

KEYSTONE  
CONTRACTORS ASSOCIATION, INC.  
AGREEMENT

July 1, 2002 to June 30, 2005

Local Union No. 66  
International Union  
Of  
Operating Engineers

Covering Twenty one Counties

Bedford	Clinton	Jefferson
Blair	Crawford	McKean
Cambria	Elk	Mifflin
Cameron	Forest	Potter
Clarion	Franklin	Somerset
Clearfield	Fulton	Warren
Centre	Huntingdon	Venango

K8594  
5,000 workers

105 pp

## STATEMENT OF POLICY

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

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

## KEYSTONE AGREEMENT

This Agreement is entered into this the 1st day of July 2002, by and between the Keystone Contractors Association, Inc., as the negotiating agent for its members, hereinafter referred to as "Employers," and Local Union No. 66, 66A, B, C, D, O and R of the International Union of Operating Engineers of Monroeville, Pennsylvania, hereinafter referred to as the Union, for the purpose of establishing the rate of wages, hours of work, conditions under which Employees shall work for the Employer, and to facilitate, without resort to strikes, slowdowns, or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the Employer and the Employees engaged in Building Construction work or Hazardous/Toxic Waste Handling, Removal or Disposal Work incidental to the work covered by the scope of this Agreement in twenty one counties as follows: Bedford, Blair, Cambria, Cameron, Clarion, Clearfield, Centre, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Jefferson, McKean, Mifflin, Potter, Somerset, Warren and Venango.

This Agreement is negotiated by the Keystone Contractors Association Inc., acting as agent only for its present and future members and associate members who have authorized the Association to bargain for them. The Union shall be notified promptly of all future members or associate members admitted into the Association.

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

This Agreement covers all surveying, hoisting, lowering, excavation, site-grading, under 200,000 cubic yards, landscaping, backfilling and removal of debris, earth and rock, placing and setting of material, (paving inside building bituminous and concrete), including the assembly and disassembly, operation, maintenance, and repair of equipment in connection with the construction or Hazardous/Toxic Waste Work within the jurisdiction of this Agreement, maintenance, alterations, repair of hospitals, schools, power plants, churches, laboratories, warehouses, commercial buildings, apartments, housing projects, sports arenas, stadiums, swimming pools, open air theaters, pump stations, industrial buildings and foundations, exposed tanks and foundations, structural steel for bridges, building areas for military installations, atomic power projects, gas stations, supermarkets and restaurants, all structural framework for piping installations, demolition of all buildings and demolition of all steel structures, all hydroelectric stations, all substations, sewage disposal and treatment plants, water treatment plants, all sheltered dry docks and graving docks and moving of all structures. All equipment being used in the performance of work including the off site loading of materials to be delivered to the job or project site shall be manned as outlined in this Agreement. This shall not apply to materials being used in the actual construction of the job or project that is normally supplied by, an established supplier.

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

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

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

It is further understood that no liability shall arise on the part of the Union by reason of any unauthorized act by an Employer or members of said Union.

ARTICLE II  
UNION SECURITY PROVISION

SECTION 1. The Contractors agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union. Each Employee shall, as a condition of continued employment thereafter, become and remain a member of the Union in good dues standing for the term of his/her employment on or after the eighth (8th) calendar day after his employment by a Contractor or Contractors in the area covered by this Agreement or eight (8) calendar days after the effective date of this Agreement whichever is the latter, provided that, as to any contractor who becomes a party to or bound by this contract subsequent to the original date of execution hereof, the effective date hereof, for the purpose of this clause, shall be the date on which said Contractor actually becomes a party hereto or bound hereby.

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

Nonconformance with the Act shall not be a matter for arbitration.  
SECTION 3. This Article is effective since an election was held on May 17, 1948, as provided in Section 9(e) (1) of the National Labor Relations Act,

as amended, among the Employees covered by this Agreement, and in which the majority required by that election authorized the Union to include such provisions in this Agreement.

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

### ARTICLE III

#### CLASSIFICATION OF WORKMEN AND SCOPE OF WAGES

SECTION 1. All workmen employed under the terms of this Agreement shall be classified and compensated as set forth in this Agreement and no other classification of labor of any kind will be recognized. Any question relative to the classification of a workman not outlined in this Agreement will be settled by the Contractor and the Union Representative, and if they are unable to reach a mutual decision, the matter will be referred to the Arbitration Board. The Contractor may classify such workmen pending the final decision of the Arbitration Board. Any Employee having a classification arbitrated shall be compensated for all wages and conditions (if any) retroactive to date of dispute.

SECTION 2. Hourly rates of wages for each classification of labor are also set forth in this Schedule of Labor. The hourly rates are based on forty (40) hour work week unless modified by legislative requirement or contract requirements of governmental agencies.

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

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

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

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

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

#### ARTICLE IV

##### DEFINITION OF WORK COVERED

SECTION 1. "Contractor," where used in this Agreement, means any Contractor engaged in either

Building Construction or "Hazardous/Toxic Waste Material Handling, Removal, and work in respect to the terms and conditions or employment and the nature of the work, as well as the class of skill of workmen required.

SECTION 2. The word "work" when used herein means either Building Construction or "Hazardous/Toxic Waste Material Handling, Removal, and Disposal" work,

SECTION 3. Building Construction or Hazardous/Toxic Waste Materials work as outlined below is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, Building Construction, foundations, sanitation projects, including disposal plant, water treatment plants, sewer and water lines within ten feet of a building excavation and disposal of earth and rock, including the assembly, disassembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services. ( not including railroad and street railway construction projects, sewers, water mains, parking lots, driveways, grade separations, (related to this section), pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevated highways, drainage projects, aqueducts, irrigation projects, flood control



projects, reclamation projects, athletic fields, reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, duct lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, seeding and mulching, snow removal.

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

On such jobs or projects on which the planned yardage of excavation to be moved exceeds the quantity of 200,000 cubic yards, the work of clearing and grading of the sites shall not be under the terms and conditions, including wage rates of this Agreement.

On such jobs or projects containing 200,000 cubic yards or less, the clearing and grading of the sites shall be included under this Agreement.

The quantity of excavation to be moved shall be intended to include excavation for the Building foundations or footers. Also, it is agreed that once the slab level is reached, then any additional excavation shall be done under the Building Trades

rates and conditions, except for sewers and water lines (to within 10 ft. of the building) or any additional excavation required for the paving notch for parking lots and driveways.

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

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

If a Contractor secures the whole general contract covering both Heavy Construction and Building Construction work, a separate organization must be set up and maintained to handle each type of work. Interchange of employees will not be permitted.

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

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

craft signatory hereto shall receive Building Trades rates and conditions for those days.

SECTION 4. This Agreement is not to apply to any operations or business in which any Contractor engages except his Building Construction or Hazardous/Toxic Waste Material Handling, Removal and Disposal work as outlined in this Agreement, but shall include such off-site operations which are required by law to pay the predetermined rate for the project.

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

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

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

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

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

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

EXHIBIT I  
INDUSTRIAL PLANT AND  
COMMERCIAL BUILDING SITE PREPARATION

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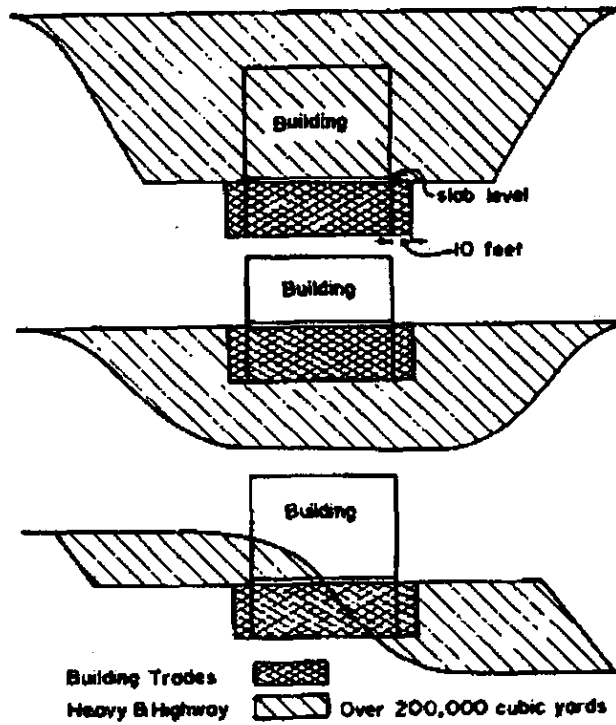
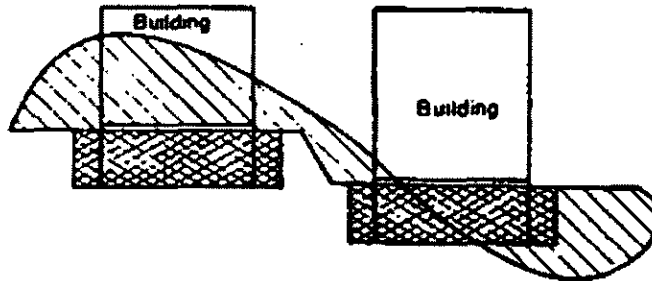
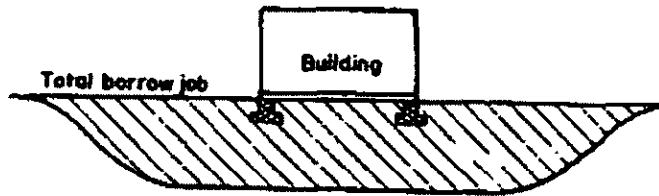
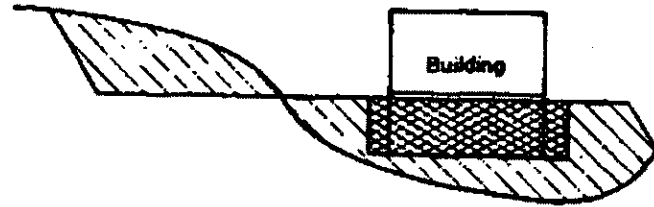


EXHIBIT 2  
INDUSTRIAL PLANT AND  
COMMERCIAL BUILDING SITE PREPARATION



ARTICLE V  
GENERAL EMPLOYMENT CONDITIONS

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

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

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

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

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

SECTION 6. It shall not be a violation of this Agreement and it shall not be cause for disciplinary

action in the event an Employee refuses to enter upon any property where a legal picket line established by an International Union affiliated with the Building Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

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

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

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

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

ARTICLE VI  
WORKING HOURS AND SHIFTS

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

On Building Construction, and Hazardous/Toxic Waste Material Handling, Removal and Disposal work the first shift or single shift may start between the hours of 6:00 a.m. to 8:00 a.m., Monday through Sunday inclusive.

This day shift shall consist of eight (8) hours exclusive of lunch time, and all time worked in excess thereof shall be paid on an overtime basis.

The Contractor may elect to change the starting time of such first shift or single shift within the hours provided above but must give the Union forty-eight (48) hours notification in advance and agrees that such starting time shall continue for not less than five (5) working days.

Concrete Patching -- This shall apply to concrete patching only. Where governmental agency requirements are extremely demanding to accommodate vehicular traffic the project starting time may be amended to



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

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

A. (2) The Contractor further agrees that when due to special conditions or specifications placed by owners or governmental agencies, the Contractor shall pay the shift differential as provided in multiple shift operations, i.e., such shifts starting prior to Midnight shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours and any work started after Midnight shall work seven (7) hours and be paid eight (8) hours.

B. The second shift from late afternoon until midnight shall consist of seven and one-half (7 1/2) hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

C. The third (3rd) shift from midnight until morning shall consist of seven (7) hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

D. Each shift shall receive eight (8) hours pay for the above hours worked. All time worked in excess

of a normal shift as outlined in this Article shall be considered overtime.

E. The second shift of a two (2) shift operation shall consist of seven and one-half (7 1/2) hours exclusive of lunch time and all time worked in excess thereof shall be paid on an overtime basis.

F. There shall be a regularly scheduled lunch period. The lunch period shall be one half (1/2) hour and shall be at the mid-point of the scheduled hours of work for each shift.

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

H. Not more than one (1) hour shall intervene between shifts except when due to frost or freezing conditions the Contractor may elect to split the intervening time to control said conditions. Due to other job conditions the Union and the Contractors may mutually agree to other arrangements.

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

SECTION 2. Where a circumstance arises which necessitates the calling out of one or more men, he/she or they shall be paid the required overtime rate of pay for that day for work performed prior to his shift starting time. There shall not be any break in his shift employment and he shall be guaranteed all hours from his original starting time until his shift's normal quitting time, except in the case of inclement weather. Any time worked in excess of his regular work day (eight (8) hours) (except as provided for in shift work) shall be at the overtime rate for that

day. He shall further receive his reporting time as provided for in this Agreement in excess of his time prior to the starting time of his shift.

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

## ARTICLE VII

### OVERTIME

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

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

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

SECTION 3. The Saturday makeup day will be used only on those projects where the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions prohibit the payment of straight time rate of wages

for all hours worked in excess of 8 hours per day. All other projects will use the 4-day, 10-hour day provision with Friday as a makeup or 5-day, 8-hour day provision at straight time without the Saturday makeup.

A. On all projects where governmental restrictions require the payment of overtime for time worked beyond 8 hours per day, the following shall apply:

Time and one-half (1 1/2) the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a jobs arising out of inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) prior to Saturday, time worked on Saturday shall be on a straight time basis. In the event makeup time is to be worked on Saturday, not less than an eight (8) hour day shall be scheduled and the following conditions shall apply:

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

2) Holidays occurring on any day of the week from Monday through Friday shall be considered as a day worked.

3) An Employee, who on his own accord, is absent from work on any day of the week from Monday through Friday, and an inclement weather day occurs then such Employee if he works on Saturday of the week during which the absence occurs, shall be paid at straight time wages, provided however, that any work in excess of eight (8) hours on Saturday shall be paid at time and one-half the regular rate of wages in any event.

B. The contractors may institute a four-day work week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal

Contract Work Hours and Safety Standards Act or any other Federal or State Laws or Regulations or job contract conditions:

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

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

2) Holidays occurring on any day of the week from Monday through Thursday shall be considered as a day worked.

3) An Employee, who on his own accord, is absent from work on any day of the week from Monday through Thursday, and an inclement weather day occurs then such Employee if he works on Friday of the week during which the absence occurs, shall be paid at straight time wages; provided however, that any work in excess of 10 hours on Friday shall be paid at time and one-half the regular rate of wages in any event.

SECTION 4. All overtime shall be paid for by the hour and half hour.

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

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

SECTION 6. For all time worked on Sundays and Holidays or days observed as such, the Employee shall be reimbursed at the rate of two (2) times the rate set forth in the Schedule of labor, except as outlined in Shift Work.

SECTION 7. No man shall be discharged for failure to report to the job when weather conditions are such that it is a matter of judgment by the individual as to whether he can work or not. By not reporting he shall receive no compensation for that shift.

SECTION 8. It is agreed that in case of work required because of Civic or National emergencies covering a general area caused by floods, fire or disaster, endangering life or property all restrictions as to maximum number of hours to be worked and all requirements as to the payment for overtime, shall be suspended.

#### ARTICLE VIII

##### HOLIDAYS

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

SECTION 2. When pumping coffer dams, pumping for the curing of concrete, firing of boilers for the curing of concrete and watching the plant and fleet, the Employees under this Agreement shall work three (3) eight (8) hour shifts, Saturdays, Sundays and Holidays and be paid time and one-half (1 1/2) the regular hourly rate. When an Employee performs work described above on Holidays where the normal work is in progress he shall receive double (2) time his regular rate.

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

ARTICLE IX  
PAY PERIOD

SECTION 1. All wages must be paid weekly to the workmen. In the event the Contractor elects to pay by check, arrangements must be made for cashing of same. The maximum time after the close of a payroll period for wages to be held back shall be no more than one week. Employees must be paid before the end of each shift Friday or be paid waiting time (not to exceed eight (8) hours) at the straight-time prescribed rate of pay except where the delay is for reasons beyond the Contractor's control.

SECTION 2. If a workman is discharged or laid off he must be paid within one (1) hour of the time of discharge all wages as are provided for in this Agreement and shall be paid for any time he is requested to wait beyond such one (1) hour at the prescribed rate for that day. In the event an Employee is required to return the following day for his pay he shall receive a minimum of two (2) hours pay at the prescribed rate of pay for that day.

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

SECTION 4. Each pay envelope or detachable pay stub shall specify the pay period, the name of the Contractor, the hours worked, gross wages and all deductions and Contractor contributions. If the employee is paid by check, the pay stub shall contain the number which appears on the check or the date. If the employee is paid by cash, his name shall appear on the pay envelope.

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

ARTICLE X  
REFERRAL OF EMPLOYEES

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

(b) On new job openings on the job or project site, the Contractor shall give the Union forty-eight (48) hours notice of his need for Employees, and within such forty-eight (48) hour period shall not hire persons not referred by the Union. In the event the Union is unable to fill requisitions for Employees within forty-eight (48) hours, the Contractor may employ applicants from any other available source.

(c) In the event the Contractor cannot fill the requisitions for Employees in the succeeding forty-eight (48) hours the Contractor must hire the next competent Operating Engineer as provided for in this Agreement.

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

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



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

SECTION 5. Employees may be transferred, without a machine, from a job or project to another job or project of a duration not to exceed fifteen (15) working days without those Employees being required to move their records from District to District. On all jobs or projects in excess of fifteen (15) working days the Employee to be transferred must by phone or in writing place his name on the Out-of-Work list in that District and be requested by the Contractor as provided elsewhere in this Article. In no event will the above conditions be instituted to circumvent the payment of Reporting Time employment or to circumvent any other provisions of this Agreement. Further, the above condition shall apply only to work covered under this Agreement.

SECTION 6.

GROUP "A"

1. Operator

2. Oiler

All applicants who for the past four (4) years (a) have been available for employment as an Operating Engineer within the jurisdiction of the union (b) have been employed by Contractors who have worked within the jurisdictional area served by the Union and (c) have maintained residence within the geographical area constituting the normal construction labor market covered by the jurisdiction of the Union.

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

GROUP "B"

1. Operator
2. Oiler

All applicants who for the past six (3) years have met the requirements as stated above.

GROUP "C"

1. Operator
2. Oiler

All applicants who for the past four (2) years have met the requirements as stated above.

GROUP "D"

1. Operator
2. Oiler

All other applicants for employment.

SECTION 7. Apprentices shall be assigned by the Apprenticeship Committee. During the first and second year they will be in Group "C", during the third year and fourth year

they will be in Group "B". All applicants who are indentured in the Apprentice Program shall be qualified under their respective priority group so long as they remain within the Apprentice Program. All Apprentices upon completion of and their graduation from their apprentice training program shall be qualified under Group "A".

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

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

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

SECTION 11. When a Contractor rents or leases equipment manned from an Employer in signed relations with this Union, the Engineer or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer 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 12. Preferred "A" Status Machines;

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

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

It is not the intent of this clause to raise the cost of construction, but rather to recognized the responsibility of the industry to provide suitable employment for such Employees described above. On this premise it is understood that the Contractor will assist in providing such employment to said Operating Engineer.

(b) Therefore, it is further understood and agreed that when the Contractor employs Operating Engineers not currently in his employ, for any

machines listed in this section, the Contractor shall call the Referral Office servicing his job or project and request that an Employee qualifying under the Preferred "A" Status be dispatched to service and operate said machine or plant. Any Engineer currently employed by a Contractor can be used to operate any of the above listed machines for a period not to exceed five (5) work days. This will in no way affect the procedures as set forth in Article XIX, Manning of Minor Machines.

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

(d) Workmen registering in this Preferred "A" Status shall be: (1) fifty-five (55) or more years of age and have had at least fifteen (15) years employment or availability for employment in any one or more classifications contained in this Agreement of the type or kind of craft work covered by this Agreement, in the geographic area defined in this Agreement; (2) provided however that person does not meet such requirements but who has a physical handicap preventing his employment in any classification; or (3) acquired such handicap as a result of an; (a) industrial or (b) military service accident while employed as an Operating Engineer shall be permitted to so register.

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

SECTION 13. When a Contractor states requirements for special skills or abilities in his request for Employee applicants, the Union shall refer the first

applicant on the register possessing such skills or abilities regardless of the place or classification of such applicant on the register.

SECTION 14. In each District Office the Union shall maintain a separate list for each of the five (5) priority groups and the classifications within such groups set forth above and shall list the applicants within each group and classification in the order in which they registered as available for employment.

SECTION 15. In referring applicants to the Contractor, the Union shall first refer applicants in Group "A" 1 or 2 depending upon the classification of work involved, in the order of their places on the Out-of-Work List in the District Office, and then refer applicants in the same manner successively from the Out-of-Work List for Group "B", "C", "D". Any applicant who is rejected by the Contractor shall be restored to his place on the list for his group and classification. When a registrant is referred for employment and works for eleven (11) work days, reporting time days shall not be counted as work days, such registrant's name shall be removed from the Out-of-Work List. When his employment terminates, he shall be registered at the bottom of the appropriate group list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order refused to accept employment one (1) time without reasonable justification, such registrant's name shall be placed at the bottom of the group list on which he is registered.

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

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

SECTION 17. Unemployed registrants must re-register every thirty (30) days in person, or by personal phone call to the Dispatcher in the manner noted in Section 16 above as available for employment, in order to remain active on the registration list: any registrant if not renewed within thirty (30) days will be considered invalid and not available for employment and registrant's name will be removed from the list. The re-registration thirty (30) day period will commence from the first day of registration.

SECTION 18. The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Contractor, but assumes no obligation or responsibility for failure to locate such applicant.

SECTION 19. The priority of referral set forth above shall be followed except where the Contractor requests an Employee in Group "A-1", "B-1", or "C-1" for the manning of all machines in Class I, II and III except those machines as listed under Section 12, Preferred "A" Status machines, and Compactors/rollers (static or vibratory) (self-propelled) as listed in Class III providing that the Employee is available for employment and has not refused employment (except for just cause) with any other Contractor, immediately preceding the request and providing further the request is made at the Dispatch Office servicing the job or project site in writing, stating the registrant's name and type of job called for, in which case the Union shall pass over other applicants possessing similar skills and abilities for the job specified. The Employee so requested shall have the right to accept or reject such employment. A request

will not be honored in the event the request is to fill the vacancy of a challenged discharge of an Employee.

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

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

SECTION 22. The Union shall require all job applicants that are available for employment who have not previously registered to submit a true and accurate resume of their experience and qualifications.

SECTION 23. In the event any job applicant is aggrieved with respect to the functioning of this Referral Agreement, he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral and the Contractor involved, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged.

An Appellate Tribunal consisting of a Contractor Representative, a Union Representative and an Impartial Chairman appointed jointly by the Contractor and the Union shall consider such grievance and render



a decision, which shall be final and binding upon the aggrieved Employee, the Contractor and the Union. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement, and its decision shall be in accordance with the terms of this Referral Agreement.

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

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

SECTION 26. In the event that there is a determination by any Federal, State Court, or by any Federal, State, or Municipal Board, Agency, or Commission that the foregoing referral system has been or is being operated by the Union in a discriminatory manner, the Contractor shall be free to hire Employees from any source or area with respect to jobs covered by such determination.

SECTION 27. Definitions

A. NORMAL CONSTRUCTION LABOR MARKET is defined to mean the following geographical area:

Twenty-one (21) Counties all of which comes under the jurisdiction of the Local Union.

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

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

C. DISTRICT OFFICES are offices established in centrally located areas within the jurisdiction of the Union to accommodate the men and the Contractors and may be moved by the Union from time to time to accommodate the work areas.

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

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

non-paying registrant shall be stricken from the list at the close of the first day of the next eligible quarter.

SECTION 30. In the event a registrant is discharged by the Contractor as being incompetent and he does not exercise his rights under Section 23 of this Referral of Employees, the classification he/she is discharged from shall be stricken from his referral record and he shall not be dispatched to another machine of the classification until he has:

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

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

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

#### ARTICLE XI UNION REPRESENTATIVES

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

The Business Manager and the Business Agent of the Union shall be the only authorized agents of the Union to be recognized by the Contractors.

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

## ARTICLE XII

### STEWARD

SECTION 1. The powers and duties of the Union Stewards shall be limited to that which is stated in this Agreement. The Steward has no authority to call a work stoppage or slowdown.

SECTION 2. The Union may place or select a Job Steward and shall give written notification of such to the Contractor or his Representative on forms provided by the Contractor. The Job Steward will confer with the Contractor on all matters pertaining to this Agreement. The Contractor shall not be obligated to unnecessarily increase his work force, however, when a project requires more than seven (7) members of the craft, the Union may refer the eighth (8th) man and reassign the Steward's duties, if the Union has notified the Contractor that the existing Steward is an interim Steward.

SECTION 3. The employee placed or selected on a job or project as Steward shall enjoy all rights and privileges enjoyed by other Stewards on the job or project.

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

SECTION 5. Where the size of the job or project makes it appropriate, the Union may select or place

additional Job or Project Stewards, of which one will serve as Head Steward.

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

SECTION 7. The Contractor (or his Representative) agrees before laying off or discharging the Job Steward, for just cause, he shall notify the Union of his intention to do so two (2) full working days prior to such lay-off or discharge and upon request of the Union he shall show cause for such layoff or discharge.

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

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

SECTION 9. To promote harmony between the Union and the individual Contractor, the steward, without interrupting the progress of the job, shall be limited to and shall not exceed, the following duties and activities:

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

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

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

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

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

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

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

SECTION 10. The Steward shall act as safety man at all times for the Operating Engineers.

SECTION 11. Employees must on the first day of employment report to the Job Steward prior to going to work.

SECTION 12. The provisions of this Article shall apply to all shifts.

#### ARTICLE XIII

##### Safety

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

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

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

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

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

5. If the State or Federal representative 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. Should this occur, the Contractor shall have recourse to arbitration.

7. Any employee injured on a job incurred accident during the shift and requiring emergency treatment by a physician, hospitalization or first aid shall receive wages and fringes for the scheduled shift.

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

9. For the purpose of this Article, the Union shall not be held liable for any work stoppage or for

irresponsible acts of an Employee, unless the work stoppage is condoned or approved by the Union. The Union shall be given twenty-four (24) hours to return the Employee to work, before the Contractor takes recourse that may be available to him.

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

ARTICLE XIV  
NO WORK STOPPAGE

Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes, or stoppages of any work of any sort and all grievances and complaints which the parties involved are unable to adjust shall be submitted to the Arbitration Board for settlement. Non-payment of wages and overtime, and the violation of the funds remittances provisions and the Articles listed below as set forth in this Agreement, shall not be considered as subject to Arbitration, and not subject to the provisions of this Article. However, Contractors shall be afforded at least forty-eight (48) hours written notice to correct such alleged violation.

1. Violation of manning of equipment as outlined in the Agreement
2. Article XIII, Safety (as modified)
3. Article XVIII, New Work Notice
4. Article II, Section 2, Union Security Provision
5. General Employment Conditions Art. V - Sec. 6 (picket lines)



ARTICLE XV  
ARBITRATION

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

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

All situations that are arbitrable must be presented for arbitration as outlined under this Article within ten (10) days of the occurrence or shall become null and void.

No dispute, complaint or grievance concerning the Funds remittances, payment of wages, or overtime are to be arbitrable under the provisions of this Article.

For the purpose of arbitration, a Joint Arbitration Board shall be created by the parties hereto, both the Contractor and the Union selecting two (2) members, each within ten (10) days after the signing of this Agreement.

Two (2) alternate members shall be selected to serve when needed to secure full representation of either party on such Joint Arbitration Board and shall be selected by parties hereto.

These members shall serve for one (1) year and from year to year thereafter if approved by the parties making the respective selection. Any member of the Board may resign upon written notice to the party selecting him; whereupon, his vacancy may be filled for the balance of the term.

In the event of unequal representation of the parties hereto at any meeting of the Board for consideration of differences, the majority party shall forego such unequal representation in voice and vote at such meeting.

The representatives of the Contractor shall be from the membership of the Keystone Contractors Association

and the representatives of the Union shall be Agents of the Union. The Board shall meet within fifteen (15) days after date of selection and select a Chairman and Secretary.

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

A. The Contractor's designated Representative and the Union Steward (if there is one) shall discuss the grievance and attempt to resolve the dispute within twenty-four (24) hours from the time said grievance is brought to their attention; if no agreement or understanding is reached in settling the grievance, the second step shall be: (In the event there is no Union Steward assigned to the job or project step "B" will immediately go into effect):

B. The Business Manager or his Assistant and the Contractor's designated representative or his Superintendent shall confer and render a decision within forty-eight (48) hours from the time of the decision of "A" above. Upon failure to resolve the dispute under (A) or (B) above, the third step shall be:

C. The dispute shall be submitted in writing to the Joint Arbitration Board within three (3) days (Excluding Saturday, Sunday, and Holidays) of the decision under (b) above. The Board shall meet within five (5) days from date such matter is referred to such Board to consider the matter and make its decision.

D. Should the decision of the Board be deadlocked the matter shall be referred to the American Arbitration Association.

Arbitration proceedings shall follow the rules of procedure set up by the American Arbitration Association. In the event an Umpire is necessary, he

shall be picked from a list furnished by the American Arbitration Association; he shall be familiar with conditions in the industry and will be prohibited from making any additions to or deletions from the Agreement as adopted by the Union and the Association.

A majority opinion of the Board and the Umpire shall constitute the decision of the Board, which must be rendered within fifteen (15) days from the selection of the Umpire and such decision shall be submitted in writing as herein provided and shall be final and binding.

In addition to the aforementioned duties, the Arbitration Board shall establish regular quarterly meetings at a time and location mutually agreed upon. It shall be the business of each Board meeting to resolve any differences involving the interpretation or application of this Agreement: however, this Arbitration Board shall have no authority to modify, detract from, or alter any provision of this Agreement.

#### ARTICLE XVI

##### JURISDICTIONAL DISPUTES

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

#### ARTICLE XVII

##### SUBLETTING OF WORK

SECTION 1. It is agreed by the parties embodied herein that in the event any Contractor sublets any part of his work which is performed by the craft named in this Agreement, for work to be done at the job site of construction, that all Subcontractors involved shall be governed by the terms of this Agreement. Contractors shall give preference to Subcontractors who are parties to an Agreement with the Union except as provided in Article XXIII 2.d). Hazardous/Toxic Waste Materials Handling, Removal and Disposal.

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

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

ARTICLE XVIII  
New Work Notice

SECTION 1. The Contractor, upon securing work as provided for in this Agreement, must promptly notify the Association at least seven (7) days prior to time of commencement of any phase of work on that job or project. The Association must, upon receiving such notification, notify the Union in writing under the same terms stated above, noting the size and nature of said job or project at which time, upon the request of either party a pre-job conference will be held. It is further agreed that both the Union and the Contractor shall have in attendance at the pre-job conference, a Representative having binding authority for their respective organizations. A Representative of the Association shall also attend.

SECTION 2. All understandings reached at such meetings shall be reduced to writing and signed by the Contractor or his designated Representative and the Union. Such understandings shall be within the scope and terms of this Agreement.

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

ARTICLE XIX  
MANNING OF MINOR MACHINES

SECTION 1. The servicing and maintenance of all mechanical equipment regardless of power used is

recognized as the work of the Operating Engineer, including light plants, generators, mechanical heaters, compressors, pumps, welding machines, and conveyors.

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

Two (2) welding machines (gas or diesel) (250 amp or less).

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

Electric pumps (up to nine inches accumulative discharge shall be regarded as one unit. But no single pump to exceed three inches).

One (1) compressor 175 cu. ft. per min or less.

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

One (1) pump unit (one gas or diesel or one electric unit).

One (1) compressor unit. -

One (1) welding machine unit.

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

Compressor 175 C.F.M. or less

Mechanical heater  
Single unit conveyor  
Pump 3" or less (gasoline or diesel powered)  
Pumps (Electric powered) (up to nine inches  
accumulative discharge) (but no single pump  
to exceed a 3" discharge)

Generator or light plants (five  
k.w. and over)  
Welding machines (gas or diesel) (300 amp and over)  
Welding machines (gas or diesel) (250 amp or less). (Two of these  
machines will-be regarded as one unit.)

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

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

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

- 1 to 4 Compressors 105 c.f.m. or more (except as noted in Section 3 above)
- 1 to 4 Welding machines (gas or diesel) (300 amp and over) (except as noted above in Section 3)
- 2 to 8 Welding machines (gas or diesel) (250 amp or less) (except as noted above in Sections 2 & 3)
- 1 to 4 Generators and light plants (5 k.w. and over)

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

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

1 to 4 Electric pumps over 3 inches.

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

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

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

Accumulative four units

(or 4 to 6 Mechanical Heaters) - Class II

Two to three units - Class III

One unit - Class IV

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

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

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

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

ARTICLE XX  
REPORTING TIME

SECTION 1. When weather does not prevent working, workmen shall be assured a full day's work every day they report to the job or project site unless they have been notified by 12:00 o'clock midnight the previous day that there will not be any work the following day. In the event multiple shifts are being worked, the workmen on the second and third shifts must be notified at least four (4) hours prior to the start of their respective shifts.

In case of inclement weather, if they report for work they shall be given no less than two (2) hours employment within the craft jurisdiction under reasonable working conditions and be paid therefore at their regular rate. However, if this employment proceeds past the two (2) hours, he/she shall be paid for hours worked at the regular rate of pay. The employees shall remain on the payroll until released by the supervisor.

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

SECTION 2. When an Employee is called out on a Saturday, Sunday, or any Holiday as observed under this Agreement, and not placed at work, he shall be given eight (8) hours pay at the straight time rate, except in case of inclement weather he shall receive two (2) hours employment within the jurisdiction of the Operating Engineers under reasonable working conditions at the prescribed rate applying for that day. If placed at regular work he shall receive a minimum of four (4) hours employment at the prescribed



rate for that day. If work proceeds past the four (4) hours he shall receive a minimum of eight (8) hours at the prescribed rate for that day. This section does not apply when Saturday is being utilized as a makeup day.

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

ARTICLE XXI  
WORKING CONDITIONS

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

SECTION 2. Both parties agree they will not discriminate against any applicant for membership or non-membership in the Union except as otherwise provided for in the Referral of Employees and all new Employees hired by the Contractor after execution of this Agreement and covered thereby, must come through the Union's Referral Office servicing that job or project.

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

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

If related to his operation, a machine in Wage Classifications III, IV, or V may be included in the above three (3) machines.

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

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

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

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

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

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

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

SECTION 10. Assuming the ability of the Operators to be equal, an assigned machine shall be a man's job for the purpose of overtime and lay-off. In the event a machine is operated by any person other than the assigned Engineer and/or Crew, the assigned Engineer and/or Crew shall be paid all wages and fringe benefits for all time worked.

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

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

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

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

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

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

When an Employee fails to report to work at starting time and the Contractor has no available Employees on the job or project, the Contractor may utilize the services of any of his Employees provided

the Union's Steward and the District Referral Office have been notified and a replacement has been requested by the Contractor. When a machine is operated by an Employee who is not covered by the terms of the Operating Engineer's Agreement, the replacement Engineer shall be paid from starting time of shift. This shall apply only to Article XXI, Section 15, Paragraph 3.

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

SECTION 17. When only one (1) mechanic is employed on the job he shall not be classed below the grade of Lead Mechanic. Thereafter, not more than a total of six (6) mechanics or helpers may be employed without the employment of a Working Mechanical Foreman and an additional Lead Mechanic. The conditions as stated herein shall apply to each shift.

SECTION 18. In the event the employer introduces or utilizes new equipment or devices such as, but not limited to, robotic or computerized equipment which substitutes for present equipment under the jurisdiction of the Operating Engineers operated or maintained by an employee covered by this agreement, it shall remain the jurisdiction of the Operating Engineers.

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

SECTION 20. Any Engineer when operating a grease unit shall be classed as Head Grease Unit Operator and be paid therefore. If and when the Contractor desires the use of additional men on a grease unit per shift they

can be Oilers and/or Apprentice Engineers. The above conditions shall apply to each unit on each shift.

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

SECTION 22. Where cabs, heaters or other suitable protection is available from manufacturers of equipment, they shall be supplied for the protection of the engineer during inclement weather unless job conditions make it impractical.

## ARTICLE XXII

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

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

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

#### 2. DEFINITIONS

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

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

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

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

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

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

### 3. CONFIDENTIALITY

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

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

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

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

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

4. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

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

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

B. Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

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

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

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

#### 5. DRUG/ALCOHOL TESTING

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

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

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

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



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

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

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

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

The Company will bear the costs of all testing procedures.

#### 6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

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

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

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of

one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

7. ADDENDUM - JOINT LABOR-MANAGEMENT

DRUG/ALCOHOL ABUSE PROGRAM

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

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

Contractor Members of the Keystone Contractors Association may call the Association when prospective employees are considered for employment to determine if the employee has been drug tested in the previous twenty-four (24) months and the test results.

In the event an individual has been tested by another Association member during the past twenty-four (24) months, and the test results are negative, the Company (the prospective employer) may elect to exempt the individual from present drug tests.

In the event an employee has been tested by another Association member during the past twenty-four (24) months, and the test results are positive, the Company may require evidence of the employee having been diagnosed by a drug rehabilitation counselor and currently participating in or successfully completing counseling or a rehabilitation program after the positive drug test result before considering the individual for employment. If the individual cannot provide evidence of current participation in counseling or successful completion of a rehabilitation program, the employer may reject him for employment. In the event the individual has started work, and the Company receives notice of a

positive drug test result, the employee will be paid only for actual hours worked. Even with satisfactory completion of counseling or a rehabilitation program or participation therein, a Company may require a negative drug test before offering employment.

Drug results shall be confidential and only provided on a need to know basis. Test results shall be provided only to prospective employers. The Association will indemnify and hold the Unions harmless for any payments of lost wages or damages the Unions are required to make any applicant for employment or aggrieved employee and for reasonable costs and expenses, including attorney's fees, court costs and other disbursements resulting from or occasioned by any negligent practice on the part of the Association in the operation of the foregoing drug testing program.

#### ARTICLE XXIII

##### Hazardous/Toxic Waste Material Handling, Removal and Disposal

1. This section is applicable to two types of Hazardous/Toxic Waste Removal work bid after January 1, 1993. They are:

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

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

designated as a Hazardous/Toxic Waste removal site by the Environmental Protection Agency.

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

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

b). Wages for employees working in direct contact with a Hazardous/Toxic Waste Material which is classified Level A or Level B by the United States Environmental Protection Agency and who are required to wear personal protective equipment for respiratory skin or eye protection for that level of work, shall be Two Dollars Fifty Cents (\$2.50) per hour above the comparable classification of work listed in Article XXXIII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Keystone Building wages only) in accordance with the wage classifications of Article XXXIII. Wages for employees working in direct contact with Level C or D, Hazardous/Toxic Waste Material as classified by the United States Environmental Protection Agency, and who are required to wear personal protective equipment as set forth by the United States Environmental Protection Agency, shall be One Dollar (\$1.00) per hour above the comparable classification listed in Article XXXIII. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Keystone Building wages only) in accordance with the wage classification of Article XXXIII.

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

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

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

#### Memorandum of Understanding

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

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

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

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

4. If a non-union contractor is selected, it shall be required to sign an Agreement with the Union. The

Union must offer a Project Agreement to the contractor, which shall not contain terms materially different from the Keystone Building Contractors Agreement.

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

ARTICLE XXIV  
APPRENTICE ENGINEERS

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

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

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

2(b) Providing one is available and qualified to do the job as specified, the Contractor may employ one (1) apprentice per each seven (7) Operators within the Contractors employ under this Agreement. When at least seven (7) Engineers are employed under this Agreement, an Apprentice Engineer shall be employed.

2(c) For each successive seven (7) Operators in addition to the seven (7) employed by the Contractor or Sub-Contractor covered by this Agreement an additional Apprentice Engineer shall be employed providing one is available and is qualified to do the job as specified.

SECTION 3. When a Contractor or Sub-Contractor has more than one shift on any job or project covered by this Agreement the second (2nd) and third (3rd) shift shall also be governed by the provisions of this Article.

SECTION 4. When a Contractor or Subcontractor has more than one (1) job or project being serviced out of a permanent or separate yard or shop the provisions of this article shall apply to all such yards or shops.

SECTION 5. The Apprentice Engineers shall be under the direction of the Operator of the machine, and shall assist in such work as directly affects the operation of his machine pursuant to the terms and conditions of this Agreement.

SECTION 6. Apprentice Engineers shall be used in accordance with the Joint Apprenticeship Committee Standards. In order to maintain a sufficient number of skilled Mechanics in the Industry covered by this Agreement, the Joint Apprenticeship Committee Standards is recognized and the training and employment of as many Apprentice Engineers as called for in this Agreement shall be encouraged and undertaken by both Contractor, Sub-Contractor and the Union.

SECTION 7. The Contractor and Sub-Contractor shall give ample opportunity for the Apprentice Engineer or Oiler to operate equipment under the supervision of the Engineer at the discretion of the Contractor whenever time and opportunity avails itself.

SECTION 8. Apprentice Engineers and/or Oilers when requested to work the regular lunch period, may stagger their lunch period in order to be able to oil, grease, or fuel machines while machines are down during lunch period at no extra compensation.

SECTION 9. The duties of an Oiler and/or Apprentice Engineer shall be, but not limited to, to assist the Operator in fueling, oiling, greasing, and repairing his machine and giving signals where necessary or to direct hauling equipment at particular rig in question, changing buckets or booms, hooking mats, grade checking, driving truck cranes, and keep a running record of maintenance.

SECTION 10. Oilers, Firemen and/or Apprentice Engineers employed on all machines shall be paid at the rates prescribed in the Schedule of Rates, Article XXXIII, Class 5 of this Agreement. Conditions and overtime for Oilers, Apprentice Engineers and/or Firemen are to be the same as for Engineers.

SECTION 11. Apprentices' performance will be evaluated by the Joint Apprenticeship Committee after being placed with the contractor for a period of thirty (30) days and may be advanced in wages by the Joint Apprenticeship Committee in accordance with their performance. Performance advancements will not be granted to apprentice oilers.

ARTICLE XXV  
OPERATING ENGINEERS LOCAL 66  
FRINGE BENEFIT CONTRIBUTIONS

SECTION 1. The Contractor agrees to contribute for each man hour paid for to Employees covered under this Agreement, the following contributions:

- (a) To the Operating Engineers Local 66 Welfare Fund:
  - Effective 7-1-02 . . . . . \$ 4.80
  - Effective 7-1-03 . . . . . \$ 4.85
  - Effective 7-1-04 . . . . . \$ 4.90

(b) In addition the Employer agrees to contribute for each man hour paid for to the Retirees Contribution Account the following contribution:

Effective 7/1/02. . . . . \$ .20 The above contributions are combined for a total payment to the Welfare Fund as follows:

- Effective 7-1-02 . . . . . \$ 5.05
- Effective 7-1-03 . . . . . \$ 5.10
- Effective 7-1-04 . . . . . \$ 5.15

The Agreement and Declaration of Trust of the Operating Engineers Local 66 Welfare Fund is incorporated and made a part of this Agreement by reference thereto.



(c) To the Operating Engineers Construction Industry & Miscellaneous Pension Fund:

Effective 7-1-02 . . . . . \$ 2.85  
Effective 7/1/03 . . . . . \$ 3.05  
Effective 7/1/04 . . . . . \$ 3.25

The Agreement and Declaration of Trust of the Operating Engineers Local 66 Construction Industry and Miscellaneous Pension Fund is incorporated and made a part of this Agreement by reference thereto.

(d) To the Operating Engineers Local 66 Benefit Fund:

Effective 7-1-02 . . . . . \$ .05

The Agreement and Declaration of Trust of the Operating Engineers Local 66 Benefit Fund is incorporated and made a part of this Agreement by reference thereto.

(e) To the Western Pennsylvania Operating Engineers Joint Apprentice & Training Fund:

Effective 7-1-02 . . . . . \$ .12

The Agreement and Declaration of Trust of the Western Pennsylvania Operating Engineers Joint Apprentice and Training Fund is incorporated and made a part of this Agreement by reference thereto.

(f) To the Operating Engineers Annuity Fund (and Savings Fund):

Effective 7-1-02 . . . . . \$ 1.50  
Effective 7/1-03 . . . . . \$ 1.50  
Effective 7/1-04 . . . . . \$ 1.50

The Agreement and Declaration of Trust of the Operating Engineers Local 66 Annuity Fund is incorporated and made a part of this Agreement by reference thereto.

SECTION 2. Fringe benefit contributions will be made by the Contractor on each hour paid as wages to the employee. If wages are paid at the straight time rate then fringe benefits are to be paid at the same rate. If wages are paid at the time and one half (1 1/2) rate, then fringe benefits are to be paid at the time and one half (1 1/2) rate. If wages are paid at the

double time (2) rate, then fringe benefits are to be paid at the double time (2) rate.

SECTION 3. A contribution at the rate of \$.06 of the gross wages shall be contributed to the Keystone Contractors Association effective on all work bid on or after July 1, 1999. Payment shall be by check or other written order for the payment of money to the National City Bank, Pennsylvania Operating Engineers' Local Union No. 66 Contribution Account and forwarded to the National City Bank, Pennsylvania Operating Engineers' Local Union No. 66 Contributions Account, P. O. Box 400109, Pittsburgh, Pennsylvania 15268-0109, for distribution to the Keystone Contractors Industry Advancement Program Account.

Contributions to the Industry Advancement Program are irrevocable and the program will be administered by the Keystone Contractors Association.

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

ARTICLE XXVI  
PAYROLL DEDUCTIONS

SECTION 1. Upon receipt of a written authorization, the Contractor agrees to deduct from the Employees' wages any working dues which, during the term of this Agreement is approved by a secret ballot vote at a special notified Union General Membership meeting held for that purpose. In accordance with the foregoing, the Contractor shall deduct from the wages of all Employees covered by this Agreement, the sum of 2% of Gross Wages. The Union will forward to the Contractor a complete list of names of Employees who have signed a written authorization under this Article.

SECTION 2. Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of

Local #66 and supplemental service charges on behalf of non-members.

SECTION 3. Beginning July 1, 1996 on all projects, the employee shall have deducted from their pay, three cents (\$.03) per hour paid as an employee contribution into the Apprentice Fund to help defray the cost of training apprentices.

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

SECTION 4. Upon receipt of signed authorization cards the contractor shall deduct \$.20 per hour from employee wages for distribution into the Local 66 Social/Defense Fund effective July 1, 1996 and shall deduct \$.25 per hour effective January 1, 1997.

SECTION 5. Effective July 1, 1996, the Apprenticeship/PAC Fund (Section 3 above) and the Social/Defense Fund (Section 4 above) shall be combined for a contribution rate of twenty-three cents (\$.23) per hour payable to the Miscellaneous Employee Payroll Deduction Account. This combined contribution rate shall be increased to twenty-eight cents (\$.28) per hour effective 1/1/97. The combined contribution rate of twenty-three cents (\$.23) per hour effective 7/1/96 and twenty-eight cents (\$.28) per hour effective 1/1/97 will be payable to the Miscellaneous Employee Payroll Deduction Account.

SECTION 6. The International Union of Operating Engineers, Local No. 66 agrees to hold all authorization cards obtained from Employees represented by the Union and covered by this Agreement, and shall upon request affirm to any interested Contractor the fact that such an authorization card is being held by it. Upon revocation, if any, the Union shall

promptly notify the Contractor in writing of the name of the Employee and the date of revocation.

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

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

SECTION 7. The submitting of reports and the payment and distribution of Payroll Deductions as provided for in this Article shall be governed by the provisions of Article XXVII (Submitting Reports and Contributions, etc.) and Article XXVIII (Fund Audits).

#### ARTICLE XXVII

##### SUBMITTING REPORTS AND CONTRIBUTIONS LIQUIDATED

##### DAMAGES AND INTEREST CHARGES FOR DELINQUENCY

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

One copy of the report, together with a check or money order for the full amount due shall be sent to the Operating Engineers Local Union No. 66 Contribution Account, P. O. Box 400109, Pittsburgh, Pennsylvania 15268-0109. One (1) copy shall be retained by the Contractor for his records. Reports shall be submitted for all months of the year irrespective of whether or not the Contractor has employees covered, by this Agreement.

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

SECTION 3. Monthly reports and payments are due by the thirtieth (30th) day of the month following the month reported. Reports and payments received (postmarked) after the due date shall be considered delinquent and the Contractor submitting delinquent reports and payments shall be considered in violation of this Agreement and shall be subject to liquidated damages of 5% of the amount due, but not less than \$10.00 nor more than \$100.00. In addition, the Contractor shall be assessed an interest charge of one percent (1%) per month of the amount of the total delinquency including liquidated damages. (Reports filed without payment attached shall be considered delinquent on the 30th day of the month following the month in which the work was performed, and liquidated damages and interest charges as specified in this Section will be applied.)

SECTION 4. Should the Contractor become delinquent in his payment of wages or Working Dues as provided for in this Agreement, the Union may require such Contractor to post security for the payment of such delinquencies in the form of a cash or corporate security bond in an amount that the Union shall determine to be adequate, and/or require the Contractor to submit weekly reports and make payments of Working Dues on a weekly basis. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, not withstanding any other clause in this Agreement, to withhold the services of the employees until such time the reports are submitted and the payments are made.

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

SECTION 5. Should the Contractor become delinquent in his payment of contributions to fringe benefit trust funds as provided for in Article XXV of this Agreement, the Trustees of the various funds may require such Contractor to post security for the payment of such delinquencies in the form of a cash or corporate security bond in an amount that the Trustees shall determine to be adequate, and/or be required to submit weekly reports and make payments of all Fringe Benefits on a weekly basis. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, not withstanding any other clause in this Agreement, to withhold the services of the employees until such time the reports are submitted and the payments are made.

SECTION 6. Nothing in Sections 4 or 5 of this Article XXVII shall operate to prevent the Union and the

Trustees of the various Funds requiring a single bond of a delinquent Contractor if they shall so mutually decide.

SECTION 7. Should the Contractor have no delinquency for a period of twelve (12) consecutive months from the date such surety or bond is pledged, said surety or bond will no longer be required.

SECTION 8. In the event that the Contractor is unable or unwilling to post security as required above, the Union shall have the right to withdraw and refuse to send any employees to said Contractor. Such action shall not be deemed a violation of any terms of this Agreement.

#### ARTICLE XXVIII

##### Fund Audits

Audits of the Contractors' Employees' Engineer payroll records represented by this Agreement, may be made by the Administrator of the Operating Engineers Local 66 AFL-CIO and Construction Industry Combined Funds, Inc., or the administrator of any jointly Trusteed Fund, or an employee of those offices upon instruction and authority granted by the Trustees of the funds. When a payroll audit is authorized, the contractor involved shall make available to the Trustees or their representative its payroll books and records. Such books and records shall include (a) all records which the contractor may be required to maintain under Section 209(a) (1) of the Employee Retirement Income Security Act of 1974, and (b) time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the contractor's federal, state and local payroll tax reports, and all other documents and reports that reflect the hours and wages of the employees. Five (5) days notice shall be given the Contractor before the audit.

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

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

ARTICLE XXIX  
DISBURSEMENT OF WAGES

SECTION 1. In the event the Union shall on or after the date of signing wish to apply a portion of the

wage rate specified in this Agreement to funds provided for in this Agreement, it shall so notify the Contractor of such desire and such increased contribution or deduction rate shall become applicable thirty (30) days after notification.

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

ARTICLE XXX  
NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against any Employee because of race, creed, color, age, sex or national origin. The parties further agree that they will abide by Title

VII of Civil Rights Act of 1964 and Executive Order 11246 and/or any other governmental regulations pertaining to Equal Employment Opportunity.

ARTICLE XXXI  
AVAILABILITY OF AGREEMENT TO ANY CONTRACTOR

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



ARTICLE XXXII  
GENERAL SAVINGS CLAUSE

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

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

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

SECTION 4.

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

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

**ARTICLE XXXIII**  
**Job Classifications and Wage Rates**  
CLASSIFICATION I

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

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Asphalt Plant Operator	20.915	21.565	22.215
Athey Loader	20.915	21.565	22.215
*Auger (truck or tractor mount)	20.915	21.565	22.215
Auto Grader (CMI or similar)	20.915	21.565	22.215
Backhoe (Case or similar type with 180° swing)	20.915	21.565	22.215
Backhoe (100,000 lbs. And under with 360°swing)	20.915	21.565	22.215
Backhoe (over 100,000 lbs. With 360° swing)	20.915	21.565	22.215
Backfilling-Machine	20.915	21.565	22.215

CLASSIFICATION I (continued)

	7-1-02	7-1-03	7-1-04
	Pr.Hr.	Pr.Hr.	Pr.Hr.
*Batch Plant (when conveyors are used for direct feed)	20.915	21.565	22.215
Batch Plant	20.915	21.565	22.215
Bulldozer	20.915	21.565	22.215
Cableway	20.915	21.565	22.215
*Caisson Drill	20.915	21.565	22.215
**Central Mix Plant	20.915	21.565	22.215
Compactor with Blade	20.915	21.565	22.215
Crane (Overhead)	20.915	21.565	22.215
Crane (Hydraulic truck crane 50 ton and under)	20.915	21.565	22.215

	7-1-02 Pr. Hr.	7-1-03 Pr. Hr.	7-1-04 Pr. Hr.
*Crane (Hydraulic truck crane 50 ton and over)	20.915	21.565	22.215
Crane (Rough terrain & similar 50 ton and under)	20.915	21.565	22.215
*Crane (Rough terrain & similar 50 ton and over)	20.915	21.565	22.215
Crane (Rough terrain & similar 50 ton and under with jib)	21.165	21.815	22.465
*Crane (Rough terrain & similar 50 ton and over with jib)	21.165	21.815	22.465
*Crane (excluding overhead) (Truck, Crawler or Pedestal type)	20.915	21.565	22.215

CLASSIFICATION I (continued)

	<u>7-1-02</u> Pr. Hr.	<u>7-1-03</u> Pr. Hr.	<u>7-1-04</u> Pr. Hr.
*Crane (Boom or mast 100 ft or over up to and including 150 ft)		21.165	21.815 22.465
*Crane (boom or mast over 101 ft will be paid on the basis of an additional \$.25 per each additional 50 ft inclusive of jib (Truck, Crawler or Pedestal type)			
*Crane Mobile (any type 15 ton or over placed on any building structure)	21.165	21.815	22.465
*Crane Tower (Stationary) (Climbing type) (use of oiler to be discussed at pre-job)	20.915	21.565	22.215
*Crane Hydraulic self contained Wagon Crane (under 50 ton does not require an oiler)	20.915	21.565	22.215
Crushing & Screening Plant	20.915	21.565	22.215
**Derrick Traveler (self-propelled)		20.915	21.565 22.215
Derrick (all types) (when assistance is needed it will be an oiler or apprentice)		20.915	21.565 22.215

CLASSIFICATION I (continued)

	<u>7-1-02</u> Pr. Hr.	<u>7-1-03</u> Pr. Hr.	<u>7-1-04</u> Pr. Hr.
*Derrick Boats	20.915	21.565	22.215
*Dragline	20.915	21.565	22.215

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr.Hr.	Pr.Hr.	Pr.Hr.
*Dredge	20.915	21.565	22.215
*Drill (Davey or similar)	20.915	21.565	22.215
*Drill Core (truck or skid mounted)		20.915	21.565 22.215
Elevator (new buildings)	20.915	21.565	22.215
Engineer - Lead or Assistant	21.415	22.065	22.715
Engineer Maintenance (mechanic daily rated) (refer to Article XV Section 30)	20.915	21.565	22.215
Engineer Maintenance	20.915	21.565	22.215
Excavating Equipment (all other)	20.915	21.565	22.215
Forklift (Lull or similar)	20.915	21.565	22.215
**Franki or similar pile driver	20.915	21.565	22.215
*Gradall (other than remote control or track)		20.915	21.565 22.215
*Gradall (remote control)	20.915	21.565	22.215
Grader	20.915	21.565	22.215

CLASSIFICATION I (continued)

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Grader Elevating	20.915	21.565	22.215
Greaser Equipment (Head)	20.915	21.565	22.215
*Helicopter (when used for erection purposes)		20.915	21.565 22.215
Helicopter hoist operator (when Used for erection purposes)	20.915	21.565	22.215
Hi-lift (and all attachments) 22.215			20.915 21.565
Hoist (2 drums or more in one unit)		20.915	21.565 22.215
Hoist Hod (2 cages up to ten floors)	20.915	21.565	22.215
Hoist Hod (2 cages over ten floors)		20.915	21.565 22.215
Hoist (single cage with Chicago boom attached)	20.915	21.565	22.215
Hoist (50 ft or over) (stacks, stoves, or furnaces)	20.915	21.565	22.215
Hoist (slipform jobs)	20.915	21.565	22.215
Hydraulic Boom Truck	20.915	21.565	22.215
Jumbo Operator	20.915	21.565	22.215
*Kocal	20.915	21.565	22.215
*Koehring Scooper	20.915	21.565	22.215
Locomotive	20.915	21.565	22.215

CLASSIFICATION I (continued)

	7-1-02	7-1-03	7-1-04
	Pr. Hr.	Pr. Hr.	Pr. Hr.
*Metro Chip Harvester or similar type	20.915	21.565	22.215
**Mix Mobile or similar type (with self loading attachment)	20.915	21.565	22.215
*Mix Mobile or similar type	20.915	21.565	22.215
Mixer Paving	20.915	21.565	22.215
Mucking Machine (tunnel)	20.915	21.565	22.215
Multiple Bowl Machines	20.915	21.565	22.215
Paver Asphalt (Spreader)	20.915	21.565	22.215
Pile Driver (sonic or similar type) (when assistance is required it will be an oiler or apprentice)	20.915	21.565	22.215
Post Driver (Guard rail) (truck Mounted or skid type)	20.915	21.565	22.215
Pumpcrete (Mobile or similar type)	20.915	21.565	22.215
Pumpcrete or similar type (not self propelled)	20.915	21.565	22.215
Pumpcrete machine (Stationary)	20.915	21.565	22.215
Scoop (single bowl) (self powered and tractor drawn)	20.915	21.565	22.215
*Shovels (all types)	20.915	21.565	22.215
Slip Form Paver (CMI or similar)	20.915	21.565	22.215
<u>CLASSIFICATION I (continued)</u>	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr. Hr.	Pr. Hr.	Pr. Hr.
Spreader (concrete, asphalt. or or stone)	20.915	21.565	22.215
Tire Repairman	20.915	21.565	22.215
Tower Mobile hoisting or lowering material	20.915	21.565	22.215
Tractors (boom mounted) (all types)	20.915	21.565	22.215
Tractors (all types with hydraulic backhoe attached)	20.915	21.565	22.215
Trencher	20.915	21.565	22.215
*Tug Boat	20.915	21.565	22.215
Vermeer Saw	20.915	21.565	21.215
Welder (repairman)	20.915	21.565	22.215
*Whirley	20.915	21.565	22.215

**\*Means Oiler or Apprentice is Required \*\*Requires two major operators but no oiler**

Note: A contractor contribution as follows to be added to the above listed rates:

Fringe Benefit Contributions:	7-1-02	7-1-03	7-1-04	
	Pr.Hr.	Pr.Hr.	Pr.Hr.	
Welfare	\$4.80	\$4.85	\$4.90	
Pension	2.85	3.05	3.25	
Apprentice	0.12		0.12	0.12
Retirees Contribution Account	0.20		0.20	0.20
Members Benefit Fund	0.05		0.05	0.05
Annuity Fund	1.50	1.50		1.50
Industry Advancement Fund	0.06		0.06	0.06

In addition, the Contractor shall deduct from the above wage rates:

- A. Working Dues ..... 2% of the gross wages
- B. Defense/Social Fund ..... \$. 25/hr. each year beginning 7-1-02
- C. Apprenticeship/PAC Fund \$. 03/hr. each year beginning 7-1-02
- D. Building Fund \$. 10/hr. each year beginning 7-1-02

The Defense/Social/Building Fund and the Apprenticeship/PAC Fund shall be combined for a contribution rate of thirty eight (\$0.38) cents per hour paid for to the Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year	\$2.25 less than prescribed rate
Second Year	\$1.75 less than prescribed rate
Third Year	\$1.25 less than prescribed rate
Fourth Year	\$ .50 less than prescribed rate

CLASSIFICATION II

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

	7-1-02	7-1-03	7-1-04	
	Pr.Hr.	Pr.Hr.	Pr.Hr.	
Ballast Regulator	18.24		18.89	19.54
Boat (material or personnel carrier) (powered)	18.24	18.89		19.54
Boat Job Work (inboard or Out board)	18.24	18.89		19.54

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Boiler	18.24	18.89	19.54
Boring Machine	18.24	18.89	19.54
Broom Power (except push type)	18.24	18.89	19.54
Compressor (single or with any of the following: Air Tugger, Air Pump, Gunit Machine, Sand Blasting Machine)	18.24	18.89	19.54
Concrete Belt Placer	18.24	18.89	19.54
Conveyor 1 to 4 units (regardless Of power used)	18.24	18.89	19.54

CLASSIFICATION II (continued)

	<u>7-1-02</u>	<u>7-1-30</u>	<u>7-1-04</u>
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Conveyor more than 4 units (when set up, moved or operated)	18.24	18.89	19.54
Crane (Carry)	18.24	18.89	19.54
Crushing and Screening Plants	18.24	18.89	19.54
Curb Builder (self propelled)	18.24	18.89	19.54
Forklift (ridden or self propelled) 19.54	18.24	18.89	
Form Line Machine	18.24	18.89	19.54
Generator (over 5 KW)	18.24	18.89	19.54
Grout Pump	18.24	18.89	19.54
Heaters (up to and including 6 units)	18.24	18.89	19.54
Hoist (monorail) (regardless of Power used)	18.24	18.89	19.54
Hoist (one drum) (regardless of Power used)	18.24	18.89	19.54
Hoist (one drum) (4 floors or more)	18.24	18.89	19.54
Hoist Hod (buildings of 4 floors or 19.54 more)	18.24	18.89	
Hoist Roof (regardless of power used)	18.24	18.89	19.54
Huck Machine or similar type	18.24	18.89	19.54
Jack Motor (hydraulic) (single type) 19.54 (power driven)	18.24	18.89	

CLASSIFICATION II (continued)

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>
	Pr. Hr.	Pr. Hr.	Pr. Hr.
Ladavator	18.24	18.89	19.54
Lift Slab Machine (hydraulic)	18.24	18.89	19.54
Mixer Concrete (regardless of power used)	18.24	18.89	19.54

	7-1-02	7-1-03	7-1-04	
	Pr. Hr.	Pr. Hr.	Pr. Hr.	
Mixed Mortar (over 10 cubic feet)	18.24		18.89	19.54
Mulching Machine	18.24		18.89	19.54
Pavement Breaker (self propelled or ridden)	18.24		18.89	19.54
Pin Puller (powered)	18.24		18.89	19.54
Pipe Cleaning Machine	18.24		18.89	19.54
Pipe Dream	18.24		18.89	19.54
Pulverizer	18.24		18.89	19.54
Pump (regardless of power used)	18.24		18.89	19.54
Roller	18.24	18.89		19.54
Refrigeration Plant	18.24	18.89		19.54
Ross Carrier or similar type	18.24		18.89	19.54
Saw (concrete)	18.24	18.89		19.54
Seeding Machine	18.24		18.89	19.54

CLASSIFICATION II (continued)

	7-1-02	7-1-03	7-1-04	
	Pr. Hr.	Pr. Hr.	Pr. Hr.	
Soil Stabilizer (pump type)	18.24		18.89	19.54
Spray Cure Machine (power driven)	18.24		18.89	19.54
Spreader Shoulder (Side delivery Attachment)	18.24		18.89	19.54
Steam Jenny or similar type	18.24		18.89	19.54
Stone Crusher	18.24	18.89		19.54
Stone Spreader (self propelled)	18.24		18.89	19.54
Siphon (steam or air)	18.24		18.89	19.54
Tie Tamper (multiple heads)	18.24		18.89	19.54
Tractor Farm (when used for landscaping)				
Tractor (when used for snaking or hauling)	18.24		18.89	19.54
Truck Winch (when hoisting and placing]	18.24		18.89	19.54
Tube Finisher (CMI or similar type)		18.24	18.89	
19.54				
Tugger	18.24	18.89		19.54
Water Blaster	18.24	18.89		19.54
Welding Machine	18.24		18.89	19.54
Well Point Systems	18.24	18.89		19.54

Note: A contractor contribution as follows to be added to the above listed rates:



Fringe Benefit Contributions:	7-1-02	7-1-03	7-1-04
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Welfare	\$4.80	\$4.85	\$4.90
Pension	2.85	3.05	3.25
Apprentice	0.12	0.12	0.12
Retirees Contribution Account	0.20	0.20	0.20
Members Benefit Fund	0.05	0.05	0.05
Annuity Fund	1.50	1.50	1.50
Industry Advancement Fund	0.06	0.06	0.06

In addition, the Contractor shall deduct from the above wage rates:

- A. Working Dues..... 2% of the gross wages
- B. Defense/Social Fund..... \$. 25/hr. each year beginning 7-1-02
- Apprenticeship/PAC Fund.....\$. 03/hr. each year beginning 7-1-02
- Building Fund..... \$. 10/hr. each year beginning 7-1-02

The Defense/Social/Building Fund and the Apprenticeship/PAC Fund shall be combined for a contribution rate of thirty eight (\$0.38) cents per hour paid for to the Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year	\$2.25 less than prescribed rate
Second Year	\$1.75 less than prescribed rate
Third Year	\$1.25 less than prescribed rate
Fourth Year	\$ .50 less than prescribed rate

CLASSIFICATION III

The below listed individual Classifications under the jurisdiction of the Operating Engineers when put in to use must be manned by an Engineer and/or crew as indicated. The listing of the below machines is in reference to

all types and models regardless of motor power or operating, procedures. When the Employer determines assistance is needed. It shall be an Apprentice Engineer or Oiler.

	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>	
	Pr.Hr.	Pr.Hr.	Pr.Hr.	
Brakeman	16.69	17.34	17.99	
Crane Truck Oiler and Fireman	16.79	17.44	18.09	
Deck Hand	16.69	17.34	17.99	
Helicopter Signalman (if needed and is not in conflict with other trades)	16.69	17.34	17.99	
Oiler	16.69	17.34	17.99	
Oiler Truck Crane (50 ton up to but not including 100 ton)	16.94	17.59	18.24	
Oiler Truck Crane (100 ton and over)	17.69	18.34	18.99	
Elevator (alterations & remodeling of all building type)	16.69	17.34	17.99	
Mechanic Helper	16.69	17.34	17.99	

Note: A contractor contribution as follows to be added to the above listed rates:

<b>Fringe Benefit Contributions:</b>	<u>7-1-02</u>	<u>7-1-03</u>	<u>7-1-04</u>	
	Pr.Hr.	Pr.Hr.	Pr.Hr.	
Welfare	\$4.80	\$4.85	\$4.90	
Pension	2.85	3.05	3.25	
Apprentice	0.12	0.12	0.12	
Retirees Contribution Account	0.20	0.20	0.20	
Members Benefit Fund	0.05	0.05	0.05	
Annuity Fund	1.50	1.50	1.50	
Industry Advancement Fund	0.06	0.06	0.06	

In addition, the Contractor shall deduct from the above wage rates:

- A. Working Dues..... 2% of the gross wages
- B. Defense/Social Fund..... \$.25/hr. each year beginning 7-1-02
- C. Apprenticeship/PAC Fund.....\$.03/hr. each year beginning 7-1-02
- D. Building Fund \$.10/hr. each year beginning 7-1-02

The Defense/Social/Building Fund and the Apprenticeship/PAC Fund shall be combined for a contribution rate of thirty eight (\$0.38) cents per hour paid for to the Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year \$2.25 less than prescribed rate

Second Year	\$1.75 less than prescribed rate
Third Year	\$1.25 less than prescribed rate
Fourth Year	\$ .50 less than prescribed rate

CLASSIFICATION IV

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

	7-1-02	7-1-03	7-1-04
	Pr.Hr.	Pr.Hr.	Pr.Hr.
Party Chief		\$16.29	\$16.94
\$17.59			
Instrument Man	15.29	15.94	16.59
Rodman	14.84	15.49	16.14
Chainman	14.84	15.49	16.14

Note: A contractor contribution as follows to be added to the above listed rates:

<b>Fringe Benefit Contributions:</b>	<u>7-1-02</u>	<u>7-1-03</u>
<u>7-1-04</u>	Pr.Hr.	Pr.Hr.
Welfare	\$4.80	\$4.85
\$4.90		
Pension	2.85	3.05
3.25		
Apprentice	0.12	0.12
0.12		
Retirees Contribution Account	0.20	0.20
0.20		
Members Benefit Fund	0.05	0.05
0.05		
Annuity Fund	1.50	1.50
1.50		
Industry Advancement Fund	0.06	0.06
0.06		

In addition, the Contractor shall deduct from the above wage rates:

- A. Working Dues..... 2% of the gross wages
- B. Defense/Social Fund..... \$.25/hr. each
- year-beginning-7-1-02
- C. Apprenticeship/PAC Fund.....\$.03/hr. each year beginning 7-1-02
- D. Building Fund \$.10/hr. each year beginning 7-1-02

The Defense/Social Fund and the Apprenticeship/PAC Fund shall be combined for a contribution rate of thirty eight (\$0.38) cents per hour paid for to the Miscellaneous Employee Payroll Deduction Account.

APPRENTICE WAGES:

First Year	\$2.25 less than prescribed rate
Second Year	\$1.75 less than prescribed rate
Third Year	\$1.25 less than prescribed rate
Fourth Year	\$ .50 less than prescribed rate

In accordance with Article XXVI Working Dues, Section 1, the Contractor shall deduct the sum of 2% of gross wages upon receipt of a written authorization.

ARTICLE XXXIV  
TENURE OF AGREEMENT

SECTION 1. This Agreement shall become effective July 1, 2002, and shall be effective until June 30, 2005, and upon expiration shall be automatically extended from month to month in force thereafter unless written notice of desire to negotiate a new Agreement, in whole or in part, is given by either party hereto to the other at least ninety (90) days prior to the expiration date of the Agreement.

SECTION 2. The wage rates as set forth in the Schedule of Wages herein shall become effective July 1, 2002. All other terms and conditions of this Agreement shall also be effective on projects on which these wage rates are in force.

SECTION 3. Wages to be paid on projects covered by the Pennsylvania Prevailing Wage Act apply on a calendar year basis as designated in the contract bid documents and/or this Bargaining Agreement except that the wage rates, terms and conditions effective on July 1, 2002 will remain in effect on uncompleted projects until December 31, 2005.

SECTION 4. The Association shall supply the Union with a full complete and correct list of all members who have authorized the Association to bargain for

them. The Association shall also notify the Union promptly of any change in the status of a member who has authorized it to bargain.

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

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

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

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

ARTICLE XXXVI  
COMPETITIVE ADJUSTMENT FOR 4-10'S WORK WEEK

In 1983 the Operating Engineers Local #66, agreed to institute a 4 day, 10 hour clause into the Agreement where it was allowed by federal law. The purpose of this was two-fold:

1. To introduce to the workforce the concept of 4-10's.
2. To permit union contractors to utilize the increased efficiency of the 4-10's on those projects where it was cost efficient in order to remain competitive with their nonunion and District #50 competitors.

Effective January 1, 1986, according to recent changes in federal regulations, contractors may institute 4-10 hour days at straight time on all federal projects. In order to retain the competitiveness of union contractors, Operating Engineers Local #66,

Effective on all projects bid between July 1, 2002 and June 30, 2005, a four day work week of ten hours per day with Friday as a makeup day; due to inclement weather only, or a five day work week of eight hours per day with Saturday as a makeup day; due to inclement weather only, at straight time rate of pay may be utilized on all projects provided that it is not a violation of federal or state laws or regulations. Each employer shall elect same on each



project and agrees that the union shall be given notification 48 hours in advance of any change. Such change shall continue for no less than five working days unless approval is granted by each local. This Competitive Adjustment will remain in effect through December 31, 2005 and annually thereafter for the term of the existing contract, unless either of the parties revoke same in writing 30 days prior to December 31st of 2002, 2003 or 2004. The attached clarification will be a part of this Agreement.

#### Clarification of 4-10's

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

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

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

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

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

ARTICLE XXXVII  
NON-COMPETITIVE WORK ADDENDUM

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

For additional clarification on work to be covered within the scope of the Non-Competitive Work Agenda, contractors should contact the signatory parties to the Agenda.

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

WAGE RATES FOR HAZARDOUS WASTE PROJECTS

	7-1-02		7-1-03		7-1-04	
	Levels	Levels	Levels	Levels	Levels	Levels
	A&B Pr.Hr.	C&D Pr.Hr.	A&B Pr.Hr.	C&D Pr.Hr.	A&B Pr.Hr.	C&D Pr.Hr.
<b>Classification I</b>						
24.715 23.215	23.415	21.915	24.065	22.565		
	23.665	22.165	24.315	22.815	24.965	23.465
	23.915	22.415	24.565	23.065	25.215	23.715
	24.165	23.665	24.815	23.315	25.465	23.965
	25.415	23.915	26.065	24.565	26.715	25.215
<b>Classification II</b>						
20.54	20.74	19.24	21.39	19.89	22.04	
21.04	21.24	19.74	21.89	20.39	22.54	
<b>Classification III</b>						
Brakeman	19.19	17.69	19.84	18.34	20.49	
18.99						
Truck Crane Oiler & 19.09	19.29	17.79	19.94	18.44	20.59	
Fireman						
Deck Hand	19.19	17.69	19.84	18.34	20.49	
18.99						
Helicopter Signalman	19.19	17.69	19.84	18.34	20.49	
18.99						
(if needed)						
Oiler	19.19	17.69	19.84	18.34		
20.49 18.99						
Oiler-Truck Crane 50 ton up to but not including 100 ton	19.29	17.79	19.94	18.84		
20.59 19.09						
Oiler-Truck Crane 100 Ton and over	20.19	18.69	20.84	19.34		
21.49 19.99						
<b>Daily Rated</b>						
Compressor (125 CFM and under)	19.19	17.69	19.84	18.34		
20.49 18.99						
Elevator (alterations & remodeling all Bldgs.)	19.19	17.69	19.84	18.34	20.49	
18.99						
Mechanic Helper	19.19	17.69	19.84	18.34		
20.49 18.99						
<b>Classification IV</b>						

Surveyors						
Party Chief		18.79	17.29	19.44	17.94	
20.09	18.59					
Instrument Man		17.79	16.29	18.44	16.94	19.09
17.59						
Rodman		17.34	15.84	17.99	16.49	18.64
17.14						
Chainman		17.34	15.84	17.99	16.49	18.64
17.14						

The undersigned employer and the International Union of Operating Engineers Local No. 66, 66A, B, C, D, O and R hereby certify that they have read the said agreement dated July 1, 2002 through June 30, 2005 and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

Signed in behalf of:

KEYSTONE CONTRACTORS ASSOCIATION, INC.

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Date Signed \_\_\_\_\_

Signed in behalf of:

INTERNATIONAL UNION OF Operating Engineers, LOCAL NO. 66

---

Business Manager

---

President

---

Secretary

---

Date signed

**BUILDING CONSTRUCTION INDUSTRY  
GENERAL SAFETY RULES**

1. Accidents or Injuries: regardless of their nature, shall be Reported to the supervisor for immediate attention.
2. Project Nails: shall be turned down or removed from lumber by All Employees who are responsible for eliminating this hazard.
3. Safety Goggles or Face Shields: shall be worn by all Employees When exposed to flying objects.
4. Safety Helmets: shall be worn in all posted hard hat areas or When Employees are exposed to falling or flying objects.
5. Men Working Above: signs shall be posted at the lower levels by the Employees working above other workmen who may thus cause them to be exposed to falling objects.
6. General Excavation and Trench Construction: in soils other than Rock, shale, or consolidated slag, shall be shored and/or braced if over five feet in depth and not cut to the natural angle of repose of the surrounding material.
7. Floor Openings: shall be planked over or barricaded, and slab Edges of an open building protected by rope or rail and toe boards. Employees shall maintain these protective barriers and shall not disturb or remove them except as directed by the supervisor. If temporary removal is required, employees removing these barriers shall be responsible for their replacement as soon as circumstances permit.
8. Scaffolding: shall be constructed of metal or lumber free from Apparent defects that would impair the structural strength. The platform shall be a minimum, of two planks wide with guardrails or ropes on all open sides and ends.
9. Ladders: shall be constructed of metal or straight-grained lumber, with the maximum length of a single ladder not to exceed thirty feet. Fixed ladders shall have side rails extending three feet above landings and shall be securely fastened at the top. No ladder shall be used that has a broken rung or any other defects.
10. Hand Tools: shall not be used for any other purpose than that Intended and all damaged or worn parts promptly repaired or replaced.
11. Power Tools: shall be operated only by authorized personnel, with guards furnished by the manufacturer "in place" and if electrical shall be grounded.

12. Approved Power Activated Tools: shall be used by licensed Personnel only and operated in compliance with the regulations set forth by the Occupational Safety and Health Administration.
13. Compressed Gas Cylinders: shall be chained or otherwise secured An upright position and shall be placed in cylinder carts whenever being transported to different locations on the project.
14. Sources of Ignition: shall be prohibited from areas where Flammable liquids or explosives are stored or issued and appropriate warning signs shall be posted at these locations.
15. All posted safety rules shall be obeyed and shall not be removed Except by management's authorization. Violation of these Safety Rules may be cause for immediate dismissal of any Employees.
16. All employees will report any infraction of the Safety Rules to Their immediate supervisor for correction. In the event that the violation is not corrected within a reasonable length of time, the complaint should be appealed to the following in order stated:
  - (a) Management's job safety representative.
  - (b) Safety engineer and chairman of the Building Trades Safety Committee.
  - (c) Joint Labor-Management Safety Committee.

## **UNION OFFICES**

### **District #1**

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

### **District #2**

Youngstown, Ohio  
International Union of Operating Engineers,  
Local No. 66  
291 McClurg Road, Youngstown, OH 44512  
330-758-7536

### **District #3**

Indiana, PA  
International Union of Operating Engineers,  
Local No. 66  
2015 Oakland Avenue #19  
Indiana, PA 15701  
724-463-9148

### **District #4**

Clearfield, PA  
International Union of Operating Engineers,  
Local No. 66  
214 North Second Street  
Clearfield, PA 16830  
814-765-7888

### **Districts #5 & #6**

Erie, PA  
International Union of Operating Engineers,  
Local No. 66  
1701 State Street, Erie, PA 16501  
814-455-2434

### **District #7**

Dunbar, PA  
International Union of Operating Engineers,  
Local No. 66  
RR #2, Box 435, Dunbar, PA 15431  
724-628-8633



**KEYSTONE CONTRACTORS ASSOCIATION, INC.**  
**ADDENDUM #2**

**ARTICLE I**  
**NON-PREVAILING WAGE RATE WORK**

It is mutually agreed this Addendum is independent of the standard Keystone Contractors Agreement. Only those specific terms of the standard Agreement referenced in this Addendum have any application to work covered in this Addendum. This Addendum automatically applies to projects:

- A. Under the scope of the Keystone Contractors Agreement.
- B. Without prevailing wage rates
- C. \$3 Million Dollars and under
- D. Not covered by project stabilization/union only agreements.

This Addendum may be granted on projects over \$3 Million Dollars on a project by project basis.

**ARTICLE II**  
**DEFINITION OF WORK COVERED**

- 1. The work to be performed by employees covered by this Addendum shall be that which is commonly known in the industry as being "Building Construction" work; and further, the work to be performed by the employees covered by this Addendum shall be in accordance with the Craft jurisdiction and in accordance with past practice and nothing herein, contained or omitted herefrom, shall be deemed waiver of such work.
- 2. The contractor shall make basic work assignments based upon Craft jurisdiction, area practice and agreements and decisions of record between Crafts signatory to an Agreement with the Contractor. No work assignments based on the cooperative work force will be utilized to change traditional work jurisdiction.

**ARTICLE III**  
**GENERAL EMPLOYMENT CONDITIONS**

- 1. This Addendum shall govern all "Keystone Contractors Association" work on non-prevailing wage rate projects covered by Addendum #2 which any Contractor performs in the following counties in the following counties:

Bedford  
Blair  
Cambria

Clinton  
Crawford  
Elk

Jefferson  
McKean  
Mifflin

Cameron	Forest	Potter
Clarion	Franklin	Somerset
Clearfield	Fulton	Warren
Centre	Huntingdon	Venango

2. The authorized representatives of the Union may visit jobs during working hours, but must not hinder or interfere with the progress of the work. When the work area is restricted, the Contractor shall endeavor to make special arrangements for the representatives to enter and check the employees.
3. The Contractor must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Contractors must also provide suitable and safe drinking water and ice to retain the coolness of same at convenient locations in sufficient quantity. Employees shall be permitted to avail themselves of these facilities.
4. On Building Construction, a suitable craft change house shall be furnished for the use of the craft to keep their clothes and eat their lunches. Under no circumstances will material be stored therein. The Steward will be furnished with a key. The change house shall be properly heated when necessary and light supplied when necessary.
5. The Contractor will not discriminate against any workman who refuses to work out in the elements of bad weather, except in cases of civic and national emergency or where it is necessary to secure the work.
6. It shall not be a violation of this Addendum and it shall not be cause for disciplinary action in the event an employee refuses to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America, or a Local Union thereof which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

**ARTICLE IV  
UNION SECURITY PROVISION**

1. The Contractors agree that in the employment of workmen to perform the various classifications of labor required in the work under this Addendum, they will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union in good standing by the payment of his/her affiliation fees and dues for the term of his/her employment on or after the eighth (8<sup>th</sup>) calendar day after their employment by a Contractor or Contractors in the area

covered by this Addendum, or eight (8) days after the effective date of this Addendum whichever is the later; provided that, as to any Contractor who becomes a party to or bound by the Contract subsequent to the original date of execution thereof, the effective date thereof, for the purpose of this clause, shall be the date on which said Contractor actually became a party hereto or bound hereby.

2. The hiring of new workmen and the discharging of employees upon the request of the Union, shall be in accordance with the National Labor Management Relations Act of 1947 and subsequent amendments. Non-conformance with the Act shall not be a matter for arbitration.
3. This Article is effective since an election was held May 17, 1948, as provided in Section 9(e)(1) of the National Labor Relations Act, as amended, among the employees covered by this Addendum, and in which the majority required by that election authorized the Union to include such provisions in this Addendum.
4. The Contractor is to be the judge as to the satisfactory performance of work by a workman, and may discharge (subject to the provisions of this Addendum) any workman whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health, safety and protection of the workmen.

**ARTICLE V**  
**CLASSIFICATION OF WORKMEN AND SCOPE OF WAGES**

1. Hourly rate of wages for each classification of labor are as set forth in Schedule of Labor. The hourly rates are based on a 40 hour work week, unless modified by legislative requirements of Government Agencies.
2. The rates of wages set forth in Schedule of Labor will apply to all work and every workman covered by this Addendum.
3. Fringe benefit contributions will be made by the contractor on each hour paid as wages to the employee. All fringe benefits are to be paid on a straight time basis for all hours worked. Fringe benefits and the amounts to be paid are as noted in this Addendum. The conditions of payment of fringe benefits are those described in the standard Keystone Contractors Agreement.
4. In the event a Contractor voluntarily agrees to pay wages higher to one group of employees other than what is required under a bona fide agreement to which the contractor is signatory, then he shall be required to pay the new schedule to all groups.

**ARTICLE VI**  
**WORKING HOURS AND SHIFTS - HOLIDAYS - EMERGENCIES**

1. On all work the normal work day shall consist of a minimum of eight (8) hours and a maximum of ten (10) hours, exclusive of lunch time, during any twenty-four (24) hour period and the normal work week shall consist of forty (40) hours.
2. For all time worked on Sundays and Holidays or days observed as such, the employees shall be reimbursed at the rate of two (2) times the rate set forth in the Schedule of Labor.
3. The following days are recognized as Holidays: Every Sunday of the year, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, First Day of Buck Season, and Christmas Day. If said Holiday falls on Sunday and is celebrated on Monday, then Monday shall be considered a holiday.

No work shall be done on Labor Day except in extreme emergencies.

No employee shall be refused sufficient time off from his work on national, state and Local Union election days, in order that he may exercise his right to vote. This shall in no way act to the prejudice of such employees.

4. When weather does not prevent working, workmen shall be assured a full day's work every day they report to the job or project site unless they have been notified before leaving home there will not be any work for that day. When employees cannot complete their scheduled work shift as a result of a major equipment breakdown (defined as a breakdown which would substantially affect an operation), employees will be paid a minimum of four (4) hours pay. If a breakdown occurs after four (4) hours employees will be paid for actual hours worked. Attempts will be made to transfer employees to other operations if other work is available.

In case of inclement weather, if a workman reports, he/she shall be given no less than one (1) hour employment within his Craft's jurisdiction under reasonable working conditions, and be paid therefore at his regular rate. For purpose of this Section, employees are required to give the Contractor a proper telephone listing where they can be reached.

5. A regular one-half (1/2) hour lunch period shall be established at the midpoint of the scheduled hours of work for such shift for each crew. However, when work requires it, the Contractor may allocate a one-half (1/2) hour lunch period thirty (30) minutes prior to or thirty (30) minutes past the regularly established lunch period. Were the lunch period interferes with productivity

or the operational efficiency of the project, the Company may schedule lunch periods on an individual, operation or crew basis. When employees are required to work through the said ninety (90)

minute period, they shall be paid for the one-half (1/2) hour lunch period at time and one-half (1 ½) the regular hourly rate. In addition, they are to be permitted a short lunch period at the first available opportunity in sequence as work permits, without loss of time.

On projects where the owner restricts the lunch period to specific times, the Contractor will abide by the owner's restrictions without penalty, loss of straight time work hours or payment of additional wages. The Contractor shall schedule a minimum eight (8) hours work at straight time wages in addition to a maximum one (1) hour lunch period without pay. Upon request of the Union, the Contractor will provide a copy of the owners restriction.

#### **ARTICLE VII PAY PERIOD**

1. All wages shall be paid weekly to workmen. The maximum time after the close of a payroll period for wages to be held back shall be one (1) week. The weekly pay period shall terminate on Sunday. All employees shall be paid by check by 4:30 PM or prior to the end of the shift the following Friday on the job or be paid waiting time until paid. The right and option of an employer to pay by check shall be terminated if an employee's check shall be returned for non-sufficient funds.
2. If an employee is permanently laid off, the employee must be paid at the time of layoff or the employee shall be paid straight time for any time the employee is required to wait. Overtime wages may be mailed to the employee without additional penalty payment provided the overtime wages are mailed by the next working day as evidenced by the envelope postmark.

In the event an employee cannot be paid until the following day, the employee shall receive a minimum of two (2) hours pay for the following day. At the employee's option, the employee may either have his/her check including the two (2) hours pay mailed to him/her or he/she may elect to return the following day for his/her check.

3. On each pay envelope or detachable pay stub shall be specified the name of the employer, the hours worked, gross wages and all itemized deductions and employer contributions. If the employee is paid by check, the pay stub shall contain the number which appears on the check or the date. If the employee is paid in cash, his name shall appear on the pay envelope.

**ARTICLE VIII  
SUBLETTING OF WORK**

1. It is agreed by the parties embodied herein, that in the event any Contractor sublets any part of his work which is performed by the Craft for work to be done at the job site of construction, all subcontractors involved shall be governed by the terms of this Addendum. Contractors shall give preference to Subcontractors who are parties to an Agreement with the Union except as provided in Article III, 2(d), Hazardous/Toxic Waste Material Handling, Removal and Disposal.
2. A Subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees under contract, oral or written, with the General contractor or his subcontractor to perform on the job site any part or portion of the work covered by this Addendum, including the operating of equipment, performance of labor and installation of materials.
3. The Contractor agrees to notify the Union as to the name of any Subcontractor prior to the time the Subcontractor commences work on the job or project. The Subcontractor shall be bound by the provisions of Article IX (New in this Addendum).
4. On particular projects, there may be a DBE/MBE/WBE goal. Because of the area in which the project is located and the difficulty of securing enough DBE/MBE/WBE's at a competitive price to meet the goal, DBE/MBE/WBE Subcontractors only will be offered a Project Agreement by the Craft. Those Subcontractors must use union workers; their own employees must sign with the Union or obtain employees from the Union.
  - A. The Company will provide the Union with its reasons for refusing to subcontract to a listed union Contractor.

**ARTICLE IX  
NEW WORK NOTICE**

A Contractor, upon securing work as provided for in the Addendum, shall promptly notify the Union at least seven (7) days prior to time of commencement of any phase of work on that job or project. The Contractor must, upon receiving such notification, notify the Union accordingly, without delay.

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

As per Keystone Contractors Agreement.

**ARTICLE XI  
UNION STEWARDS**

Stewards will be appointed in accordance with the terms of the standard Keystone Contractors Agreement.

**ARTICLE XII  
APPRENTICESHIP**

Apprenticeship programs will be incorporated into this Addendum as per the terms of the standard Keystone Contractors Agreement.

**ARTICLE XIII  
OPERATING ENGINEERS REFERRAL**

Operating Engineers #66 will develop a separate referral list for non-prevailing wage rate projects. It is understood that members may register on both prevailing and non-prevailing wage rate referral lists. The following changes shall apply to the referral list for this Addendum only:

- A. If an employee quits his job on non-prevailing wage rate work he may still be requested to other job opportunities.
- B. There will be no seniority groups on the referral list.
- C. Members who refuse a job referral will be placed on the bottom of non-prevailing wage work list.

**ARTICLE XIV  
WAGES AND CLASSIFICATIONS**

**NON-RATED WORK WAGES**

**NOTE:** The only payroll deductions applicable to this package will be 2% Dues Assessment and \$.17 per hour for the Defense Fund.

<b><u>2002</u></b>	<b><u>WAGES</u></b>	<b><u>TOTAL PACKAGE</u></b>
All Classes	\$16.80	\$24.56
Fringes: Welfare	\$ 4.80	
Pension	\$ 2.80	
Apprenticeship	\$ .12	
Industry Adv.	\$ .04	

<u>2003</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
All Classes	\$17.30	\$25.31
Fringes: Welfare	\$ 4.85	
Pension	\$ 3.00	
Apprenticeship	\$ .12	
Industry Adv.	\$ .04	

<u>2004</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
All Classes	\$17.80	\$26.06
Fringes: Welfare	\$ 4.90	
Pension	\$ 3.20	
Apprenticeship	\$ .12	
Industry Adv.	\$ .04	

**ARTICLE XV  
TENURE OF AGREEMENT**

1. This Addendum shall become effective July 1, 2002.
2. This Addendum shall be effective from July 1, 2002 through June 30, 2005 and shall continue in force thereafter, from year to year unless written notice of the desire to negotiate a new Addendum, in whole or in part, is given by either party hereto to the other at least ninety (90) days prior to June 30, 2005, or prior to the same date of any subsequent year.



The undersigned employer and the International Union of Operating Engineers Local No. 66, 66A, B, C, D, O and R hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

Signed in behalf of:

---

Company

---

Authorized Signature

---

Title

---

Telephone Number

---

Date

Signed in behalf of:

International Union of Operating Engineers, Local #66

---

Business Manager

---

President

---

Secretary

---

Business Representative

---

Date