation of Section 1 of this Article.

Construction Review and Promotion

The Employer and the Union agree to meet monthly on the fourth (4th) Thursday of each month, to discuss and review the Contract. The prime purpose of this Committee is to mutually assist and promote Union Construction.

There will be an annual review to study the economic conditions, and if conditions warrant, a wage adjustment will be made.

ARTICLE XXXIX Construction Management

1. The parties recognize that, from time to time, members of the MBA act as Construction Managers rather than general contractors.
2. The parties further recognize that in Construction Manager situations, the Construction Manager is sometimes in control of the awarding of bids, but that in other situations he is only advisor and the actual awarding of bids is made by the other parties out of the control of the Construction Manager, such as the Owner or Architect.
3. The Master Builders' Association hereby agrees that, on behalf of its members:

- a. Where its members act as Construction Managers and are in control of the awarding of contracts, the provisions of the subcontracting clause of the basic agreement shall apply;
- b. Where its members act as Construction Managers and are not in control of the awarding of contracts, they will recommend the use of union contractors, but will not guarantee their use.

ARTICLE XL

Light Duty

Any employee that is released for sedentary, light, moderate, or medium duty, and returns to work in the field in said capacity and is not fully released to perform his/her pre-injury work will receive sixty-seven percent (67%) of that employee's regular hourly wage, and no fringe benefits will be due said employee nor paid by the employer. The sixty-seven percent (67%) shall be paid as the total rate in the employee's pay in lieu of workers compensation. Bargaining unit employee's assigned to light, moderate or medium duty work by their Employers shall not be permitted to perform any bargaining unit work. Should any bargaining unit work be performed on any occasion, the employee shall immediately begin to receive full wages and

benefits for the duration of his/her employment, whether or not he/she performs any additional bargaining unit work from that point on.

ARTICLE XLI

Prevailing Wage Freeze

On all Prevailing Wage projects where escalating wage rates are not posted, the wage rates in effect the date of the job bid shall remain in effect for the duration of the project.

SIGNED IN BEHALF OF:

THE MASTER BUILDERS' ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.

/s/John C. Mascaro, President

/s/Jack W. Ramage, Secretary

SIGNED IN BEHALF OF:

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 66

/s/Dennis C. Manown, President

/s/Joseph E. Beasley, Business Manager

(ADDENDUM)

(To 1998-2005 Operating Engineers Local #66
Contract)

NON-COMPETITIVE WORK ADJUSTMENT

(To replace Article XXXVIII of the 1994-1998
Contract, page 128)

There are specific jobs within the scope of this Agreement for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. It is agreed that this Addendum is applicable to projects with a total cost up to and including \$5 million.

This Addendum will only apply to the site excavation, site grading, back-filling, removal of debris, earth and rock and digging of footers on these projects:

- A. Without prevailing wages;
- B. \$5 Million and under;
- C. Not covered by a project stabilization/union only agreements.

This non-competitive adjustment may be granted on projects over \$5 Million on a project-by-project basis.

Should any questions or disputes arise as to the total cost of any project, the burden of proof shall fall to the Contractor and upon request by the Union, the Contractor shall provide written verification. Any Contractor found to be in violation of this non-competitive work Addendum, will cause this Addendum to become null and void. Such Contractor will be required to complete the project under the terms of the Master Agreement and make the Union whole for any losses incurred.

It is not intended that any terms or conditions of this Addendum can be selectively deleted. The following are the only items of the Standard Bargaining Agreement which are altered by this Bargaining Addendum. All other items of the Standard Bargaining Agreement remain intact.

1. Working Hours and Shifts - The Contractor will schedule either a five-eight (5-8) hour day schedule or a four-ten (4-10) hour day schedule. The Contractor will pay overtime for all hours over eight (8) on a scheduled five-eight (5-8) hour day schedule or for all hours over ten (10) on a scheduled four ten (10) hour day schedule, exclusive of lunch time, and all hours over forty (40) in one week, exclusive of lunch time. The Contractor may schedule a minimum of eight (8) hours and a maximum of ten (10) hours in any day (exclusive of lunch time) at straight time, Monday through Saturday.

2. Oilers will only be required when the Operator needs assistance and no other Operator is available. The traditional work of the Oiler will remain the jurisdiction of the Operating Engineers. On projects where the Oiler has been deleted, the work to be performed will be performed by an Operating Engineer. In the event a Contractor has an employee other than an Operating Engineer perform any of the duties as listed below, which previously required an Oiler and which remains the jurisdiction of the Operating Engineers, the violating Contractor will pay one day=s wages for each day the violation exists and employe an Oiler for the remainder for the remainder of the project on all machines formerly requiring an Oiler.

Duties of Oilers

(Oilers required only when the Operator needs assistance and no other Operating Engineer is available.)

- A. Greasing or lubricating any and all lubrication points.
- B. All mechanical work including oil changes.
- C. Changing of cables, boom or attachments (traditional practices will be recognized as not constituting a violation herein).

- D. Cleaning of machine including the tracks.
- E. All painting of machines or boom.
- F. Driving of all mobile equipment formerly requiring Oilers.

Should the offending Contractor not pay the penalty set forth above and hire an Oiler within five (5) working days of receipt of written notice of the violation to the offending Contractor and the General Contractor, the Operating Engineers may withhold the services of their members to the offending Contractor until such time as the penalty of this section is complied with.

Item #2 - Oiler - will not be subject to arbitration.

- 3. Wages and Fringe Benefits will be reduced by the total of \$4.00 from the Wages Rates contained in Article XXXVIII.
- 4. Fringe Benefit contributions will be made by the Contractor on each hour paid as wages to the employee. All Fringe Benefits are to be paid on a straight time basis for all hours worked.
- 5. Machine changes by the Operator shall be unlimited.

6. The Contractors may institute a four-day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other federal or state laws or regulations or job contract conditions.

Time and one-half (12) will be paid for all work in excess of ten (10) hours per day and forty (40) per week, where due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day, however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday, shall receive time and one-half (12) the regular rate of wages for Friday and Saturday.

An employee who, on his own accord, is absent from work on any day of the week

from Monday through Thursday, and an inclement weather day occurs, then such employee shall be paid straight time wages; provided however, that any work in excess of ten (10) hours on Friday or Saturday shall be paid at time and one-half (12) the regular rate of wages in any event.

Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked.

7. Contractors may schedule a five eight (5-8) hour day schedule. Any employee hired on any day of the week, Monday through Friday, and who does not lose time from the day of his initial hire until Saturday, shall receive time and one-half (12) the regular rate of wages for Saturday.

Time and one-half (12) will be paid for all work in excess of eight (8) hours per day and forty (40) hours per week, where due to inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime), time worked on Saturday shall be at straight time basis. Saturday shall be the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled.

Holidays occurring on any day of the week from Monday through Friday shall not be considered as a day worked.

8. When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or project or two (2) shifts of ten (10) hours per shift between the hours established for that job or project may be used. Any work in excess of eight (8) hours on an eight hour shift operation or any work in excess of ten (10) hours on a ten hour shift operation shall be paid for at the prescribed overtime rate. When three (3) shifts are required, the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay.

Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours pay for each shift.) Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other

arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable overtime rate for that day.

On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, and are three (3) or more days duration, the Employer, with the consent of the Union, may institute a shift which will be in accordance with the Article governing shift work. The work hours will be determined by the "Owners Special Conditions."

Where employees covered by this Agreement are employed on jobs or projects covered under Article XXXVIII, Non-Competitive Work Clause and another craft or crafts working with the same Contractor receiving full wages and fringes, all Operating Engineers shall receive full wages and fringes, also.

SIGNED THIS 1ST DAY OF JULY, 1998.

IN BEHALF OF:

THE MASTER BUILDERS' ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.

/s/John C. Mascaro, President

/s/Jack W. Ramage, Secretary

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 66

/s/Joseph E. Beasley, Business Manager

/s/Dennis C. Manown, President

SAFETY RULES

1. **ACCIDENTS OR INJURIES**, regardless of their nature, shall be reported to the supervisor for immediate attention.
2. **PROJECTING NAILS** shall be turned down or removed from lumber by all Employees who are responsible for eliminating this hazard.
3. **EYE AND/OR FACE PROTECTION** shall be worn by all Employees when exposed to flying objects.
4. **PROTECTIVE HELMETS** shall be worn in all posted hard hat areas or when Employees are exposed to falling or flying objects.
5. **"MEN WORKING ABOVE"** signs shall be posted at the lower levels by the Employees working above other workmen who may thus cause them to be exposed to falling objects.
6. **GENERAL EXCAVATION AND TRENCH CONSTRUCTION**, in soils other than rock, shale, or consolidated slag, shall be shored braced and/or sloped according to the soil classification performed by a competent person based upon the OSHA regulations.

7. **FLOOR OPENINGS** larger than 2 (two) inches shall be planked over or barricaded, and slab edges of an open building protected by standard railing or equivalent and toe boards. Employees shall maintain these protective barriers and shall not disturb or remove them except as directed by the supervisor. If temporary removal is required, Employees removing these barriers shall be responsible for their replacement as soon as circumstances permit.

8. **SCAFFOLDING** shall be constructed of metal or lumber free from apparent defects that would impair the structural strength. The platform shall be fully planked with guardrails or equivalent on all open sides and ends.

9. **LADDERS** shall be constructed of metal or straight-grained lumber, with the maximum length of a single ladder not to exceed thirty feet. Fixed ladders shall have side rails extending three feet above landings and shall be securely fastened at the top. No ladder shall be used that has a broken rung or any other apparent defects.

10. **HAND TOOLS** shall not be used for any other purpose than that intended, and all damaged or worn parts promptly repaired or replaced.

11. **POWER TOOLS** shall be operated only by authorized personnel, with guards furnished by the manufacturer "in place", and if electrical, shall be grounded.
12. **APPROVED POWDER ACTUATED TOOLS** shall be used by trained personnel only, and operated in compliance with the regulations set forth by the Occupational Safety and Health Administration.
13. **COMPRESSED GAS CYLINDERS** shall be chained or otherwise secured in an upright position, and shall be placed in cylinder carts whenever being transported to different locations on the project.
14. **SOURCES OF IGNITION** shall be prohibited from areas where flammable liquids or explosives are stored or issued, and appropriate warning signs shall be posted at these locations.
15. All posted safety rules shall be obeyed and shall not be removed except by management's authorization. Violation of these Safety Rules may be cause for immediate dismissal of any Employee.

16. All Employees will report any infraction of the Safety Rules to their immediate supervisor for correction. In the event that the violation is not corrected within a reasonable length of time, the complaint should be appealed to the following in the order stated:
- a. Management's job safety representative.
 - b. CAP's Safety Director and Chairman of the Building Trades Safety Committee.
 - c. Joint Labor-Management Safety Committee.

UNION OFFICES

District #1
MONROEVILLE, PA
International Union of Operating
Engineers, Local No. 66
300 Seco Road, Monroeville, PA 15146
412-856-8662

SUB-OFFICES

District #2 YOUNGSTOWN, OHIO

International Union of Operating
Engineers, Local No. 66
291 McClurg Road
Youngstown, OH 44512
303-758-7536

District #3 INDIANA, PA

International Union of Operating
Engineers, Local No. 66
942-A Philadelphia Street
Indiana, PA 15701
724-463-9148