

K 8521  
1,300 workers

122 pp.

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL #66**

**BUILDING CONSTRUCTION  
HEAVY HIGHWAY  
RESIDENTIAL ADDENDUM  
COLLECTIVE BARGAINING AGREEMENT**

**June 1, 2001 — May 31, 2006**

COVERING THE COUNTIES OF:  
COLUMBIANA, MAHONING AND TRUMBULL  
IN THE STATE OF OHIO

By and Between

THE EXCAVATING CONTRACTORS DIVISION  
OF  
THE BUILDERS ASSOCIATION OF EASTERN OHIO  
and WESTERN PENNSYLVANIA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #66  
Monroeville, Pennsylvania

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**SAFETY RULES**  
**THESE RULES ARE A PART OF THE**  
**NEGOTIATED AGREEMENT**

**RULE NO. 1**

No machinery shall be oiled, greased, refueled or cleaned while machines or engine is in motion.

**RULE NO. 2**

When oiling or greasing booms, they should be lowered to ground level, whenever possible.

**RULE NO. 3**

Operating Engineers or Apprentice Operating Engineers are required to report any unsafe conditions to their foremen. Should the company neglect to correct such a condition, it shall be reason enough to cease work.

**RULE NO. 4**

No Operating Engineer or Apprentice Operating Engineer shall leave the controls of their machine while the machine or engine is in motion.

**RULE NO. 5**

The use of nails as cotter pins is prohibited. The use of wire in making repairs is bad practice.

**RULE NO. 6**

When taking signals, do not move machine unless signal is fully understood.

**RULE NO. 7**

No Operating Engineer or Apprentice Operating Engineer shall put their machine in motion without first determining the whereabouts of their oiler.

**RULE NO. 8**

The Contractor shall furnish a non-inflammable solvent for the cleaning of equipment.

**RULE NO. 9**

When handling electrical cables the company shall provide insulated gloves.

## **PREAMBLE**

This Collective Bargaining Agreement, entered into this 1st day of June 2001, is by and between the Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania (hereinafter called the "Employer") and the International Union of Operating Engineers Local Union #66, Monroeville, Pennsylvania, (hereinafter called the "Union") having jurisdiction and authorization to sign this Collective Bargaining Agreement to be in effect in Columbiana, Mahoning, and Trumbull Counties in the State of Ohio, and other assigned geographical areas and having sub-headquarters in Youngstown, Ohio, and is negotiated by the Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania in behalf of the members of said division and in behalf of all Contractor members of the Builders Association of Eastern Ohio and Western Pennsylvania and the Labor Relations Division of the Ohio Contractors Association and all members of the Labor Relations Division of the Home Builders Association when performing work in the aforementioned jurisdiction.

This Collective Bargaining Agreement shall be binding upon each member of said division (Excavating Contractors Division), upon each contractor member of the Builders Association of Eastern Ohio and Western Pennsylvania, and each member of the Labor Relations Division of the Ohio Contractors Association and the Labor Relations Division of the Home Builders Association, as well as upon the Union, each member thereof, and each employee working for a Contractor or Employer, subject hereto. In the event that any member discontinues or is discontinued from membership in the

Association(s) the provisions of the Collective Bargaining Agreement shall remain fully binding on that employer for the duration of this agreement.

The parties hereby declare their mutual objective to be that of achieving and maintaining uniform and acceptable standards of employment to benefit members of the trade and to build a reservoir of competent and efficient Operating Engineers and Apprentice Operating Engineers. The parties state such objective to be basic to the consideration for this Collective Bargaining Agreement.

The Excavating Contractors Division affiliated with the Builders Association of Eastern Ohio and Western Pennsylvania is recognized as the sole bargaining agent for its members with the International Union of Operating Engineers Local Union #66 for the Building Construction, Heavy-Highway and Residential Addendum Collective Bargaining Agreement in Columbiana, Mahoning and Trumbull Counties in the State of Ohio, including the action of the International Union of Operating Engineers General Executive Board in Case #16 on January 31, 1972 which established the territorial dividing line between any local unions separated by a body of water, shall be divided at the middle of the body of water.

## **GENERAL PROVISIONS APPLY TO ALL TYPES OF WORK UNLESS OTHERWISE INDICATED.**

### **ARTICLE I SAVINGS AND SEPARABILITY**

If any article or section of this Collective Bargaining Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Collective Bargaining Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal interest arbitration.

### **ARTICLE II PRE-JOB**

It is further agreed that no Contractor covered by this Collective Bargaining Agreement, or hiring Operating Engineers or Apprentice Operating Engineers shall start a project of work of fifty thousand dollars (\$50,000.00) or more without notifying the Union office, and upon request of either party, a pre-job conference shall be held between the Contractor and the Union to foster harmony and understanding between both parties.

Failure to comply with the pre-job requirements shall afford the Union the opportunity to withhold



or withdraw the Employees from the particular Contractor in violation until after a pre-job conference shall be held and the Union shall not be deemed to be in violation of the Collective Bargaining Agreement.

### **ARTICLE III TERM OF AGREEMENT**

The conditions of employment of this Collective Bargaining Agreement shall be in full force and effect from June 1, 2001 to May 31, 2006, and shall be in effect thereafter from year to year, unless, ninety (90) days prior to May 31, 2006, a written notice is given by either party of their desire to change any part of this Collective Bargaining Agreement.

Wages in this Collective Bargaining Agreement may be opened for negotiation after a written notification of ninety (90) days prior to May 31, 2006.

### **ARTICLE IV RECOGNITION CLAUSE**

The Union has requested recognition as the majority representative of the unit Employees described herein and the Employer has recognized the Union as the majority bargaining representative based on the Union's having shown evidence of its majority support.

### **ARTICLE V UNION SECURITY CLAUSE**

Any new Employee, not already a Member of the International Union of Operating Engineers Local #66 shall, as a condition of continued employment, apply for membership in this Union not later than the eighth (8th) day after employment by the Employer and shall continue membership thereto. The

Employer shall discharge, upon written request of the Union, any Employee who has failed or refused to comply with this section. The Union shall be the sole bargaining representative for the Operating Engineers or Apprentice Operating Engineers employed on the work covered by this Collective Bargaining Agreement.

## **ARTICLE VI REPAIR**

Operating Engineers or Apprentice Operating Engineers shall carry at all times small tools such as one crescent wrench, one screw driver and one pair of pliers for minor repairs. When repair work is done on the property of a member of the Builders Association of Eastern Ohio and Western Pennsylvania or any other Contractor for whom the Union performs work, the Employees represented by the International Union of Operating Engineers Local #66 shall be assigned to such work. All repair work done at the job site shall be under the supervision of the Operating Engineer or Apprentice Operating Engineer and/or Crew and no repair work shall be done without the Operating Engineer or Apprentice Operating Engineer and/or Crew present. When a machine to be repaired is moved to the Contractor's home shop or yards which existed prior to contract award the Operating Engineer or Apprentice Operating Engineer and/or Crew can (at the Contractor's discretion) assist in the repairs, be laid off, or reassigned to an unassigned machine. All work will be done by members of International Union of Operating Engineers Local #66. When a machine is to be repaired on a job or project site the mechanic will assist the Operating Engineer or Apprentice Operating Engineer and/or Crew on

the repair. If the machine is removed to the job or project site shop, then the Operating Engineer or Apprentice Operating Engineer and/or Crew can be reassigned to an unassigned machine. In the event of a breakdown the Employee is guaranteed the balance of the shift. No job site repairs shall be done on overtime, including Saturday, Sunday or Holiday, without the Operating Engineer or Apprentice Operating Engineer and/or Crew assisting or working on that job or project.

The Operating Engineer or Apprentice Operating Engineer and/or Crew temporarily assigned to another unassigned machine shall be assured employment during repairs (at the job or project site repair shop) on the disabled machine. The provisions of this article shall be governed by the conditions of the Deactivation Clause.

## **ARTICLE VII TRAVEL EXPENSE**

When working out of the jurisdiction of the International Union of Operating Engineers Local #66, the Operating Engineer or Apprentice Operating Engineer and/or Crew shall receive room and board providing they stay out of town while working.

## **ARTICLE VIII UNION REPRESENTATIVE**

The Business Representative shall have access to all jobs at all times, but shall not interfere with the progress of the work. The Job Steward shall be allowed sufficient time to take care of Steward duties and be recognized as the Safety Representative for the Operating Engineers and report all unsafe conditions to Management.

## **ARTICLE IX SAFETY**

### **Section 1.**

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

### **Section 2.**

The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules reasonably necessary to protect the health and safety of the Employees.

### **Section 3.**

The Joint Safety Committee provided for herein is empowered only to establish minimum safety rules and standards. In accordance with the requirements of the Occupational Safety and Health Act of 1970, the Employer has exclusive responsibility to ensure the safety of its Employees and their compliance with such safety rules and standards.

### **Section 4.**

Pursuant to the protections provided by the Occupational Safety and Health Act and the Labor Management Relations Act, Employees may refuse to perform work which they in good faith believe will expose them or their fellow workers to serious injury or death. Such a refusal shall not constitute a violation of the no-strike clause of this Collective

Bargaining Agreement; nor shall Employees suffer any loss of pay or benefits as a result of their refusal to perform such work.

**Section 5.**

The Employer agrees to permit entry by federal, state or local safety compliance inspectors, without delay, to the Employer's property or jobsites in order to allow inspection for compliance with applicable safety laws and orders.

**Section 6.**

The Union shall designate one representative to accompany each government safety inspector or team of inspectors whenever such inspector or inspectors are performing an authorized inspection of all or any portion of the Employer's premises or jobsites. If more than one team is utilized, the Union shall designate one representative to accompany each team. The Union representative or representatives shall suffer no loss of pay or benefits for time spent during such inspection.

**Section 7.**

The Employer shall promptly supply to the Union copies of all injury or accident reports filed with any federal, state or local agency.

**Section 8.**

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

1. The Employee involved may cease work on the portion of the work which they claim to be unsafe provided they have notified their Employer. The Employee may be temporarily shifted to other work on the job or project or another piece of un-

assigned equipment as provided for in this Collective Bargaining Agreement.

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

3. Should they fail and deadlock, they will call in the appropriate Representative of the Builders Association of Eastern Ohio and Western Pennsylvania, and the Union's Business Representative, and in addition, the proper representative of the state or Federal Safety Department, if so desired by either party.

4. Those Employees, if not provided work during the period of unsafe condition, will be paid as though worked, not to exceed forty (40) hours, if the Committees as provided for in Paragraph 2 and Paragraph 3 judge the unsafe condition exists.

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

6. The Union shall not use Safety as a reason to call a work stoppage, slowdown, or disruption of work.

7. The Association and Union shall form a Joint Safety Committee of three 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 Collective Bargaining Agreement.

8. 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 and the Association office. The purpose of these forms shall be to help develop safe work places.

9. 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.

10. All SAFETY EQUIPMENT, including hard hats, winter liners, and all other safety equipment, as REQUIRED, shall be supplied by the Employer at no cost to the Employee.

11. 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 a reasonable amount of time not to exceed twenty-four (24) hours, to return the Employees to work before the Employer takes recourse that may be available to them.

## **ARTICLE X PAY CONDITIONS**

### **Section 1.**

Pay day shall be once a week, not later than the end of each shift Friday. If not paid by the end of each shift on Friday, they shall receive eight (8) hours per day waiting time and not more than three (3) days shall be held back. When Operating Engineers and Apprentice Operating Engineers are laid off or discharged, they shall be paid in full at once, and if not paid in full, they shall be paid eight (8) hours per day waiting time.

### **Section 2.**

If Operating Engineers or Apprentice Operating

Engineers are not working on scheduled pay day, checks must be mailed and envelope postmarked on pay day, otherwise eight (8) hours wages shall be paid each day waiting, but the Employee must notify the Company or Business Representative within twenty-four (24) hours after pay day.

### **Section 3.**

Operating Engineers or Apprentice Operating Engineers must receive a lay-off or a discharge slip upon request when they are laid off or fired, and the reason for the discharge shall be shown on the slip. If they do not receive a lay-off slip, their pay of two (2) hours per day shall continue until they receive a lay-off slip, regular work days only.

### **Section 4.**

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 5.**

The following shall be recorded on pay envelopes or paycheck stubs of the Operating Engineer or Apprentice Operating Engineer: Pay Period Ending, Hours Worked, Regular Earnings, Overtime Earnings, Gross Earnings, Net Pay. Deductions listed shall be: Social Security and Medicare, Federal Income Tax, State of Ohio Tax, City Income Tax, Working Dues, Miscellaneous Dues, Total Deductions.

### **Section 6.**

If job conditions warrant, a system of accounting for Employees, starting and leaving the premises may be put into effect, if the Contractor and/or the Owner requires the same.



## **ARTICLE XI STEWARD**

### **Section 1.**

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

Stewards shall be appointed by the Union and shall be a qualified Operating Engineer or Apprentice Operating Engineer 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 by the Union and such duties shall be performed as expeditiously as possible. The Union shall notify the Contractor, or authorized representative, of the appointment of the Job Steward, and the Contractor or authorized representative, before laying off or discharging the Job Steward for cause, shall notify the Union of their 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 the Classification they are qualified to perform. The Job Steward shall not be discharged, or laid off, for the performance of agreed upon duties when performed in accordance with this Article. There shall be no discrimination against the Job Steward for performing Union duties. The Job Steward shall be recalled to the first job opening in a Classification they are qualified to perform in the Employer's operations at the same job site for a period of six (6) months following their layoff.

New Employees shall on their first day of employment report to the Job Steward prior to going to work if the Job 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:

Check the job referral of each Employee dispatched under the terms of this Collective Bargaining Agreement to the Contractor.

Work with the Contractor's designated representative any Employee covered by this Collective Bargaining 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.

Report to the Contractor's designated representative any work belonging to the International Union of Operating Engineers Local #66 being done by Non-Union workers or by members of another craft.

Report to the Business Representative infractions of this Collective Bargaining Agreement which have not been resolved between the Job Steward and the Contractor's designated representative.

Report to the Business Representative any Employee covered by this Agreement who leaves the job site without giving the Employer and the Job Steward prior notice.

Report any reckless or unsafe Employees covered by this Collective Bargaining Agreement on the job site to the Contractor's designated representative and to the Business Representative.

The Job Steward shall not:

Stop the Contractor's work for any reason.

Tell any Employee covered by this Collective Bargaining Agreement that they 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 the decision to the Business Representative of the Union before 5:00 PM of the same day.

The Job Steward shall act as a representative for the International Union of Operating Engineers Local #66 on all job site meetings pertaining to safety.

The provisions of the 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, they shall be given priority of referral and shall not be limited to Article XXXII, REFERRAL AGREEMENT. The provisions of this section will prevail providing there is a job available for the Steward that they have the ability to perform, and is no way intended to require the Contractor to unnecessarily increase the work force or another Employee to be laid off in order to make work available for the Steward.

## **ARTICLE XII CLASSIFICATIONS AND WAGE RATES**

### **Section 1.**

The rate of pay for the different Classifications of machines shall be as follows:

Helicopter Operators - When used in construction, the rate will be one and one-half (1 $\frac{1}{2}$ ) times the Classification I Rate.

Helicopter Hoist Operators - When used in construction, the rate is one and one-half ( $1\frac{1}{2}$ ) times the Classification II Rate.

Helicopter Signal Persons - Shall receive one and one-half ( $1\frac{1}{2}$ ) times the Classification III Rate.

## **Section 2.**

When conventional friction or hydraulic cranes are used, the following shall apply:

When the boom/boom and jib is one hundred (100) feet or more up to and including one hundred-fifty (150) feet, the Operating Engineer or Apprentice Operating Engineer shall receive: twenty-five cents (\$.25) per hour above the rate for the crane.

When the boom/boom and jib is over one hundred-fifty (150) feet up to and including two hundred (200) feet, the Operating Engineer or Apprentice Operating Engineer shall receive: fifty cents (\$.50) per hour above the rate for the crane.

When the boom/boom and jib is two hundred (200) feet or more, the Operating Engineer or Apprentice Operating Engineers shall receive, in addition to the fifty cents (\$.50) per hour in Section 2, an additional twenty-five cents (\$.25) per hour for each increment of fifty (50) feet of boom/boom and jib thereafter above the rate for the crane.

## **Section 3.**

### **CLASSIFICATION I**

The listing of the below Classifications of equipment is in reference to all types and models regardless of motor power and must be manned by an Operating Engineer or Apprentice Operating Engineer and/or Crew as indicated. The operation, repair, safety and maintenance of this equipment is

recognized as the jurisdiction of the International Union of Operating Engineers.

- \* Indicates equipment that requires an Oiler or Apprentice Operating Engineer
- \*\* Indicates two (2) Operating Engineers or Apprentice Operating Engineers
- See Page 19, Note 1

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Asphalt Heater Planer .....	23.62	24.62	25.62	\$1.10	
* Back Hoe .....	23.62	24.62	25.62	increase	
* Back Hoe with shear attached .....	23.62	24.62	25.62	6-01-2004	
Back Hoe - Rear Pivotal Swing .....	23.62	24.62	25.62	and	
* Batch Plant - Central Mix Concrete .....	23.62	24.62	25.62	\$1.10	
* Batch Plant - Portable Concrete .....	23.62	24.62	25.62	increase	
* Berm Builder - Automatic .....	23.62	24.62	25.62	6-01-2005 to	
Backfiller with drag attachment .....	23.62	24.62	25.62	be allocated	
* Boat - Derrick .....	23.62	24.62	25.62	to wages	
* Boat - Tug .....	23.62	24.62	25.62	and/or fringe	
Boring Machine when attached .....	23.62	24.62	25.62	benefits	
To tractor					
Bullclam .....	23.62	24.62	25.62		
Bulldozer .....	23.62	24.62	25.62		
* C.M.I. Road Builders and similar types	23.62	24.62	25.62		
Cable Placer & Layer .....	23.62	24.62	25.62		
Carrier - Straddle .....	23.62	24.62	25.62		
Chicago Boom .....	23.62	24.62	25.62		
Compactor with blade attached .....	23.62	24.62	25.62		
Concrete Pump .....	23.62	24.62	25.62		
Concrete Saw Vermeer Or similar type	23.62	24.62	25.62		
Concrete Spreader Finisher .....	23.62	24.62	25.62		
Combination (Bidwell Machine)					
*Crane .....	23.62	24.62	25.62		
Crane - Electric Overhead .....	23.62	24.62	25.62		

## CLASSIFICATION I (continued)

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Crane - Rough Terrain - (See Page 19, Note 1) .....	23.62	24.62	25.62		
* Crane - Truck .....	23.62	24.62	25.62		
* Crane - Tower .....	23.62	24.62	25.62		
Derrick - Boom .....	23.62	24.62	25.62		
* Derrick - Car .....	23.62	24.62	25.62		
* Diggers - Wheel (not trencher or road widener)	23.62	24.62	25.62		
Double Nine .....	23.62	24.62	25.62		
* Drag Line .....	23.62	24.62	25.62		
* Dredge .....	23.62	24.62	25.62		
* Drill - Kenny or similar type .....	23.62	24.62	25.62		
Easy Pour Median Barrier Machine .... (Or similar type)	23.62	24.62	25.62		
Electromatic .....	23.62	24.62	25.62		
Environmental Maintenance Mechanic	23.62	24.62	25.62		
** Frankie Pile .....	23.62	24.62	25.62		
* Gradall .....	23.62	24.62	25.62		
Grader .....	23.62	24.62	25.62		
Gurry .....	23.62	24.62	25.62		
* Gurry - Self Propelled .....	23.62	24.62	25.62		
Heavy Equipment Robotics .....	23.62	24.62	25.62		
Operator/Mechanic					
Hoist - Monorail .....	23.62	24.62	25.62		
Hoist - Stationary and Mobile Tractor ..	23.62	24.62	25.62		
Hoist - Two or three drum .....	23.62	24.62	25.62		
Horizontal Directional Drill Operator ..	23.62	24.62	25.62		
Jackall .....	23.62	24.62	25.62		
* Jumbo Machine .....	23.62	24.62	25.62		
* Kocal or Kuhlman .....	23.62	24.62	25.62		
Lead Engineer .....	24.12	25.12	26.12		
Land - Seagoing Vehicle .....	23.62	24.62	25.62		

## CLASSIFICATION I (continued)

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Loader - Elevating .....	23.62	24.62	25.62		
Loader - Front End .....	23.62	24.62	25.62		
Loader - Skid Steer .....	23.62	24.62	25.62		
* Locomotive .....	23.62	24.62	25.62		
Mechanic - Mechanic as Welder .....	23.62	24.62	25.62		
* Metro Chip Harvester with boom .....	23.62	24.62	25.62		
Mucking Machine .....	23.62	24.62	25.62		
Paver - Asphalt .....	23.62	24.62	25.62		
* Paver - Road Concrete .....	23.62	24.62	25.62		
** Paver - Slip Form (C.M.I. or similar) ...	23.62	24.62	25.62		
Post Driver (Carrier Mounted) .....	23.62	24.62	25.62		
Power Driven hydraulic pumps .....	23.62	24.62	25.62		
And jacks (when used in slip form Or lift slab construction)					
Quick Change Barrier Machine .....	23.62	24.62	25.62		
Regulator - Ballast .....	23.62	24.62	25.62		
** Rigs - Drilling .....	23.62	24.62	25.62		
* Rigs - Pile Driver or Cassion Type .....	23.89	24.89	25.89		
(\$27 above crane rate)					
* Rigs - (Pile Hydraulic Unit Attached) ..	23.89	24.89	25.89		
* Roto Mill or similar, .....	23.62	24.62	25.62		
(8 ft. wide and over)					
Roto Mill or similar under 8 ft. ....	23.62	24.62	25.62		
Scraper/Pan .....	23.62	24.62	25.62		
* Shovel .....	23.62	24.62	25.62		
Shuttle Buggy .....	23.62	24.62	25.62		
Side Boom .....	23.62	24.62	25.62		
Slip Form Curb Machine .....	23.62	24.62	25.62		
Speedswing .....	23.62	24.62	25.62		
Spikemaster .....	23.62	24.62	25.62		
* Stonecrusher .....	23.62	24.62	25.62		
Tie Puller & Loader .....	23.62	24.62	25.62		

## CLASSIFICATION I (continued)

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Tie Tamper (single or multihead) .....	23.62	24.62	25.62		
Tractor - Double Boom .....	23.62	24.62	25.62		
Tractor with attachment .....	23.62	24.62	25.62		
Trucks - Boom .....	23.62	24.62	25.62		
Truck - Tire (assigned to job) .....	23.62	24.62	25.62		
Trenching Machine .....	23.62	24.62	25.62		
* Tunnel Machine (Mark 21 Java .....	23.62	24.62	25.62		
Or similar)					
* Whirley (or similar type) .....	23.62	24.62	25.62		

### Note 1:

The Company shall have the option of hiring oilers on hydraulic, fifty (50) ton or under rough terrain cranes with one (1) cab.

Oilers are optional on hydraulic track backhoes with a maximum weight of one hundred-thousand (100,000) pounds and under, track gradalls, truck gradalls, post drivers (remote control only), and hydraulic truck cranes with two (2) cabs up to and including fifty (50) ton capacity.

All hydraulic equipment exceeding the above capacities based on manufacturers' specifications and weights shall require oilers.

The company shall have the option of hiring oilers on hydraulic track drill rigs model TMMCD-60T Drill Sargent or similar up to and including sixty-thousand (60,000) pounds.

The operation, repair, safety and maintenance of this equipment are recognized as the jurisdiction of the International Union of Operating Engineers. If anyone other than an Operating Engineer



or Apprentice Operating Engineer is performing the work or manning equipment formerly manned by Operating Engineers or Apprentice Operating Engineers, then the Company must employ Operating Engineers or Apprentice Operating Engineers to man this equipment, and the Competitive Adjustments agreed upon will be negated for one (1) year on the project which is in violation.

### CLASSIFICATION II

The listing of the below Classification of equipment is in reference to all types and models regardless of motor power and must be manned by an Operating Engineer or Apprentice Operating Engineer and/or Crew as indicated. The operation, repair, safety and maintenance of this equipment are recognized as the jurisdiction of the International Union of Operating Engineers.

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
** Asphalt Plant .....	21.97	22.92	23.87	\$1.05	
Bending Machine (pipeline or similar type) .....	21.97	22.92	23.87	increase	6-01-2004
Boring Machine (motor driven) .....	21.97	22.92	23.87	and	
Chip Harvester (without boom) .....	21.97	22.92	23.87	\$1.05	
Cleaning machine (pipeline type) .....	21.97	22.92	23.87	increase	
Coating machine (pipeline type) .....	21.97	22.92	23.87	6-01-2005 to	
Compactor .....	21.97	22.92	23.87	be allocated	
Concrete Belt Placer .....	21.97	22.92	23.87	to wages	
Concrete Finisher .....	21.97	22.92	23.87	and/or fringe	
Concrete Planer or asphalt .....	21.97	22.92	23.87	benefits.	
Concrete spreader .....	21.97	22.92	23.87		
Elevator .....	21.97	22.92	23.87		
Fork Lift (home building only) .....	21.97	22.92	23.87		
Fork Lift (walk behind hoisting Over one buck high) .....	21.97	22.92	23.87		

## CLASSIFICATION II (continued)

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Form Line Machine .....	21.97	22.92	23.87		
Grease Truck Operator .....	21.97	22.92	23.87		
Grout Pump .....	21.97	22.92	23.87		
Gunnite Machine .....	21.97	22.92	23.87		
Horizontal Directional Drill Locator ...	21.97	22.92	23.87		
Huck Bolting Machine .....	21.97	22.92	23.87		
Hydraulic Scaffold (hoisting .....	21.97	22.92	23.87		
building materials)					
Paving Breaker (self-propelled .....	21.97	22.92	23.87		
or ridden)					
Pipe Dream .....	21.97	22.92	23.87		
Pot Fireman (power agitated) .....	21.97	22.92	23.87		
Refrigeration Plant .....	21.97	22.92	23.87		
Road Widener .....	21.97	22.92	23.87		
Roller .....	21.97	22.92	23.87		
Sasgen Derrick .....	21.97	22.92	23.87		
Seeding Machine .....	21.97	22.92	23.87		
Single Drum Hoist (with or without ...	21.97	22.92	23.87		
Tower)					
Soil Stabilizer (pump type) .....	21.97	22.92	23.87		
Spray cure Machine (self-propelled) ...	21.97	22.92	23.87		
Straw Blower Machine .....	21.97	22.92	23.87		
Sub-Grader .....	21.97	22.92	23.87		
Tube Finisher or Broom C.M.I. (or similar type) .....	21.97	22.92	23.87		
Tugger Hoist .....	21.97	22.92	23.87		

The operation, repair, safety and maintenance of this equipment are recognized as the jurisdiction of the International Union of Operating Engineers. If anyone other than an Operating Engineer or Apprentice Operating Engineer is performing the

work or manning equipment formerly manned by Operating Engineers or Apprentice Operating Engineers, then the Company must employ Operating Engineers or Apprentice Operating Engineers to man this equipment, and the Competitive Adjustments agreed upon will be negated for one (1) year on the project which is in violation.

### CLASSIFICATION III

The listing of the below Classification of equipment is in reference to all types and models regardless of motor power and must be manned by an Operating Engineer or Apprentice Operating Engineer and/or Crew as indicated. The operation, repair, safety and maintenance of this equipment are recognized as the jurisdiction of the International Union of Operating Engineers.

# refers to manning of Minor Equipment as per Article XXXIII, MANNING OF MINOR EQUIPMENT, BUILDING CONSTRUCTION AND HEAVY-HIGHWAY

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Air Curtain Destructor or similar type (see note below) .....	19.76	20.61	21.46		\$.95 increase
Batch Plant (job related) .....	19.76	20.61	21.46		6-01-2004 and
Boiler Operator .....	19.76	20.61	21.46		\$.95 increase
# Compressor .....	19.76	20.61	21.46		6-01-2005 to
# Conveyor .....	19.76	20.61	21.46		be allocated
Curb Builder (self propelled) .....	19.76	20.61	21.46		to wages
Drill Wagon .....	19.76	20.61	21.46		and/or fringe
Forklifts and Lulls (see Note 2) .....	19.76	20.61	21.46		benefits.
# Generator Sets .....	19.76	20.61	21.46		
Generator - Steam .....	19.76	20.61	21.46		
# Heaters (portable power) .....	19.76	20.61	21.46		
Hydraulic Manipulator Crane .....	19.76	20.61	21.46		

## CLASSIFICATION III (continued)

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Hydraulic Power Unit (not attached ... To rig for Pile Driving Operation)	19.76	20.61	21.46		
Jacks - Hydraulic (power driven) .....	19.76	20.61	21.46		
Jacks - Hydraulic (railroad) .....	19.76	20.61	21.46		
Ladavator .....	19.76	20.61	21.46		
Minor Machine Operator .....	19.76	20.61	21.46		
Mixer - Concrete .....	19.76	20.61	21.46		
Mulching Machine .....	19.76	20.61	21.46		
Pin Puller .....	19.76	20.61	21.46		
Power Broom .....	19.76	20.61	21.46		
Pulverizer .....	19.76	20.61	21.46		
# Pump (water or similar) .....	19.76	20.61	21.46		
Road Finishing Machine (pull type) ....	19.76	20.61	21.46		
Saw - Concrete - self propelled .....	19.76	20.61	21.46		
Highway Work					
Signal Man .....	19.76	20.61	21.46		
Spray Cure Machine Motor Powered ..	19.76	20.61	21.46		
Steam Jenny .....	19.76	20.61	21.46		
Stump Cutter .....	19.76	20.61	21.46		
Syphons .....	19.76	20.61	21.46		
Tractor .....	19.76	20.61	21.46		
Trencher - Form .....	19.76	20.61	21.46		
Vibrator Gasoline .....	19.76	20.61	21.46		
Water Blaster .....	19.76	20.61	21.46		
# Welding Machines .....	19.76	20.61	21.46		
Oiler, Brakeman, Fireman, Deck Hand & Mechanic Helper .....	17.20	18.00	18.80	\$ .90 increase 6-01-2004 and \$ .90 increase 6-01-2005 to be allocated to wages and/or fringe benefits.	

**Note 1:**

If the Air Curtain Destructor is fed by a piece of equipment that requires an Oiler, the Oiler will receive Class I rate of wages. However if the Air Curtain Destructor is fed by a piece of equipment that does not require an Oiler, a Fireman will be employed on the equipment and paid at the Fireman rate of wages.

**Note 2:**

If anyone other than an Operating Engineer or Apprentice Operating Engineer is performing the work or manning equipment, formerly manned by Operating Engineers or Apprentice Operating Engineers, then the Company must employ Operating Engineers or Apprentice Operating Engineers to man this equipment, and the Competitive Adjustments agreed upon will be negated for one (1) year on the project which is in violation.

**Section 4.**

The rates of pay for Apprentice Operating Engineers shall be as follows for all jobs and projects:

- |                    |   |
|--------------------|---|
| <b>First Year</b>  | Four dollars (\$4.00) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.                  |
| <b>Second Year</b> | Three dollars and fifty cents (\$3.50) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits. |
| <b>Third Year</b>  | Two dollars and fifty cents (\$2.50) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.   |

**Fourth Year** Two dollars (\$2.00) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.

**Section 5.**

The Employer shall contribute one dollar (\$1.00) per hour for each hour worked by all Apprentice Operating Engineers to the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program.

**Section 6.**

In addition to the hourly wage rates in Classifications I, II and III, Employers shall contribute the following amounts for each hour worked to:

Operating Engineers Construction Industry and Miscellaneous Pension Fund:

Three dollars and thirty-five cents (\$3.35) effective 6-1-2001.

Operating Engineers Local #66 Welfare Fund:

Four dollars and eighty cents (\$4.80) effective 6-1-2001

Operating Engineers Local #66 Annuity and Savings Fund:

Two dollars and ten cents (\$2.10) effective 6-1-2001

Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program:

Twenty-six cents (\$.26) effective 6-1-2001

Operating Engineers Local #66 Benefit Fund:

Five cents (\$.05) effective 6-1-2001

Construction Advancement Program:

Ten cents (\$.10) effective 6-1-2001

United Way:

Two cents (\$.02) effective 6-1-2001

All Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement must contribute the following amounts for each hour worked:

**Work Assessment:**

Two percent (2%) of gross wages effective 6-1-2001

See Article XXIX, WORKING DUES

**Building Trades, Social Fund and Miscellaneous Dues Deduction:**

Seventy-nine cents (\$.79) effective 6-1-2001

Eighty-four cents (\$.84) effective 6-1-2002

Eighty-nine cents (\$.89) effective 6-1-2003

See Article XXV, BUILDING TRADES, SOCIAL FUND, OPERATING ENGINEERS LOCAL #66, DISTRICT #2 PCE, LOCAL 66 PAC CLUB AND MISCELLANEOUS DEDUCTIONS

**Section 7.**

The Union shall have the option of using all or any part of the negotiated wage increase scheduled for 6-1-2004 and 6-1-2005 for improvement of or payment of costs of any fringe benefits provided for under this Collective Bargaining Agreement. The Union agrees to give the Employer written notice of its intent to do so by registered letter sent to the offices of the Builders Association of Eastern Ohio and Western Pennsylvania at least 60 days before the effective date of the intended change specifying in said notice the amount of change to be applied for this purpose and the fringe benefit for which the money is to be used.

**Section 8.**

All equipment both new and old that are not listed in this Collective Bargaining Agreement shall be placed in a Classification decided upon by a Joint

Committee equally represented the Union and the Builders Association of Eastern Ohio and Western Pennsylvania.

**Section 9.**

When a Lead Engineer, Mechanic, Operating Engineer or Apprentice Operating Engineer requires assistance in performing their duties, that individual shall be a Member of the International Union of Operating Engineers.

**Section 10.**

When steam or air is derived from a boiler or compressor mounted on a rig used for the purpose of driving pile, a Boiler Operator or Compressor Operator shall be employed in addition to the Oiler. Conditions and overtime pay for Oilers, Apprentice Operating Engineers and Firemen to be the same as for Operating Engineers.

When a generator or generators are used in conjunction with a pile driving operation, one Operating Engineer shall be employed on same.

**Section 11.**

An Operating Engineer or Apprentice Operating Engineer shall operate a compressor and tugger at Classification I rate of wages when the compressor is used to furnish air for the tugger only. If the air from the compressor is used for other purposes, then an Operating Engineer or Apprentice Operating Engineer shall be employed on the tugger and an Operating Engineer shall be employed on the compressor.

**Section 12.**

An Operating Engineer's or Apprentice Operating Engineer's assigned equipment and shift shall be the deciding factor in the termination of employment or overtime. Further it is to be recognized for



the purpose of this Collective Bargaining Agreement that an Operating Engineer or Apprentice Operating Engineer and/or Crew may follow their assigned equipment to another job or project within the jurisdiction of the Union.

### **Section 13.**

The Operating Engineer or Apprentice Operating Engineer must have suitable shelter over and around their work in order to protect their lives and health. When gas, electric or skeleton engines are being operated in cold weather, the engine room shall be heated. If, in the opinion of the Business Representative, the conditions of this Section are not being carried out, it will be sufficient reason for the Operating Engineers or Apprentice Operating Engineers to cease work immediately. Rain suits will not be considered suitable shelter.

The Contractor will be required to furnish all safety equipment as may be required at no cost to the Operating Engineer or Apprentice Operating Engineer. The Contractor must provide the proper sanitary facilities for all Employees.

The Contractor must provide suitable and safe drinking water with ice to retain the coolness of same at convenient locations and in sufficient quantity. All Operating Engineers or Apprentice Operating Engineers shall be permitted to avail themselves of the facilities.

### **Section 14.**

Employees covered by this Collective Bargaining Agreement shall be employed to operate all house elevators and to also operate all other elevators used for hoisting and lowering construction materials and equipment in buildings under construction until the building is turned over to the

owner. When buildings are being remodeled, an Operating Engineer or Apprentice Operating Engineer shall be employed to operate all house elevators and to also operate all other elevators used for hoisting and lowering construction materials and equipment. Turning the elevator over to the owner prior to completion of the construction or remodeling shall not relieve the Employer of it's obligation to employ such Operating Engineers or Apprentice Operating Engineers as outlined above unless the only work remaining is 'Punchlist' work.

In the event an elevator is under the control of the owners and they will not permit the Operating Engineer or Apprentice Operating Engineer represented by the International Union of Operating Engineers to operate said elevator, in such cases, the Employer may be permitted to assign other duties to said Operating Engineer or Apprentice Operating Engineer that are not inconsistent with the provisions of this Collective Bargaining Agreement.

### **Section 15.**

The Operating Engineer or Apprentice Operating Engineer shall be allowed time for necessary repair work and washing of boilers and must be allowed to use their own judgment as to when the boiler and engine must be washed and repaired. If in the opinion of the Contractor this work is not required, it shall be referred to a State Safety Inspector.

### **Section 16.**

When conveyors are used in conjunction with a fork lift, the fork lift Operating Engineer or Apprentice Operating Engineer shall also operate the conveyor and receive Lead Engineer rate of wages. However, if a conveyor Operating Engineer is hired

prior to the fork lift Operating Engineer or Apprentice Operating Engineer being placed on the job, the conveyor Operating Engineer and the fork lift Operating Engineer or Apprentice Operating Engineer shall continue to be employed.

#### **Section 17.**

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

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

#### **Section 18.**

It shall be the responsibility of the Contractor at the beginning of all jobs or projects to provide the Operating Engineers or Apprentice Operating Engineers with a heated shanty in which to change clothes and eat lunch. If the provisions of this section are not complied with it shall be sufficient reason to cease work.

#### **Section 19.**

An Operating Engineer or Apprentice Operating Engineer shall be employed on all grease trucks and shall drive same.

#### **Section 20.**

No Employee covered by this Collective Bargaining Agreement may be discharged by an Employer for honoring and/or refusing to cross a legal picket line established by an International Union affiliated

with the Building and Construction Trades Department of the AFL-CIO or a affiliated Local Union thereof whose picket line has been authorized and sanctioned by proper Union authorities; nor shall it be considered a violation of the 'No Strike' clause, if the International Union of Operating Engineers recognizes the aforestated legal picket line.

### **ARTICLE XIII STATEMENT OF POLICY**

The equipment listed in this Collective Bargaining Agreement are recognized as coming under the jurisdiction of the International Union of Operating Engineers Local #66 and it is the intent of the Employer (in the event of a claim by another craft) to assign Members of the International Union of Operating Engineers Local #66 to operate the equipment in question until such time as a decision to the contrary is rendered by a proper board of competent jurisdiction as provided for in this Collective Bargaining Agreement.

### **ARTICLE XIV PROTECTION OF EMPLOYEES**

So that Employees working under the terms of this Collective Bargaining Agreement will be protected in case of accident, the Builders Association of Eastern Ohio and Western Pennsylvania will furnish International Union of Operating Engineers Local #66 a written statement, certifying that their Members carry State Worker's Compensation Insurance, and revise said statement every three (3) months, and the International Union of Operating Engineers Local #66 hereby agrees that any Employer not shown on said statement will be required to file with the Business Representative of the In-

ternational Union of Operating Engineers Local #66 a copy of their premium payment for Worker's Compensation Insurance before any Member shall begin work for such Employer. The Business Representative shall remove Operating Engineers or Apprentice Operating Engineers from any job where provisions of this article of the Collective Bargaining Agreement are violated.

## **ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY**

The Employer 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 XVI JURISDICTIONAL DISPUTES**

### **Section 1.**

Both parties to this Collective Bargaining Agreement hereby agree to be governed by the provisions of the plan for settlement of jurisdiction disputes as adopted by the Building and Construction Trades Department of the AFL-CIO; the participating Specialty Contractor Employer's Association and the Associated General Contractors of America, Inc.

## **Section 2.**

The Union and the Employer shall provide all possible assistance in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

## **ARTICLE XVII ARBITRATION**

1. Grievances or disputes of the Employer or the Union, arising out of the interpretation, application or enforcement of this Collective Bargaining Agreement, shall be settled between the Employer directly involved and the authorized representative of the Union, if possible. An Employer may have a representative of the Builders Association of Eastern Ohio and Western Pennsylvania present to act as its agent in any joint discussion pertaining to the matter.

2. Grievances or disputes not settled as provided in Paragraph 1. shall be submitted in writing by either party to a Joint Arbitration Board.

3. The Joint Arbitration board shall consist of three (3) members appointed by the Builders Association of Eastern Ohio and Western Pennsylvania and three (3) members appointed by the Union Business Manager, which will comprise a six (6) member Joint Arbitration Board.

4. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and the Secretary shall be permitted to cast a vote. The Chair-

man shall conduct the meeting of the Joint Arbitration Board in a fair and objective manner. The Secretary is responsible for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

5. In the event that a grievance or dispute does arise and is then brought to the Joint Arbitration Board's attention, this Board shall be called into session within forty-eight (48) hours (exclusive of Saturdays, Sundays and Holidays) of the call or notification.

If the Employer fails to hold the meeting within seventy-two (72) hours after the request, the Union may remove the Operating Engineers or Apprentice Operating Engineers from the job. There shall be no work stoppage during the arbitration process. This seventy-two (72) hours requirement may be waived by mutual agreement between the Union and the Builders Association of Eastern Ohio and Western Pennsylvania.

6. Decision of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to this Collective Bargaining Agreement.

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

8. All decisions rendered by a majority of the Arbitration Panel shall be in writing and shall be final and binding on the Employer, the Builders Association of Eastern Ohio and Western Pennsylvania, the International Union of Operating Engineers Local #66, and all Employees concerned.

9. All expenses incurred by either Joint Arbitra-

tion Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

10. Pending consideration by the Joint Arbitration Board or the Arbitration Panel as provided in the foregoing, it is expressly understood and agreed that there shall be no strikes or lockouts or stoppage of work of any kind ordered or permitted against any of the parties to this Collective Bargaining Agreement, (except as provided for in same).

11. For the mutual benefit of all concerned and to preserve the useful function of these procedures for those cases where it is most needed, all parties who may have a grievance or dispute are urged to make every diligent and reasonable effort possible to resolve the grievance or dispute without the use of the Joint Arbitration Board or the Arbitration Panel.

12. If the Joint Arbitration Committee is unable to resolve the dispute the Committee shall promptly select an impartial Arbitrator. In the event that the Committee is unable to agree upon the selection of an impartial Arbitrator, the Builders Association of Eastern Ohio and Western Pennsylvania and the International Union of Operating Engineers Local #66 shall promptly address a joint request to the Director of the Federal Mediation and Conciliation Service for a panel of seven (7) Arbitrators, from which each party shall alternately strike one name until one (1) remains, and that person shall be designated as the impartial Arbitrator to hear and determine the dispute. Expenses of the Arbitrator shall be shared equally by all parties involved.

13. 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 shall have no authority to add to, detract from, or alter its terms.

## **ARTICLE XVIII SUBLETTING OF WORK**

Any Contractor who sublets any of the work which is performed by the International Union of Operating Engineers Local #66 defined in this Collective Bargaining Agreement must sublet same subject to the wages, hours, working conditions and Union Security called for in this Collective Bargaining Agreement. The Contractor agrees to include the above in their Agreement with the Sub-contractor.

Further, all sub-contractors must sign this Collective Bargaining Agreement before said Sub-contractor shall start to work.

## **ARTICLE XIX APPRENTICESHIP**

### **Section 1.**

Effective June 1, 2001, any Contractor employing Operating Engineers or Apprentice Operating Engineers within the boundaries of Columbiana, Mahoning and Trumbull Counties in Ohio and assigned geographical areas shall pay to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program a contribution of twenty-six cents (\$.26) per hour for each hour worked and for every Employee represented by this Collective Bargaining Agreement that is employed by the Employer.

Employers who are not a part of the Bargaining Unit as specified in the Preamble of this Collective

Bargaining Agreement and who refuse to make payments to the Construction Advancement Program as required by Article XXI, CONSTRUCTION ADVANCEMENT PROGRAM, of this Collective Bargaining Agreement shall pay two (2) times the amount of money per hour worked to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program in addition to the amount specified in this article.

### **Section 2.**

In addition to the twenty-six cents (\$.26) per hour described in Section 1 of this Article, the Employer shall also contribute one dollar (\$1.00) per hour for each hour worked by all Apprentice Operating Engineers to the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program.

### **Section 3.**

Employers shall make the contributions above noted for the purpose of underwriting the expense of the training and education of Operating Engineers or Apprentice Operating Engineers.

### **Section 4.**

If an Employer shall fail to remit to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program when the same shall be due and payable the Employer shall be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

### **Section 5.**

Payments and reports for each monthly contribution period shall be mailed or delivered on or before the fifteenth (15th) day of the following month to the National City Bank/Pittsburgh Operating Engineers Local Union #66 Contributions Ac-

count, P. O. Box 400109, Pittsburgh, PA 15268-0109, in accordance with Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY of this Collective Bargaining Agreement.

### **Section 6.**

Parties signatory to this Collective Bargaining Agreement agree to the establishment of the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program and further agree to abide by all rules and regulations imposed by said Board of Trustees. The training standards of this Board of Trustees, which may be amended from time to time, are hereby incorporated by reference.

The schooling and employment of all Operating Engineers and Apprentice Operating Engineers shall be under the regulation and jurisdiction of the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program.

### **Section 7.**

The working rules and conditions contained in this Collective Bargaining Agreement shall apply to Operating Engineers and Apprentice Operating Engineers alike.

### **Section 8.**

The Contractor shall employ Apprentice Operating Engineers in accordance with the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program Standards under this Collective Bargaining Agreement. When seven (7) Operating Engineers are employed, the Contractor's next Employee shall be an Apprentice Operating Engineer provided the Apprentice Operating Engineer employed can perform the job assignment and does not unnecessarily increase the Contractor's

work force. The Apprentice Operating Engineer shall be under the direction of the Operating Engineer or Lead Engineer.

## **ARTICLE XX PENSION FUND**

### **Section 1.**

Beginning on the first (1st) day of October, 1960, the Operating Engineers Construction Industry and Miscellaneous Pension Fund shall be in effect, and shall automatically continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to June 1, 2006, of a desire to change.

### **Section 2.**

Effective June 1, 2001, the Employer shall pay to the Operating Engineers Construction Industry and Miscellaneous Pension Fund, a sum of three dollars & thirty- five cents (\$3.35) an hour for each hour worked and for each Operating Engineer or Apprentice Operating Engineer represented by this Collective Bargaining Agreement that is employed by the Employer within the jurisdiction of this Collective Bargaining Agreement.

### **Section 3.**

Monthly reporting forms shall be supplied to the Employer by Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement.

### **Section 4.**

If an Employer fails to remit to the Operating Engineers Local #66, AFL-CIO and Construction In-

dustry Combined Funds, Inc. when the same shall be due and payable, they shall be considered delinquent and in breach of this Collective Bargaining Agreement, and subject to the provisions of Article XXVIII, FUND AUDITS.

### **Section 5.**

Should it become necessary to change the contribution rate beginning June 1, 2004, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

## **ARTICLE XXI CONSTRUCTION ADVANCEMENT PROGRAM**

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

The said Construction Advancement Program is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the Trustee thereof, and which is included herein by reference and made a part hereof. Each Employer covered by this Col-

lective Bargaining Agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hour worked for each Operating Engineer, Apprentice Operating Engineer or other employee within the bargaining unit, to the Construction Advancement Program in accordance with instructions on forms furnished by the Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. Effective June 1, 2001, this amount will be based upon hours worked by Operating Engineers or Apprentice Operating Engineers for Employers represented by this Collective Bargaining Agreement in Trumbull, Mahoning and Columbiana Counties in Ohio and assigned geographical areas. Effective June 1, 2001, the contribution shall be ten cents (\$.10) per hour. This may be increased a maximum of two cents (\$.02) to provide for the Substance Abuse Program.

The consideration for this Collective Bargaining Agreement is as follows:

Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities.

Obligations assumed by the Employer to withhold, collect and forward monies from the pay of Employees for the benefit of Employees in Welfare Funds, Pension Funds and Annuity Funds, etc.

Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Funds.

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to Operating Engineers Local

#66, AFL-CIO and Construction Industry Combined Funds, Inc. on or before the fifteenth (15th) day of the following month. Payments post-marked or delivered by messenger after the fifteenth (15th) day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves, and costs of collection arising from late payment.

## **ARTICLE XXII OPERATING ENGINEERS LOCAL #66 WELFARE FUND**

### **Section 1.**

Effective June 1, 2001, and during the term of this Collective Bargaining Agreement, the Employer agrees to pay to Operating Engineers Local #66 Welfare Fund the sum of four dollars and eighty cents (\$4.80) per hour for each hour worked by all Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement, and by the terms and conditions of the Declaration of Trust, as amended, to provide for participation by the Builders Association of Eastern Ohio and Western Pennsylvania, and by all Employers who become signatory to this Collective Bargaining Agreement. Of this amount, a contribution at the rate of twenty cents (\$.20) per hour for each hour worked shall be deposited to the Retirees Contribution Account.

### **Section 2.**

If an Employer shall fail to remit to the Operating Engineers Local #66 Welfare Fund when the same shall be due and payable, the Employer shall

be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

### **Section 3.**

Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

### **Section 4.**

Should it become necessary to change the contribution rate beginning June 1, 2004, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

## **ARTICLE XXIII OPERATING ENGINEERS LOCAL #66 ANNUITY AND SAVINGS FUND**

### **Section 1.**

Effective June 1, 2001, and during the term of this Collective Bargaining Agreement, the Employer agrees to pay to Operating Engineers Local #66 Annuity and Savings Fund the sum of two dollars and ten cents (\$2.10) per hour for each hour worked by all Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement, and by the terms and conditions of the Declaration of Trust, as amended, to provide



for participation by the Builders Association of Eastern Ohio and Western Pennsylvania, and by all Employers who become signatory to this Collective Bargaining Agreement.

### **Section 2.**

If an Employer shall fail to remit to the Operating Engineers Local #66 Annuity and Savings Fund when the same shall be due and payable, the Employer shall be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

### **Section 3.**

Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

### **Section 4.**

Should it become necessary to change the contribution rate beginning June 1, 2004, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

## **ARTICLE XXIV UNITED WAY**

### **Section 1.**

Effective June 1, 2001, and continuing through May 31, 2006, the Union and the Employer agree to contribute to the United Way a sum of two cents

(\$.02) per hour for each hour worked for all Operating Engineers or Apprentice Operating Engineers represented under the terms of this Collective Bargaining Agreement.

## **Section 2.**

Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

## **ARTICLE XXV**

### **BUILDING TRADES, SOCIAL FUND, OPERATING ENGINEERS LOCAL #66 DISTRICT #2 PCE, LOCAL 66 PAC CLUB AND MISCELLANEOUS DEDUCTIONS**

Effective June 1, 2001, the Employer agrees to deduct seventy-nine cents (\$.79) per hour for each hour worked for all Operating Engineers or Apprentice Operating Engineers represented by this Collective Bargaining Agreement, provided said Operating Engineer or Apprentice Operating Engineer has signed an authorization card permitting such deduction. Effective June 1, 2002, this amount shall be eighty-four cents (\$.84) per hour for each hour worked; effective June 1, 2003, this amount shall be eighty-nine cents (\$.89) per hour for each hour worked. The Union agrees to take the responsibility for the solicitation of the authorization cards. It is further agreed that the Union will make a copy of

such authorization card available to the Employer upon request.

### **Section 1.**

Beginning June 1, 2001, all Operating Engineers or Apprentice Operating Engineers shall have deducted from their pay, three cents (\$.03) per hour for each hour worked for as an Employee contribution into the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program to help defray the cost of training

In the alternative, Operating Engineers or Apprentice Operating Engineers shall have the option of directing the three cents (\$.03) per hour for each hour worked set forth in this section into Local 66 PAC Club if the Operating Engineers or Apprentice Operating Engineer voluntarily authorizes such contribution by executing a proper checkoff authorization form directing their Employer to make this contribution.

### **Section 2.**

Beginning July 1, 2000, all Operating Engineers or Apprentice Operating Engineers shall contribute from their pay three cents (\$.03) per hour for each hour worked. This amount is to be forwarded to International Union of Operating Engineers Local #66 General Fund and shall become a source of income for Operating Engineers Local #66 District #2 PCE. This contribution was approved at a notified meeting on June 19, 2000.

### **Section 3.**

Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with

the provisions of Article XXVII; SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

## **ARTICLE XXVI BONDS**

If a Contractor wishes to enter into a Collective Bargaining Agreement with International Union of Operating Engineers Local #66 or if a Employer becomes delinquent in payment of wages or fringe benefits, the said Contractor/Employer will be required to post a five thousand dollars (\$5,000.00) Non-Revocable Bond for each Operating Engineer or Apprentice Operating Engineer to be employed on the job or project covering all wages and fringe benefits upon request of Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc.

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

### **Section 1.**

Each Employer who is a party to this Collective Bargaining Agreement agrees to submit a monthly report showing all Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement who have been employed during such month, the Gross Wages Paid to such Operating Engineers or Apprentice Operating Engineers, and such other information as may be deemed necessary by the Directors of the Operat-

ing Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. to properly administer the affairs of all Trust Funds under their direction. In lieu of sending separate monthly report forms and individual checks or money orders to each of the respective Trust Funds covered by this Collective Bargaining Agreement, the Employer shall prepare one (1) monthly Report Form (in duplicate) and one (1) check or money order for the total amount due all Trust Funds. Such check or money order shall be payable to the National City Bank Operating Engineers Local Union #66 Contribution Account. One copy of the report, together with a check or money order for the full amount due shall be sent to National City Bank Operating Engineers Local Union #66 Contribution Account, P. O. Box 400109, Pittsburgh, Pennsylvania 15268-0109. One (1) copy shall be retained by the Employer for their records. Reports shall be submitted for all months of the year irrespective of whether or not the Employer has Employees covered by this Collective Bargaining Agreement.

## **Section 2.**

All funds deposited to the National City Bank/ Operating Engineers Local Union #66 Contribution Account shall thereafter be distributed to the various Trust Fund Accounts in accordance with the terms of this Collective Bargaining 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 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 Trust 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 or postmarked after the due date shall be considered delinquent, and the Employer submitting delinquent reports and payments shall be considered in violation of this Collective Bargaining Agreement and shall be subject to liquidated damages of five percent (5%) of the amount due, but not less than fifty dollars (\$50.00) or more than five hundred dollars (\$500.00).

In addition, the Employer shall be assessed an interest charge of one and one-half percent (1 $\frac{1}{2}$ %) per month of the amount of the total delinquency including liquidated damages. After being notified by Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. of the nature of the shortage, an interest charge of one and one-half percent (1 $\frac{1}{2}$ %) per month will be charged on subsequent shortages from initial due date of remittance report. Reports filed without payment attached shall be considered delinquent on the fifteenth (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 their payment of wages or fringe benefits to the Trust Funds as provided for in this Collective Bargaining 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 as per the terms of Article XXVI, BONDS. The Union

may also require the Employer to submit weekly reports and make payments of weekly fringe benefits. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, notwithstanding any other clause in this Collective Bargaining Agreement, to withhold the services of the Operating Engineers or Apprentice Operating Engineers until such time the reports are submitted and the payments are made.

Further, the Union may require a new Employer to post a Non-Revocable Security Bond for the payment of wages and fringe benefits that may become due to Operating Engineers or Apprentice Operating Engineers as provided under the terms of Article XXVI, BONDS.

#### **Section 5.**

Should the Employer have no delinquency for a period of twelve (12) consecutive months from the date such surety or Non-Revocable Bond is pledged, said surety or Non-Revocable Bond will no longer be required.

#### **Section 6.**

In the event that the Employer is unable or unwilling to post surety or a Non-Revocable Bond as required above, the Union shall have the right to withdraw and refuse to send any Operating Engineers or Apprentice Operating Engineers to said Employer. Such action shall not be deemed a violation of any terms of this Collective Bargaining Agreement.

## **ARTICLE XXVIII FUND AUDITS**

Audits of the Employers payroll records for Operating Engineers or Apprentice Operating Engineers represented by this Collective Bargaining 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 Trusted Fund, or an Employee of those offices upon instruction and authority granted by the Trustees of such funds. When a payroll audit is authorized, the Employer involved shall make available to the Trustees of such funds or their representative its payroll books and records. Such books and records shall include all records which may be required to maintain under Section 209 (a) (1) of the Employee Retirement and Income Security Act of 1974, (ERISA) and time cards, payroll journals, payroll check registers, canceled 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 Employer before the audit.

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

In addition, any delinquent Employer 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 an appropriate court against a delinquent Employer.



## **ARTICLE XXIX WORKING DUES**

### **Section 1.**

Upon receipt of a written authorization the Employer agrees to deduct from the Operating Engineer's or Apprentice Operating Engineer's wages any assessments which, during the term of this Collective Bargaining Agreement are approved 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 Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement, the sum of two percent (2%) of Gross Wages commencing June 1, 1985. The Union will forward to the Employer a complete list of the names of all Operating Engineers or Apprentice Operating Engineers who have signed a written Authorization under this Article. Said sums shall be payable to the International Union of Operating Engineers Local #66 as supplemental dues on behalf of the Members of this Union and supplemental service charges on behalf of non-members and reported on forms provided for that purpose in Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY.

### **Section 2.**

Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local #66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELIN-

QUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

### **Section 3**

The International Union of Operating Engineers Local #66 agrees to hold all Authorization cards obtained from Employees represented by this Union and covered by this Collective Bargaining 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 such 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.

## **ARTICLE XXX NON-COMPETITIVE WORK**

There are specific jobs within the scope of this Collective Bargaining 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. On jobs where Non-Union competition is involved, the International Union of Operating Engineers Local #66 will meet with the Builders Association of Eastern Ohio and

Western Pennsylvania to discuss possible methods of making signatory Contractors competitive.

**ARTICLE XXXI**  
**JOINT LABOR-MANAGEMENT**  
**DRUG/ALCOHOL ABUSE PROGRAM**

As a joint commitment to protect people and property and to provide a safe working environment, the International Union of Operating Engineers Local #66 and the Builders Association of Eastern Ohio and Western Pennsylvania cooperatively adopt the following Drug and Alcohol Abuse Program.

1. **POLICY STATEMENT** - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the International Union of Operating Engineers Local #66 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**

**Company Premises** - The term 'Company Premises' are used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sties for which the Company has responsibility are included.

**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.

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

**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.

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

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

### 3. CONFIDENTIALITY

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.

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

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.

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

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

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

**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:

Use, possess, dispense or receive prohibited substances on or at the job site; or

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

**Discipline** - When the Company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reason 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:

Applicants testing positive for drug use will not be hired.

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

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

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

Employees found selling or distributing drugs will be terminated.

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

**Prescription Drugs** - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all Employees, the Company will consult with you and your physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

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

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.

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

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.

Employees may also be tested on a voluntary basis.

Testing may be required if the Contractor opts to utilize the Ohio Bureau of Workers' Compensation Drug Free Workplace Discount Program.

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.

If an Employee is required to report for drug testing only, before being hired, they shall be paid a minimum of four (4) hours pay or for actual hours required for testing if longer than four (4) hours. Negative results for the drug test are required for the above pay conditions to apply.

#### 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 they 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 their former employment status, if work for which they are qualified exists.

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



## **ARTICLE XXXII REFERRAL AGREEMENT**

### **Section 1.**

The Union shall refer, upon the Employer's request, under the terms and conditions of this Collective Bargaining Agreement, Operating Engineers or Apprentice Operating Engineers registered with the Union in the Classification requested as provided for in this Article. These registrants shall be competent and qualified field construction Operating Engineers or Apprentice Operating Engineers. The Employer in requesting the Union to furnish such registrants 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 Operating Engineers or Apprentice Operating Engineers required. The Union does not warrant the competence of registrants referred.

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.

In the event the Employer cannot fill the requisitions for Employees within forty-eight (48) hours, the Employer must hire the next competent Operating Engineer as provided for in this Collective Bargaining 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 Employees hired by the Employer, 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, or 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 they qualify.

### **Section 5.**

#### GROUP 'A'

1. Operator
2. Oiler

All applicants who for the past four (4) years:

1. have been available for employment as an Operating Engineer within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union,
2. have been employed by Employers who have a Collective Bargaining Agreement by and between the International Union of Operating Engineers Local #66 which contains this Referral Agreement and have been employed under said Collective Bargaining Agreement and have worked within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union,

3. have maintained residence within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union.

There shall be no loss of group standing even though an applicant becomes unavailable for employment as an Operating Engineer within the jurisdiction of the Union, so long as,

1. the applicant again becomes available for employment as an Operating Engineer within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union and,
2. the applicant can verify that their unavailability for employment was not based upon any effort on their part to undermine the purposes of this Collective Bargaining Agreement as set forth in the preamble.

#### GROUP 'B'

1. Operator
2. Oiler

All applicants who for the past three (3) years have met the requirements as stated above or any applicant in Group 'C' who satisfactorily completes testing at the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program Site on three (3) pieces of equipment in Classification I or Classification II of Article XII, CLASSIFICATIONS AND WAGE RATES, may upon verification by the training program have their name moved to Group 'B'.

#### GROUP 'C'

1. Operator
2. Oiler

All applicants who for the past two (2) years have met the requirements as stated above or any appli-

cant who has two (2) years' experience in the trade, are residents of the geographical area of the Union and who have been employed for eleven (11) days in the last three (3) years in the trade under a Collective Bargaining Agreement by and between a Contractor and International Union of Operating Engineers Local #66 which contains this Referral Agreement and who satisfactorily completes testing at the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program Site on two (2) pieces of equipment in Classification I or Classification II of Article XII, CLASSIFICATIONS AND WAGE RATES, may upon verification by the training program have their name moved to Group 'C'.

#### GROUP 'D'

1. Operator
2. Oiler

All other applicants for employment

#### Section 6.

Apprentice Operating Engineers shall be assigned by the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program Joint Apprenticeship Committee. During their first (1st) and second (2nd) year, they will be in Group 'C'. During their third (3rd) and fourth (4th) year, they will be in Group 'B'. All applicants who are indentured in this Apprentice Program shall be qualified under their respective priority group so long as they remain active participants under the Standards of this Apprentice Program. All Apprentice Operating Engineers upon completion of the Western Pennsylvania Operating Engineers Joint Apprentice & Training Program and their graduation from this Apprentice Program shall be qualified under Group 'A'.

### **Section 7.**

Any person may register as available for employment within the Classification to which they are 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 their 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 their category if they are willing to give up their standing in the category under which they were previously listed. In so doing, their name will be placed at the bottom of the list of the new category.

### **Section 9.**

In the event an Employee cannot report at starting time, the Employee shall call the Dispatch Office for a replacement and the Dispatch Office shall contact the employer.

In the event a registrant accepts as a replacement an employed Employee's job whose replacement is necessitated by an excusable absence, then such Registrant shall resume their 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 Operating Engineer or Apprentice Operating Engineer and/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

Both the Union and the Employer recognize the Operating Engineers employed under this section are the ones who have reached the age where their productivity of operating heavy equipment has been restricted because of high speed and technical advances, has attained a bonafide physical handicap or 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.

Welding Machines, Elevator, Conveyor, Compressors, Generators, One Drum Hoist (except Roof Hoist), Monorail Hoist, Refrigeration Plant, Temporary Heat, Portable Heaters, Hydraulic Jacks, Ladavator, Steam Jenny, and Boiler Operator.

Preferred 'A' Status employees will not be subject to request by the Employer.

Therefore, it is further understood and agreed that when the Employer employs Operating Engineers not currently in their employ for any equipment listed in this section, the Employer shall call

the Referral Office servicing their job or project and request that an Operating Engineer qualifying under the Preferred 'A' Status be dispatched to service and operate said equipment or plant. Any Operating Engineer or Apprentice Operating Engineer currently employed by an Employer can be used to operate any of the above listed equipment not to exceed three (3) continuous work days.

Workers 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.

Operating Engineers 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 Article XII, CLASSIFICATIONS AND WAGE RATES, in this Collective Bargaining Agreement of the type or kind of craft work covered by this Collective Bargaining Agreement, in the geographic area defined in this Collective Bargaining Agreement; provided however that person does not meet such requirements but who has a physical handicap preventing their employment in any Classification contained in Article XII, CLASSIFICATIONS AND WAGE RATES, or acquired such handicap as a result of an industrial accident while employed as an Operating Engineer or Apprentice Operating Engineer or military service accident shall be permitted to so register. All workers 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 they are unable to return to regular duties. Failure to do so will result in the removal of such workers from the list.

### **Section 12.**

When an Employer states requirements for special skills or abilities in their request for Registrants, the Union shall refer the first Registrant on the register possessing such skills or abilities regardless of the place or Classification of such Registrant on the register.

### **Section 13.**

In each District Office the Union shall maintain a separate list for each of the four (4) priority groups and the Classifications within such groups set forth above and shall list the Registrants within each group and Classification in the order in which they registered as available for employment.

### **Section 14.**

In referring Registrants to the Employer, the Union shall first refer Registrants in Group 'A' 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 Registrants in the same manner successively from the Out-of-Work List for group 'B', 'C', 'D'. Any Registrant who is rejected by the Employer shall be restored to their place on the list for their 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 their employment terminates, they shall be registered at the bottom of the appropriate group list on which they are 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 they are registered.



### **Section 15.**

Re-registration as available for referral must 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. ANSWERING MACHINES AND/OR VOICE MAIL CALLS FOR RE-REGISTRATION WILL NOT BE RECOGNIZED. New registration shall be accepted by the Union one (1) time 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 as to availability 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 the 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 a Registrant for referral when such Registrant 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 Registrant.

### **Section 18.**

The priority of referral set forth above shall be followed except where the Employer requests a Registrant in Group 'A', 'B', or 'C' for the manning of all machines in Classification I and Classification

Il and Oilers providing that the Registrant 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 Registrants possessing similar skills and abilities for the job specified. The Registrant 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 an Employer and quits or is fired they shall void any right to be dispatched if requested by name until they have completed a satisfactory assignment with another Employer through the normal Referral Agreement.

#### **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', or 'D', be referred to them for employment when they reach the top of the out-of-work list, of that Dispatch Office in accordance with the provisions of Section 15, provided that they are willing to guarantee that person work in a Classification which they are qualified to perform when they are referred pursuant to such request.

#### **Section 21.**

The Union shall require all Registrants 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 Registrant is aggrieved with respect to the functioning of this Referral Agreement, they 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.

The 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 Registrant, 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 Collective Bargaining 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 Registrants 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 for any Registrant for employment or aggrieved Employee and for its rea-

sonable 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 source or area with respect to jobs covered by such determination.

#### **Section 26.**

##### **DEFINITIONS**

**NORMAL CONSTRUCTION LABOR MARKET** 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, including the action of the IUOE General Executive Board in Case #16 on January 31, 1972, which established the territorial dividing line between any local Unions separated by a body of water shall be divided at the middle of the body of water, 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 Collective Bargaining Agreement applies, plus the commuting distance adjacent thereto which in-

cludes the area from which the normal labor supply is secured.

**RESIDENT** means a person who has maintained their 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 their permanent home.

**DISTRICT OFFICES** are offices established in centrally located areas within the jurisdiction of the Union to accommodate the Operating Engineers or Apprentice Operating Engineers and the Employers 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 they have 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 Collective Bargaining Agreement it shall be a condition of employment and/or registration for employment, that all Employees and prospective Employees covered by this Collective Bargaining Agreement, who are not members of the Union shall be required to pay a service fee or such other amount as may be hereafter 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 enforcement of Collective Bargaining Agreements, the maintenance of Referral Offices, and the other Union activities per-

formed for the general interest of all Employees represented by this Collective Bargaining 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 does not exercise their rights under Section 22 of this Referral Agreement, the piece of equipment they have been discharged from shall be stricken from their referral record and they shall not be dispatched to that type of equipment until they have:

Taken training at the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program site and certified as competent on that equipment.

— OR —

Has presented to the Dispatch Office a letter from a previous Employer, who has a Collective Bargaining Agreement by and between the International Union of Operating Engineers Local #66 which contains this Referral Agreement and has been employed under said Agreement and has worked within the geographical area constituting the normal construction labor market covered by the jurisdiction of this Union, stating that in the Employer's opinion the discharged Registrant has successfully completed a job assignment while in their employment.

### **Section 30.**

A Registrant may, by obtaining a letter from a previous Employer, who has a Collective Bargaining Agreement by and between the International Union of Operating Engineers Local #66 which con-

tains this Referral Agreement and has been employed under said Collective Bargaining Agreement and has worked within the geographical area constituting the normal construction labor market covered by the jurisdiction of this Union, update their Classification.

**ARTICLE XXXIII  
MANNING OF MINOR EQUIPMENT  
HEAVY-HIGHWAY  
BUILDING CONSTRUCTION**

**Section 1.**

The servicing and maintenance of all mechanical equipment regardless of power used is recognized as the jurisdiction of the International Union of 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 or Apprentice 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 a Member of the International Union of Operating Engineers.

Two (2) welding machines (gasoline or diesel).  
Two (2) welding machines are regarded as one (1) unit.

One (1) pump three inches (3") or less (gasoline or diesel).

Electric pumps (up to nine inches (9") accumulative discharge shall be regarded as one (1) unit, however no one (1) pump shall exceed three inches (3").

One (1) compressor one hundred eighty-five (185) CFM.

A maximum of three (3) of the above units shall not require the services of an Operating Engineer or Apprentice Operating Engineer.

### **Section 3.**

When an Operating Engineer or Apprentice Operating Engineer is employed on the job or project, they will be permitted to start and stop four (4) of the following pieces of equipment and will be reimbursed twenty-five cents (\$.25) per hour in addition to their regular rate of wages for that day for each minor piece of equipment.

Compressor one hundred eighty-five (185) CFM or less

Mechanical Heater (two (2) mechanical heaters will be regarded as one (1) unit).

Single unit conveyor

Pump three inches (3") or less (gasoline or diesel)

Generator or light plants five (5) k.w. and over

Welding machines (gasoline or diesel). Two (2) of these machines will be regarded as one (1) unit.

For the purpose of this Section, electric pumps up to nine inches (9") accumulative discharge; but no one (1) pump to exceed a three inch (3") discharge will be considered as one (1) piece of equipment or one (1) unit.

The maximum number of Operating Engineers or Apprentice Operating Engineers 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 (4) pieces of equipment



under Section 3 are used on a job and the fifth (5th) piece of equipment is put into operation, the Contractor shall employ a Minor Equipment Operator at the Classification III rate of wages and shall also pay one (1) other Operating Engineer or Apprentice Operating Engineer an additional twenty-five cents (\$.25) per hour for starting and stopping the fifth (5th) piece of equipment.

This shall also apply for the sixth (6th) through the eighth (8th) pieces of equipment. The intent being that the Contractor is permitted to recycle the limit of four (4) pieces of equipment under Section 3.

The Business Representative shall designate the Operating Engineers or Apprentice Operating Engineers who are to receive the twenty-five cents (\$.25) per hour.

#### **Section 4.**

Where a pump four inches (4") or over is required an Operating Engineer or Apprentice Operating Engineer shall be employed. An Operating Engineer or Apprentice Operating Engineer may operate two (2) pumps four inches (4") and over, however, if three (3) pumps are operating in one (1) hole, only one (1) Operating Engineer or Apprentice Operating Engineer will be required.

#### **Section 5.**

It is understood on mechanical heaters and electrical pumps the Operating Engineer or Apprentice Operating Engineer is only employed during normal working hours of the project.

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

If serviced before or after normal working hours, it shall be the jurisdiction of the International Union of Operating Engineers and be paid for at the overtime rate of wages.

When electrical pumps are manned by an Operating Engineer or Apprentice Operating Engineer as provided for in this Article, they shall be left in operation at the end of the shift.

A welding machine of a Mechanic-Welder under this Collective Bargaining Agreement is a tool of the trade and is not considered included in this Article.

### **Section 6.**

This Article shall be consistent with the terms and conditions of Article XXXIV through Article XXXVII, TERMS AND CONDITIONS OF HEAVY-HIGHWAY and Article XXXIX through Article LV, TERMS AND CONDITIONS OF BUILDING CONSTRUCTION.

**Article XXXIV THROUGH Article XXXVIII ARE APPLICABLE TO THE TERMS AND CONDITIONS OF HEAVY-HIGHWAY**

## **ARTICLE XXXIV WORK SCOPE HEAVY-HIGHWAY**

The work under this section of this Collective Bargaining Agreement shall consist of moving, loading and unloading of all equipment. The work under this Collective Bargaining Agreement shall also include the setting up, operating, maintaining, repairing and dismantling all equipment on all Heavy-Highway and all underground utility line work. The utility line work herein covered shall include all underground utility work to within five feet (5') of a building. All hoisting and portable engines, gen-

erator sets, hoists, concrete mixers, power rollers, power shovels, trenching machines, cable ways, cranes, derricks, locomotives, pile drivers, back fillers, bulldozers, tractors or combination of tractors, scrapers, permanent lift or electric cranes when used for hoisting or lowering materials, helicopters, helicopter hoist operators, land-sea going vehicles, and any new equipment coming under the jurisdiction of the International Union of Operating Engineers and Article XII, CLASSIFICATIONS AND WAGE RATES, of this Collective Bargaining Agreement.

Operating Engineers or Apprentice Operating Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment, sinking well point systems and all piping in connection with well points systems, burning, welding, installing, repairing and maintaining all equipment including vibrators, tampers and mechanical heaters, and all other work as by jurisdiction or custom has been performed by the International Union of Operating Engineers and all other work coming under the jurisdiction of the International Union of Operating Engineers.

The work under this section of this Collective Bargaining Agreement shall also include all railroad installation and repair (consistent with the terms and conditions of Article XXXIX, WORK SCOPE, BUILDING CONSTRUCTION), athletic fields, airport runways and related work, asphalt paving, concrete paving and snow removal.

Building site excavation, foundations (except for pile driving operations) clearing, back filling and parking lots will be performed under the terms and conditions of the Heavy-Highway Articles.

Structural steel and pre-stressed beams when

erected on a Heavy-Highway project shall be performed under the terms and conditions of the Building Construction Articles.

Hazardous Waste/Toxic Material and Asbestos Remediation Projects will be done under the terms and conditions of Article XXXIV through Article XXXVIII, HEAVY-HIGHWAY only if consistent with Article XXXIV, WORK SCOPE, HEAVY-HIGHWAY and shall be consistent with the terms and conditions of Article XLVI, HAZARDOUS WASTE, TOXIC MATERIAL PROJECTS and Article XLVII, ASBESTOS REMEDIATION PROJECTS.

Tax supported funds, recreation area development only. It is agreed that when an area is being developed by tax supported funds for the purpose of recreation for the General Public the following rules will apply.

If twenty-five percent (25%) or more of the cost of the job is for Building Construction, the entire contract will be performed under the terms and conditions of Article XXXIX through Article XLV, TERMS AND CONDITIONS, BUILDING CONSTRUCTION.

If less than twenty-five percent (25%) of the cost of the job is for Building Construction, the terms and conditions of the Building Articles will cover the Building plus five feet (5') out from the Building. The remaining part of the job or project will be done under the terms and conditions of the Heavy-Highway Articles.

**ARTICLE XXXV**  
**WORKING HOURS AND REPORTING TIME**  
**HEAVY-HIGHWAY**

**Section 1.**

Eight (8) or ten (10) hours shall constitute a day's work. When weather does not prevent working, Operating Engineers or Apprentice Operating Engineers and/or Crew shall be assured a full day's work each day they report to the job or project site.

Starting time shall be 7:00 A.M., 7:30 A.M. or 8:00 A.M. If the majority of the crafts agree to start early, the early start shall apply to all crafts involved.

Operating Engineers or Apprentice Operating Engineers and/or Crew working on a single shift operation shall be notified by 12:00 A.M. (Midnight) of the previous day that there will not be any work the following day. By failure to notify by 12:00 A.M. (Midnight), the Contractor will be required to pay the Operating Engineer or Apprentice Operating Engineer and/or Crew two (2) hours reporting pay subject to the terms and conditions of this Article if said Employees report to work.

For the purpose of this section, Employees are required to give the Employer an accurate phone number where they can be reached.

**Section 2.**

A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day, and the following shall be applicable:

In case of inclement weather only, if the Operating Engineers or Apprentice Operating Engineers and/or Crew report for work, they shall be given no less than two (2) hours at their regular rate of

wages. However, if placed at work they shall receive a minimum of four (4) hours of employment at the prescribed rate of wages for that day. If work proceeds past the four (4) hours they shall receive pay for actual hours worked.

A Contractor may use the ten (10) hour day, four (4) day work week, Monday through Thursday, provision with Friday as a make-up day, and the following shall be applicable:

In case of inclement weather or only, if the Operating Engineers or Apprentice Operating Engineers and/or Crew report for work, they shall be given no less than two (2) hours at their regular rate. However, if placed at work, they shall receive a minimum of five (5) hours employment at the prescribed rate for that day. If work proceeds past the five (5) hours, they shall receive pay for actual hours worked.

For the purpose of this section, the work week must begin on Monday.

### **Section 3.**

When an Employee is called out on a Saturday, Sunday, or Holiday as observed under this Collective Bargaining Agreement, and not placed at work, they shall be given eight (8) hours pay at the straight time rate of wages, except in the case of inclement weather when they shall receive three (3) hours at the straight time rate of wages.

### **Section 4.**

When Operating Engineers or Apprentice Operating Engineers are placed on call for more than three (3) working days, they shall, upon their request, be laid-off and paid all wages due them.

**Section 5.**

Operating Engineers or Apprentice Operating Engineers shall not be discharged for failure to report to the job when weather conditions are such that it is a matter of judgment by the Operating Engineers or Apprentice Operating Engineers as to whether they can work or not. By not reporting, they shall receive no wages or fringe benefits for that shift.

**Section 6.**

Operating Engineers or Apprentice Operating Engineers and/or Crew shall have charge of all setting up, taking down, operating, maintaining and repairing of all equipment listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

**Section 7**

Lunch period shall be at the midpoint of the shift. Thirty (30) minutes shall constitute the lunch period. Work performed by the Operating Engineer or Apprentice Operating Engineer during the lunch period shall be paid for at the correct overtime rate of wages.

**Section 8.**

When Operating Engineers or Apprentice Operating Engineers are working on asphalt paving projects the lunch period may vary to any one-half hour interval between 11:30 A.M. and 1:30 P.M.

The lunch period at asphalt plants shall be consistent with Section 7 of this article.

**Section 9.**

Coffee breaks are permitted at the work station. Coffee breaks shall not exceed ten (10) minutes per shift. If it is not possible to be taken at the work station, the Foreman and Steward shall agree to

other arrangements. If they are unable to agree, the Builders Association of Eastern Ohio and Western Pennsylvania and the Business Representative shall be notified.

### **Section 10.**

This article shall be consistent with the terms and conditions of Article XXXVI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, HEAVY-HIGHWAY.

## **ARTICLE XXXVI WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS HEAVY-HIGHWAY**

### **Section 1.**

A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day.

It is agreed that when time is lost by the Employees 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 all the Employees on Saturday at the regular rate of wages. All Saturday work must be scheduled on a minimum of eight (8) hours.

Any Employee hired on any day of the week, Monday through Friday, and who does not lose any time from the day of their initial hire until Friday shall receive the overtime rate of wages for Saturday as per this article.

A Contractor may use the ten (10) hour day, four (4) day work week, Monday through Thursday, provision with Friday as a make-up day.

It is agreed that when time is lost by the Em-



ployees during the regular work week, Monday through Thursday, due to inclement weather or Holiday only, with notification to the Union, this time may be made up by all the Employees on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours.

Any Employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of their initial hire until Thursday shall receive the overtime rate of wages for Friday as per this article.

For the purpose of this section, the work week must begin on Monday.

Should any other trade in the Contractor's employ, or any trade working in conjunction with the Operating Engineers or Apprentice Operating Engineers, receive overtime rate of wages on a Friday or Saturday make-up day, the Operating Engineers or Apprentice Operating Engineers would also receive overtime rate of wages for the Friday or Saturday make-up day as per this article.

If the other basic crafts employed on the project receive overtime rate of wages for the ninth (9th) and tenth (10th) hours, the Operating Engineers or Apprentice Operating Engineers shall also receive overtime rate of wages as per this article.

## **Section 2.**

When using the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day, all hours worked in excess of eight (8) hours in a day shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages.

When using the ten (10) hour day, four (4) day work week, Monday through Thursday, provision

with Friday as a make-up day, all hours worked in excess of 10 (ten) hours in a day shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages.

All hours worked on Saturdays, Sundays or Holidays shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages.

### **Section 3.**

When two (2) shifts are to be worked on any operation, the first shift or day shift shall start at either 7:00 A.M., 7:30 A.M. or 8:00 A.M. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractors may use their own judgment as to the elapsed time between shifts.

The first (1st) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period.

The second (2nd) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period and shall also be paid one (1) additional hour per shift at the straight rate of wages.

Operating Engineers or Apprentice Operating Engineers and/or Crew working on the second (2nd) shift of a two (2) shift operation shall be notified at least four (4) hours prior to the start of the shift that there will not be any work for the second (2nd) shift. By failure to notify at least four (4) hours prior, the Contractor will be required to pay the Operat-

ing Engineer or Apprentice Operating Engineer and/or Crew two (2) hours reporting pay subject to the terms and conditions of this Article if said Employee reports to work.

For the purpose of this section, Employees are required to give the Employer an accurate phone number where they can be reached.

All shifts in operation will work as a regular shift not to exceed 8 A.M. Saturday.

#### **Section 4.**

When three (3) shifts are to be worked on any operation, the first (1st) shift or day shift shall start at either 7:00 A.M., 7:30 A.M., or 8:00 A.M. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractors may use their own judgment as to the elapsed time between shifts.

The first (1st) shift or day shift shall consist of eight (8) hours at the straight time rate of wages, exclusive of one-half ( $1/2$ ) hour of lunch period; all time worked in excess of eight (8) hours shall be paid at the overtime rate of wages.

The second (2nd) shift from late afternoon until night shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half ( $1/2$ ) hour of lunch period and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

Operating Engineers or Apprentice Operating

Engineers and/or Crew working on the second (2nd) shift of a three (3) shift operation shall be notified at least four (4) hours prior to the start of the shift that there will not be any work for the second (2nd) shift. By failure to notify at least four (4) hours prior, the Contractor will be required to pay the Operating Engineer or Apprentice Operating Engineer and/or Crew two (2) hours reporting pay subject to the terms and conditions of this article if said Employee reports to work.

The third (3rd) shift from night until morning shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half ( $1/2$ ) hour of lunch period, and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

Operating Engineers or Apprentice Operating Engineers and/or Crew working on the third (3rd) shift of a three (3) shift operation shall be notified at least four (4) hours prior to the start of the shift that there will not be any work for the third (3rd) shift. By failure to notify at least four (4) hours prior, the Contractor will be required to pay the Operating Engineer or Apprentice Operating Engineer and/or Crew two (2) hours reporting pay subject to the terms and conditions of this article if said Employee reports to work.

For the purpose of this section, Employees are required to give the Employer an accurate phone number where they can be reached.

All shifts in operation will work as a regular shift not to exceed 8:00 A.M. Saturday.

### **Section 5.**

On shift work of pumps, light plants, generators or heaters, they may continue to run during the

lunch recess without any charge for the Operating Engineer, provided no other craft is receiving over-time wages for this period.

### **Section 6.**

The days recognized in this Collective Bargaining Agreement as Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages. If said Holiday falls on Sunday, and is celebrated on Monday, then Monday shall be considered as a Holiday and paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages.

**NO WORK SHALL BE DONE ON LABOR DAY UNLESS ABSOLUTELY NECESSARY FOR THE PROTECTION OF LIFE OR PROPERTY.** When such work is done it shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages.

### **Section 7.**

All work done between the established starting time on Friday and the established starting time on Saturday shall be paid at the straight time rate of wages. All work done between the established starting time on Saturday and the established starting time on Sunday shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages. All work done between the established starting time on Sunday and the established starting time on Monday shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages.

This Article shall be consistent with the terms and conditions of Article XXXIV, WORKING HOURS AND REPORTING TIME, HEAVY-HIGHWAY.

**ARTICLE XXXVII**  
**RULES GOVERNING DEACTIVATION**  
**AND REACTIVATION OF EQUIPMENT**  
**HEAVY-HIGHWAY**

When an Operating Engineer or Apprentice Operating Engineer and/or Crew(s) assigned machine is deactivated, the machine must remain deactivated for one (1) working day. In the event it is reactivated within this period of time, one (1) day, the assigned Operating Engineer or Apprentice Operating Engineer and/or Crew assigned to the machine at the time of deactivation shall be reemployed and reimbursed for all time lost at the prescribed rate of pay. In the event the Operating Engineer or Apprentice Operating Engineer and/or Crew of the deactivated machine has received gainful employment during the time the machine was deactivated, and the machine is reactivated, the next Operating Engineer or Apprentice Operating Engineer and/or Crew that is qualified on the referral list shall be employed and receive compensation for loss of job opportunity unless mutual agreement is reached between the Employer and Business Representative to permit the Operating Engineer or Apprentice Operating Engineer and/or Crew to work the machine during the one (1) day without penalty. The deactivation period of one (1) day will only apply in case of layoff.

If a machine is moved prior to deactivation to the Company's yard(s) which existed prior to the contract award, this provision shall not apply.

If a new Operating Engineer or Apprentice Operating Engineer and/or Crew from the referral list moves the deactivated machine to another job or project and puts it to work, no penalty shall apply.

An Operating Engineer or Apprentice Operating Engineer and/or Crew can move from job to job or project with their assigned machine.

### **ARTICLE XXXVIII EQUIPMENT CHANGES HEAVY-HIGHWAY**

An Operating Engineer or Apprentice Operating Engineer in Classification I and Classification II may operate up to four (4) pieces of equipment, three (3) changes in a day. However, on leaving one, they must shut off the power of the equipment that they had been operating.

If related to their operation, a piece of equipment in Classification III may be included in the above three (3) pieces of equipment.

Except as modified by Article XXXIII, MANNING OF MINOR EQUIPMENT, there shall be no limit to the number of equipment changes an Operating Engineer or Apprentice Operating Engineer may make on equipment in Classification III.

Equipment changes made by Operating Engineers or Apprentice Operating Engineers and/or Crew shall not be made to circumvent the employment of another Operating Engineer or Apprentice Operating Engineer and/or Crew.

Any Employee covered by this Collective Bargaining Agreement shall not be permitted to change to an assigned piece of equipment of another Employee covered by this Collective Bargaining Agreement unless the Employee has been discharged for just cause.

This article shall be consistent with the terms and conditions of Article XXXVII, RULES GOVERN-

ING DEACTIVATION AND REACTIVATION OF EQUIPMENT, HEAVY-HIGHWAY.

**ARTICLE XXXIX THROUGH Article XLV ARE APPLICABLE TO THE TERMS AND CONDITIONS OF BUILDING CONSTRUCTION**

**ARTICLE XXXIX  
WORK SCOPE  
BUILDING CONSTRUCTION**

The work under this section of this Collective Bargaining Agreement shall consist of moving, loading and unloading of all self-propelled equipment. The work under this Collective Bargaining Agreement shall also include the setting up, operating, maintaining, repairing and dismantling all power equipment on all building construction, hazardous waste/toxic material projects, asbestos remediation projects, railroad installation and repair projects located on the property of any commercial or industrial facility, repairing, alterations or wrecking of buildings, all hoisting and portable engines, generator sets, concrete mixers, hoists, power rollers, power shovels, trenching machines, cable ways, cranes, derricks, locomotives, pile drivers, back fillers, bulldozers, tractors or combination of tractors, scrapers, permanent lift or electric cranes when used for hoisting or lowering of materials, helicopters, helicopter hoist operators, land-seagoing vehicles, and any new equipment, coming under the jurisdiction of the International Union of Operating Engineers and Article XII, CLASSIFICATIONS AND WAGE RATES, of this Collective Bargaining Agreement.

Operating Engineers or Apprentice Operating



Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment, sinking well points systems and all piping in connection with well points systems, burning, welding, installing, repairing and maintaining all equipment including vibrators, tampers and mechanical heaters, and all other work as by jurisdiction or custom has been performed by the International Union of Operating Engineers and all other work coming under the jurisdiction of the International Union of Operating Engineers and shall be under the direct supervision of the Lead Engineer when employed under the terms and conditions of Article XLIV, LEAD ENGINEER, BUILDING CONSTRUCTION.

Building site excavation, foundations (except pile driving operations) clearing, back filling and parking lots will be performed under the terms and conditions of the Heavy-Highway articles.

Structural steel and pre-stressed beams when erected on a Heavy-Highway project shall be performed under the terms and conditions of the Building Construction articles.

## **ARTICLE XL WORKING HOURS AND REPORTING TIME BUILDING CONSTRUCTION**

### **Section 1.**

Eight (8) or ten (10) hours shall constitute a day's work. When weather does not prevent working, Operating Engineers or Apprentice Operating Engineers and/or Crew shall be assured a full day's work each day they report to the job or project site.

Starting time shall be 7:00 A.M., 7:30 A.M., or 8:00 A.M. If the majority of the crafts agree to start early, the early start shall apply to all crafts involved.

## **Section 2.**

Reporting time **IS NOT** applicable to Operating Engineers or Apprentice Operating Engineers and/or Crews on equipment listed in Classification I, Article XII, CLASSIFICATIONS AND WAGE RATES.

## **Section 3.**

Operating Engineers and Apprentice Operating Engineers on equipment listed in Classifications II and Classification III, Article XII, CLASSIFICATIONS AND WAGE RATES, shall receive two (2) hours reporting time unless notified the day previous not to report. If placed to work on a straight time day, they shall receive eight (8) hours or ten (10) hours at the straight time rate of wages. If reporting on a Saturday, they shall receive two (2) hours at the one and one-half ( $1\frac{1}{2}$ ) times rate of wages. If placed to work on a Saturday, the Employees shall receive a minimum of eight (8) hours at the one and one-half ( $1\frac{1}{2}$ ) times rate of wages. If reporting on a Sunday or a Holiday, they shall receive two (2) hours at the two (2) times rate of wages. If placed to work on a Sunday or a Holiday, they shall receive a minimum of eight (8) hours at the two (2) times rate of wages. The pay of eight (8) hours, if placed at work, is dependent on the Employees remaining on the job, to the end of the shift and doing maintenance and repair work, weather permitting, unless authorized to leave by the Contractor's representative.

When an Operating Engineer or Apprentice Operating Engineer is ordered by the end of the shift of the previous day to report at starting time and does not appear on time, they shall be paid for only the balance of the day.

## **Section 4.**

For any Operating Engineer or Apprentice Oper-

ating Engineer who is **NOT** operating equipment covered under Article XII, **CLASSIFICATIONS AND WAGE RATES**, Classification I, the Contractor shall notify the Employee by 8:00 P.M. if they are not to report to work the next day.

On the day an Operating Engineer or Apprentice Operating Engineer does not work, the Operating Engineer or Apprentice Operating Engineer shall be notified by 5:00 P.M. of that day if they are not to report to work the next day.

By failure to notify by 5:00 P.M. of that day, the Contractor will be required to pay the Operating Engineer or Apprentice Operating Engineer two (2) hours reporting pay subject to the terms and conditions of this article, if said Employee reports for work.

For the purpose of this section, Employees are required to give the Employer an accurate phone number where they can be reached.

No Employee shall remain on call for a period exceeding seven (7) consecutive days.

This section shall also apply to Article XLI, **WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION**, Sections 3 and Section 4.

### **Section 5.**

Operating Engineers or Apprentice Operating Engineers and/or Crew shall have charge of all setting up, taking down, operating, maintaining and repairing of all equipment listed in Article XII, **CLASSIFICATIONS AND WAGE RATES** of this Collective Bargaining Agreement.

### **Section 6.**

Lunch period shall be at the midpoint of the shift.

Thirty (30) minutes shall constitute the lunch period. Work performed by the Operating Engineer or Apprentice Operating Engineer during the lunch period shall be paid for at the correct overtime rate of wages.

#### **Section 7.**

Lull and Forklift Operating Engineers or Apprentice Operating Engineers will be guaranteed eight (8) hours pay each day they report to work except in case of inclement weather when the Operating Engineers or Apprentice Operating Engineers shall be guaranteed two (2) hours reporting pay plus hours worked.

#### **Section 8.**

Coffee breaks are permitted at the work station. Coffee breaks shall not exceed ten (10) minutes per shift. If it is not possible to be taken at the work station, the Foreman and Steward shall agree to other arrangements. If they are unable to agree, the Builders Association of Eastern Ohio and Western Pennsylvania and the Business Representative shall be notified.

#### **Section 9.**

This Article shall be consistent with the terms and conditions of Article XLI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION and Article XLV, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

**ARTICLE XLI  
WORK WEEK, SHIFT WORK, OVERTIME  
AND HOLIDAYS  
BUILDING CONSTRUCTION**

**Section 1.**

A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, however, this work schedule will not have the use of a make-up day.

A Contractor may use the ten (10) hour day, four (4) day work week, Monday through Thursday, with Friday as a make-up day.

For the purpose of this section, the work week must begin on Monday.

It is agreed that when time is lost by the Employees during the regular work week, Monday through Thursday, due to inclement weather only, with notification to the Union, this time may be made up by all Employees on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours.

Any Employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of their initial hire until Thursday shall receive the overtime rate of wages for Friday subject to this Article.

Should any other trade in the Contractor's employ, or any trade working in conjunction with the Operating Engineers or Apprentice Operating Engineers, receive overtime rate of wages on a Friday make-up day, the Operating Engineers or Apprentice Operating Engineers would also receive overtime rate of wages for the Friday make-up day subject to this Article.

If the other basic crafts employed on the project receive the overtime rate of wages for the ninth (9th) and tenth (10th) hours, the Operating Engineers or Apprentice Operating Engineers shall also receive overtime rate of wages subject to this Article.

### **Section 2.**

When using the eight (8) hour day, five (5) day work week, Monday through Friday, provision with no make-up day, all hours worked in excess of eight (8) hours in a day shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages.

When using the ten (10) hour day, four (4) day work week, Monday through Thursday, provision with Friday as a make-up day, all hours worked in excess of ten (10) hours in a day shall be paid at the one and one-half ( $1\frac{1}{2}$ ) times the rate of wages.

All hours worked on Saturdays shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages. All hours worked on Sundays and Holidays shall be paid at two (2) times the rate of wages.

### **Section 3.**

When two (2) shifts are to be worked on any operation, the first (1st) shift or day shift shall start at either 7:00 A.M., 7:30 A.M. or 8:00 A.M. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractor may use their own judgment as to the elapsed time between shifts.

The first (1st) shift shall consist of eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period.

The second (2nd) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period and shall also be paid one additional hour per shift at the straight time rate of wages.

All shifts in operation will work as a regular shift not to exceed 8:00 A.M. Saturday.

#### **Section 4.**

When three (3) shifts are to be worked on any operation, the first (1st) shift or day shift shall start at either 7:00 A.M., 7:30 A.M., or 8:00 A.M. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractor may use their own judgment as to the elapsed time between shifts.

The first (1st) shift or day shift shall consist of eight (8) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period; all time worked in excess of eight (8) hours shall be paid at the overtime rate of wages.

The second (2nd) shift from late afternoon until night shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half ( $\frac{1}{2}$ ) hour of lunch period and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

The third (3rd) shift from night until morning

shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half (1/2) hour of lunch period, and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

All shifts in operation will work as a regular shift not to exceed 8:00 A.M. Saturday morning.

#### **Section 5.**

On shift work of pumps, light plants, generators or heaters, they may continue to run during the lunch time without any charge for the Operating Engineer, provided no other craft is receiving overtime for this period.

#### **Section 6.**

The days recognized in this Collective Bargaining Agreement as Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be paid for at the rate of two (2) times the regular rate of wages. If said Holiday falls on Sunday, and is celebrated on Monday, then Monday shall be considered as a Holiday and paid at the rate of two (2) times the regular rate of wages.

NO WORK SHALL BE DONE ON LABOR DAY UNLESS ABSOLUTELY NECESSARY FOR THE PROTECTION OF LIFE OR PROPERTY. When such work is done it shall be paid for at the rate of two (2) times the regular rate of wages.

#### **Section 7.**

All work done between the established starting time on Friday and the established starting time on Saturday shall be paid at the straight time rate of wages. All work done between the established starting time on Saturday and the established starting time on Sunday shall be paid at the one and



one-half (1<sup>1/2</sup>) times the rate of wages. All work done between the established starting time on Sunday and the established starting time on Monday shall be paid at the two (2) times the rate of wages.

This Article shall be consistent with the terms and conditions of Article XL, WORKING HOURS AND REPORTING TIME, BUILDING CONSTRUCTION, and Article XLV, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

## **ARTICLE XLII RULES GOVERNING DEACTIVATION AND REACTIVATION OF EQUIPMENT BUILDING CONSTRUCTION**

### **Section 1.**

When a weekly rated Operating Engineer or Apprentice Operating Engineer and/or Crew, Article XII, CLASSIFICATIONS AND WAGE RATES, Classification I, assigned equipment is deactivated, the equipment must remain deactivated for one (1) working day. In the event this equipment is reactivated within this period of time, one (1) day, the Operating Engineer or Apprentice Operating Engineer and/or Crew assigned to the equipment at the time of deactivation shall be re-employed and reimbursed for all time lost at the prescribed rate of wages. In the event the Operating Engineer or Apprentice Operating Engineer and/or Crew of the deactivated equipment has received gainful employment during the time the equipment was deactivated, and the equipment is reactivated, the next Operating Engineer or Apprentice Operating Engineer and/or Crew that is qualified on the referral list shall be employed and receive compensation for loss of job opportunity unless mutual agreement is reached between Employer and Business Repre-

sentative to permit the Operating Engineer or Apprentice Operating Engineer and/or Crew to work the machine during the one (1) working day without penalty.

When equipment in Article XII, CLASSIFICATIONS AND WAGE RATES, Classification II and III is deactivated, it shall remain deactivated one (1) working day. In the event the equipment is to be reactivated the Operating Engineer or Apprentice Operating Engineer and/or Crew assigned to the equipment at the time of deactivation shall have the option of returning to their former equipment that is to be reactivated. If they decline this option then the Employer shall be free to utilize any of the Employees represented by this Union that are currently employed by them under the terms and conditions of this Collective Bargaining Agreement. In the event there are no Operating Engineers or Apprentice Operating Engineers employed under the terms of this Collective Bargaining Agreement available for assignment by the Employer, the equipment shall be operated by the next qualified referral registrant as provided for in this Collective Bargaining Agreement, Article XXXII, REFERRAL AGREEMENT.

If equipment is moved prior to deactivation to the Company's yards which existed prior to the contract award, the provision of this Article shall not apply.

If a Operating Engineer or Apprentice Operating Engineer and/or Crew from the referral list moves the deactivated equipment to another job or project and it is put to work, no penalty shall apply.

The Operating Engineer or Apprentice Operating Engineer and/or Crew can move from job to job or project with their assigned machine.

## **Section 2.**

When an Operating Engineer or Apprentice Operating Engineer and/or Crew operates equipment through the work week, they shall also be given the option to operate this equipment on Saturdays, Sundays, Holidays and overtime.

### **ARTICLE XLIII EQUIPMENT CHANGES BUILDING CONSTRUCTION**

An Operating Engineer or Apprentice Operating Engineer and/or Crew is permitted to change from their original equipment to another piece of equipment and back to their original equipment provided the change is not made to circumvent the employment of another Operating Engineer or Apprentice Operating Engineer or Crew.

The Operating Engineer or Apprentice Operating Engineer and/or Crew shall be paid at the highest rate of pay for the classification of work performed during the day.

Any Employee covered by this Collective Bargaining Agreement shall not be permitted to change to an assigned piece of equipment of another Employee covered by this Collective Bargaining Agreement unless the Employee has been discharged for just cause.

This Article shall be consistent with the terms and conditions of Article XLII, RULES GOVERNING DEACTIVATION AND REACTIVATION OF EQUIPMENT, BUILDING CONSTRUCTION and Article XLV, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

**ARTICLE XLIV  
LEAD ENGINEER  
BUILDING CONSTRUCTION**

**Section 1.**

If on any one project seven (7) or more Operating Engineers or Apprentice Operating Engineers, excluding oilers, brakemen, firemen, deck hands and mechanic helpers are employed on any one (1) shift and two (2) or more of the seven (7) are employed on Classification I equipment, Article XII, CLASSIFICATIONS AND WAGE RATES, a Lead Engineer shall be employed and the Lead Engineer's duties confined to that project. The Lead Engineer shall be a Member of the International Union of Operating Engineers Local #66. This shall apply to each Employer on each project employing Operating Engineers or Apprentice Operating Engineers.

The Lead Engineer will be in charge of all Operating Engineers and Apprentice Operating Engineers.

When multiple shifts are being worked and the conditions of this Section are met, a Lead Engineer shall be employed on each shift and will be in charge on all Operating Engineers and Apprentice Operating Engineers.

The Lead Engineer shall continue to be employed until the total number of Operating Engineers or Apprentice Operating Engineers exclusive of oilers, brakemen, firemen, deck hands and mechanic helpers is reduced to three (3). These terms shall apply to each Employer on the project employing Operating Engineers or Apprentice Operating Engineers on each shift.

When the minimum requirements for the employment of a Lead Engineer have been reached and

the Lead Engineer's employment has been terminated, the minimum requirement or less for the Lead Engineer's termination of employment must be maintained. If it should be increased above the minimum on or before the end of the pay period plus two (2) days, the Lead Engineer shall be re-employed and reimbursed for all time lost at the prescribed rate of wages.

The Lead Engineer shall be placed by the Business Manager of the International Union of Operating Engineers Local #66 or his duly authorized Representative and shall be given priority of referral and shall not be limited to the provisions of Article XXXII REFERRAL AGREEMENT. The Lead Engineer will be 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 the International Union of Operating Engineers.

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. The Lead Engineer's duties shall be confined to the job or project operation. The Lead Engineer shall be responsible to none other than the Job Superintendent or the Contractor.

## **Section 2.**

When a Lead Engineer is employed, they shall work when three (3) or more Operating Engineers or Apprentice Operating Engineers, exclusive of

oilers, brakemen, firemen, deck hands or mechanic helpers, are working on their shift. If there is a multiple shift operation, this section applies for each shift. This section applies for overtime work and inclement weather work.

### **Section 3.**

This Article shall be consistent with the terms and conditions of Article XL, WORKING HOURS AND REPORTING TIME, BUILDING CONSTRUCTION, Article XLI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION and Article XLV, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

## **ARTICLE XLV 40-HOUR PAY PROVISION BUILDING CONSTRUCTION**

When Operating Engineers or Apprentice Operating Engineers and/or Crew are employed on equipment listed in Classification I, Article XII, CLASSIFICATIONS AND WAGE RATES, they shall be paid the rate per week of forty (40) hours straight time.

When a Lead Engineer is employed, the Lead Engineer shall be paid the rate per week of forty (40) hours straight time, subject to the provisions of Article XLIV, LEAD ENGINEER, BUILDING CONSTRUCTION.

The forty (40) hour pay shall be dependent on the Lead Engineer, Operating Engineers or Apprentice Operating Engineers and/or Crew remaining on the job doing maintenance and repair work, weather permitting, unless authorized to leave by the Contractor's representative, and shall not include pay for Holidays.

This Article shall be consistent with the terms and conditions of Article XL, WORKING HOURS AND REPORTING TIME, BUILDING CONSTRUCTION and Article XLI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION.

## ARTICLE XLVI HAZARDOUS WASTE/TOXIC MATERIAL PROJECTS

All Hazardous Waste/Toxic Material projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Wages for Employees working in direct contact with a hazardous waste/toxic 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 (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wage rates listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

The following wage rates apply to all hazardous waste/toxic material projects with **Level A and Level B** personal protective equipment (PPE) requirements.

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Lead Engineer .....	\$28.94	\$30.14	\$31.34	6-01-2004 and 6-01-2005 increases	
Pile Driver .....	\$28.67	\$29.86	\$31.06	shall be twenty percent (20%)	
Class I .....	\$28.34	\$29.54	\$30.74	above the wages	
Class II .....	\$26.36	\$27.50	\$28.64	contained in Article XII,	
Class III .....	\$23.71	\$24.73	\$25.75	CLASSIFICATIONS AND	
Oiler, Fireman, .....	\$20.64	\$21.60	\$22.56	WAGE RATES	
Brakeman, Deck Hand, Mechanic Helper					

All Classifications of equipment and all wage incentives contained in Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement shall be applicable to this Article.

Wages for Employees working in direct contact with a hazardous waste/toxic material which is classified **Level C or Level D** by the United States Environmental Protection Agency and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional ten percent (10%) above the wage rates listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

The following wage rates apply to all hazardous waste/toxic material projects with **Level C and Level D** personal protective equipment (PPE) requirements.

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Lead Engineer .....	\$26.53	\$27.63	\$28.73	6-01-2004 and 6-01-2005 increases	
Pile Driver .....	\$26.28	\$27.37	\$28.47	shall be ten percent (10%)	
Class I .....	\$25.98	\$27.08	\$28.18	above the wages	
Class II .....	\$24.17	\$25.21	\$26.25	contained in Article XII,	
Class III .....	\$21.74	\$22.67	\$23.60	CLASSIFICATIONS AND	
Oiler, Fireman, .....	\$18.92	\$19.80	\$20.68	WAGE RATES	
Brakeman, Deck Hand, Mechanic Helper					

All Classifications of equipment and all wage incentives contained in Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement shall be applicable to this Article.

At such time as the danger from atomic radiation becomes a recognized problem within the area covered by this Collective Bargaining Agreement, Union and Management will draft and incorporate



in this Collective Bargaining Agreement suitable provisions to protect the health and safety of Employees covered by this Collective Bargaining Agreement.

## ARTICLE XLVII ASBESTOS REMEDIATION PROJECTS

All Asbestos Remediation projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Wages for Employees working in direct contact with asbestos material and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wage rates listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

The following wage rates apply to all asbestos remediation projects with personal protect equipment (PPE) requirements.

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Lead Engineer .....	\$28.94	\$30.14	\$31.34	6-01-2004 and 6-01-2005 increases shall be twenty percent (20%) above the wages contained in Article XII, CLASSIFICATIONS AND WAGE RATES	
Pile Driver .....	\$28.67	\$29.86	\$31.06		
Class I .....	\$28.34	\$29.54	\$30.74		
Class II .....	\$26.36	\$27.50	\$28.64		
Class III .....	\$23.71	\$24.73	\$25.75		
Oiler, Fireman, .....	\$20.64	\$21.60	\$22.56		
Brakeman, Deck Hand, Mechanic Helper					

All Classifications of equipment and all wage incentives contained in Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement shall be applicable to this Article.

## **RESIDENTIAL ADDENDUM**

The following is an Addendum to the Collective Bargaining Agreement between International Union of Operating Engineers Local #66 and the Builders Association of Eastern Ohio and Western Pennsylvania including the Labor Relations Division of the Home Builders Association and the Labor Relations Division of the Ohio Contractors Association expiring May 31, 2006.

### **Section 1. Work Scope**

Residential work covered under this Addendum to the Collective Bargaining Agreement shall be defined as single family dwellings and apartment projects up to and including three (3) story walk-up apartments regardless of the number of units, provided an elevator is not included in the building. If there is an elevator the work shall be done under the terms and conditions of Articles XXXIX through Article XLV, BUILDING CONSTRUCTION, of the Collective Bargaining Agreement. The work under this Addendum to the Collective Bargaining Agreement shall include grading, clearing, paving, excavation for foundations, sewers, water lines, gas and electric utilities, curbs, gutters, driveways, sidewalks and streets when done as residential construction and residential site development work only.

Demolition of single family dwellings and apartments may be done under the Residential Addendum to the Collective Bargaining Agreement. It is understood and agreed that all Operating Engineers or Apprentice Operating Engineers shall be paid Classification I rate of wages. If Oilers are required, they shall be paid the Oiler rate of wages. These wage rates shall be consistent with the terms and conditions of Article XII, CLASSIFICATIONS AND WAGE RATES.

## Section 2. Area Covered

This Addendum to the Collective Bargaining Agreement shall be in effect in Mahoning, Trumbull and Columbiana counties in the State of Ohio, and Lawrence and Mercer Counties in the Commonwealth of Pennsylvania.

## Section 3. Classifications and Wage Rates

The following wage rates apply to the Residential Addendum of the Collective Bargaining Agreement:

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Pile Driving Operation ..	\$19.30	\$19.82	\$20.32	See Note 1 below.	
Class I .....	\$19.05	\$19.55	\$20.05		
Class II .....	\$17.44	\$17.79	\$18.14		
Class III .....	\$15.54	\$15.79	\$16.04		
Oiler, Fireman .....	\$14.05	\$14.30	\$14.55		
Brakeman, Deck Hand, Mechanic Helper					

Fringe benefits, contributions and deductions from the wage rates shall be consistent with the terms and conditions of Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement.

### Note 1.

Effective 6-01-2004, a wage increase of fifty cents (\$.50) per hour for Pile Driving Operation and Class I; a wage increase of thirty-five cents (\$.35) per hour for Class II; a wage increase of twenty-five cents (\$.25) per hour for Class III, Oiler, Fireman, Brakeman, Deck Hand, Mechanic Helper shall be allocated to wages and/or fringe benefits.

Effective 6-01-2005, a wage increase of fifty cents (\$.50) per hour for Pile Driving Operation and Class I; a wage increase of thirty-five cents (\$.35) per hour for Class II; a wage increase of twenty-five cents

(\$ .25) per hour for Class III, Oiler, Fireman, Brakeman, Deck Hand, Mechanic Helper shall be allocated to wages and/or fringe benefits.

**Section 4. Classification and Wage Rates**  
**Hazardous Waste/Toxic Material Projects**  
**Level A and Level B**

All Hazardous Waste/Toxic Material Projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Wages for Employees working in direct contact with a hazardous waste/toxic 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 (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wages listed in Section 3 of this Addendum.

The following wage rates apply to the Residential Addendum of the Collective Bargaining Agreement, **Level A and Level B**, Hazardous Waste/Toxic Material Projects:

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Pile Driving Operation ..	\$23.16	\$23.78	\$24.38	See Note 1 below.	
Class I .....	\$22.86	\$23.46	\$24.06		
Class II .....	\$20.92	\$21.34	\$21.76		
Class III .....	\$18.64	\$18.94	\$19.24		
Oiler, Fireman .....	\$16.86	\$17.16	\$17.46		
Brakeman, Deck Hand, Mechanic Helper					

Fringe benefits, contributions and deductions from the wage rates shall be consistent with the terms and conditions of Article XII, CLASSIFICA-

TIONS AND WAGE RATES, of this Collective Bargaining Agreement.

**Note 1.**

6-01-2004 and 6-01-2005 increases shall be twenty percent (20%) above the wages contained in Section 3, Classifications and Wage Rates, of this Residential Addendum.

**Section 5. Classification and Wage Rates  
Hazardous Waste/Toxic Material Projects  
Level C and Level D**

All Hazardous Waste/Toxic Material Projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Wages for Employees working in direct contact with a hazardous waste/toxic material which is classified **Level C or Level D** by the United States Environmental Protection Agency and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional ten percent (10%) above the wages listed in Section 3 of this Addendum.

The following wage rates apply to the Residential Addendum of the Collective Bargaining Agreement, **Level C and Level D, Hazardous Waste/Toxic Material Projects:**

	6-01-01	6-01-02	6-01-03	6-01-04	6-01-05
	to	to	to	to	to
	5-31-02	5-31-03	5-31-04	5-31-05	5-31-06
Pile Driving Operation ..	\$21.23	\$21.80	\$22.35	See Note 1 below.	
Class I .....	\$20.95	\$21.50	\$22.05		
Class II .....	\$19.18	\$19.56	\$19.95		
Class III .....	\$17.09	\$17.36	\$17.64		
Oiler, Fireman .....	\$15.45	\$15.73	\$16.00		
Brakeman, Deck Hand, Mechanic Helper					

Fringe benefits, contributions and deductions from the wage rates shall be consistent with the terms and conditions of Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement.

**Note 1.**

6-01-2004 and 6-01-2005 increases shall be ten percent (10%) above the wages contained in Section 3, Classifications and Wage Rates, of this Residential Addendum.

**Section 6. Asbestos Remediation Projects**

All Asbestos Remediation Projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

Wages for Operating Engineers or Apprentice Operating Engineers working in direct contact with asbestos material and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wages listed in Section 3 of this Addendum.

The following wage rates apply to the Residential Addendum of the Collective Bargaining Agreement, Asbestos Remediation Projects:

	6-01-01 to 5-31-02	6-01-02 to 5-31-03	6-01-03 to 5-31-04	6-01-04 to 5-31-05	6-01-05 to 5-31-06
Pile Driving Operation ..	\$23.16	\$23.78	\$24.38	See Note 1 below.	
Class I .....	\$22.86	\$23.46	\$24.06		
Class II .....	\$20.92	\$21.34	\$21.76		
Class III .....	\$18.64	\$18.94	\$19.24		
Oiler, Fireman .....	\$16.86	\$17.16	\$17.46		
Brakeman, Deck Hand, Mechanic Helper					

Fringe benefits, contributions and deductions from the wage rates shall be consistent with the terms and conditions of Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement.

**Note 1.**

6-01-2004 and 6-01-2005 increases shall be twenty percent (20%) above the wages contained in Section 3, Classifications and Wage Rates, of this Residential Addendum.

**Section 7. Overtime**

One and one-half (1<sup>1/2</sup>) times rate of wages shall be paid for all work performed in excess of ten (10) hours per day and forty (40) hours per week. Two (2) times rate of wages shall be paid for any work performed on Sunday and/or Holidays.

**Section 8. Reporting Pay**

When Operating Engineers or Apprentice Operating Engineers report to work under this Addendum to the Collective Bargaining Agreement and are not placed to work, they shall receive two (2) hours pay at the rate of wages. If the Operating Engineers or Apprentice Operating Engineers are placed at work they shall receive four (4) or five (5) hours pay at the rate of wages. If work should proceed past the mid-point of the shift, they shall be paid for actual hours worked.

This section shall be consistent with the terms and conditions of Article XLV, WORKING HOURS AND REPORTING TIME, HEAVY-HIGHWAY, and Article XXXVI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, HEAVY-HIGHWAY.

**Section 9. Manning Requirements**

Operating Engineers and Apprentice Operating Engineers employed under this Addendum to the

Collective Bargaining Agreement shall be permitted to make only three (3) changes in any one (1) day and must remain on the same Company's machines and payroll.

Oilers shall work under the direction of the Operating Engineer and shall be permitted to operate an additional piece of equipment on the immediate job site while excavating basements and/or foundations only.

### **Section 10. Penalty**

Any Employer found using the Residential Addendum to the Collective Bargaining Agreement on other types of work shall on the first (1st) violation be subject to a penalty of two (2) times the rate of wages for all time found in violation.

If an Employer is found to be in violation of this Residential Addendum to the Collective Bargaining Agreement a second (2nd) time by using the Residential Addendum to the Collective Bargaining Agreement on other types of work the Residential Addendum shall be canceled in addition to the penalty of two (2) times the rate of wages. However, the Building Construction and Highway-Highway terms and conditions will not be canceled, and will be in effect for all work including Residential Work thereafter.

### **Section 11. Minimum Work Week**

Operating Engineers or Apprentice Operating Engineers and/or Crews employed under the terms and conditions of this Residential Addendum of the Collective Bargaining Agreement shall not be guaranteed any hours other than those required under Section 8, Reporting Pay of this Residential Addendum of the Collective Bargaining Agreement.



## **Section 12. Disputes**

Any dispute over the application or interpretation of this Residential Addendum to the Collective Bargaining Agreement shall be settled by Arbitration Provision, Article XVII, ARBITRATION, of the Collective Bargaining Agreement. The Arbitration Board shall apply the Penalty Provision of this Residential Addendum to the Collective Bargaining Agreement, if applicable.

## **Section 13. Subcontracting**

It is agreed by both parties that a violation of the Subcontracting Provision, Article XVIII, SUBLET-TING OF WORK, will subject the Employer to the penalty provision of this Residential Addendum to the Collective Bargaining Agreement.

## **Section 14. Changes**

The only changes intended are as written in this Residential Addendum to the Collective Bargaining Agreement. The appropriate ARTICLE XXXIX through Article XLV BUILDING CONSTRUCTION or Article XXXII through Article XXXVII, HEAVY-HIGH-WAY provisions will apply in all other cases.

## **Section 15. Termination**

This Residential Addendum shall continue in effect and be renewed with the Building Construction/Heavy-Highway Collective Bargaining Agreement. Should either party to this Residential Addendum to the Collective Bargaining Agreement decide to eliminate this Residential Addendum, it shall be phased out in the following manner:

Notification to the other party must be given ninety (90) days prior to the expiration of the Collective Bargaining Agreement.

THE EXCAVATING CONTRACTORS DIVISION  
OF  
THE BUILDERS ASSOCIATION OF  
EASTERN OHIO AND WESTERN PENNSYLVANIA

John N. Logue  
Executive Vice President

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL #66

Dennis C. Manown  
Business Manager

**PARTIES TO CONTRACT**

Signed this 1st day of June, 2001

THE BUILDERS ASSOCIATION OF EASTERN OHIO  
AND WESTERN PENNSYLVANIA

And

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL #66

By: The Excavating Contractors Division of the  
Builders Association of Eastern Ohio and Western  
Pennsylvania

JOHN N. LOGUE  
EUGENE HOLLEY  
LEON FERGUSON  
DOUGLAS RAUH  
HENRY VENETTA

By: International Union of Operating Engineers  
Local #66 Negotiating Committee

DENNIS C. MANOWN  
JOHN T. CUMER  
THOMAS M. DURKIN  
DAVID J. KNICKERBOCKER

The undersigned, desiring to become party to the Collective Bargaining Agreement between The Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania and The International Union of Operating Engineers Local #66 which is dated June 1, 2001, hereby certify they have read this Collective Bargaining Agreement and agree to accept and be bound by all the terms, conditions and provisions thereof as additional parties thereto. The following information is current as of date of signature:

**For the Employer:**

\_\_\_\_\_  
(Name of Employer - Print)

\_\_\_\_\_  
(Street Address - Print)

\_\_\_\_\_  
(City - Print) (State - Abbreviation) (Zip Code + 4)

\_\_\_\_\_  
(Authorized Representative - Signature) (Title - Print)

\_\_\_\_\_  
(Authorized Representative - Print)

\_\_\_\_\_  
(Phone Number - Including Area Code) (FAX Number - Including Area Code)

\_\_\_\_\_  
(Federal ID Number) (Date of Signing)

**For the Union:** International Union of  
Operating Engineers Local #66

\_\_\_\_\_  
(Business Manager - Signature)

\_\_\_\_\_  
(President - Signature)

\_\_\_\_\_  
(Business Representative - Signature)

\_\_\_\_\_  
(Date of Signing)

**This Collective Bargaining Agreement is provided  
by the Construction Advancement Program  
of  
The Builders Association  
of  
Eastern Ohio and Western Pennsylvania  
1372 Youngstown-Kingsville Road  
State Route 193 (Belmont Avenue Extension)  
Post Office Box 488  
Vienna, Ohio 44473-0488**

**Phone: (330) 539-6050**

**Or**

**1-800-686-4697**

**FAX: (330) 539-0130**

**• International Union of  
Operating Engineers Local #66  
291 McClurg Road  
Youngstown, Ohio 44512-6774**

**Phone: (330) 758-7536**

**FAX: (330) 758-7539**