

AGREEMENT

BETWEEN

**R & L DEVELOPMENT COMPANY
FLY ASH AGREEMENT**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 66, 66A, B, C, D, O & R
AFFILIATED WITH THE AFL-CIO**

**Effective Date:
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AGREEMENT

This Agreement, entered into this 1st day of August 2019, by and between R & L Development Company, hereinafter referred to as the “Employer”, and the International Union of Operating Engineers, Local No. 66, 66A, B, C, D, O and R, hereinafter referred to as the “Union”, representing above Employer’s hourly rated employees in the thirty-three (33) Western Counties of the State of Pennsylvania.

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

ARTICLE I

PURPOSE OF AGREEMENT

The purpose of this Agreement is to determine wage rates, hours of work and other conditions under which the said Employer is to furnish employment to the members represented by the aforementioned Union, so as to promote and improve with such employment, the industrial and economical relationships between the Employer and his employees, thus minimizing the possibility of strikes, lockouts and the like.

ARTICLE II

DEFINITION OF WORK COVERED

Section 1. This Agreement covers all and any work being performed in conjunction with the loading and hauling of fly ash and bottom ash from bins or hoppers, and the removal of sludge waste or similar materials from pits, ponds or basins used by any industry having need of these facilities and will also include the preparation of sites for disposal of the above mentioned materials along with the compacting, seeding, or

other incidentals involved. The operating of emergency coal hauling facilities shall be and remain part of this Agreement.

Section 2. The Employer agrees that workers employed to perform the various classifications of labor required in Section 1 will not be transferred on any work covered by the existing Building Agreement now in effect in the area where work is being performed, however, employees may make service calls to other building projects and will receive a minimum of eight (8) hours pay at the applicable project wage rate plus fringe benefits.

Employees assigned to building projects will be paid at the applicable project wage rate plus fringe benefits for actual hours worked on the project, up to and including four (4) hours. Any employee assigned to work on a building project for more than four (4) hours will receive a minimum of eight (8) hours pay at the applicable project wage rate plus fringe benefits.

Section 3. Excluded from this Agreement are all clerical employees, timekeepers, guards and superintendents, foremen or any other supervisors as defined in the Labor-Management Relations Act of 1947 as amended. All other persons engaged in the type of work described in Section 1 shall be subject to the terms and conditions thereof including Union Security requirements.

ARTICLE III

GENERAL EMPLOYMENT CONDITIONS

Section 1. The Employer agrees that in the assignment of work, no discrimination shall be made for or against any member of the Union by foremen, superintendents or any other parties in their employ.

Section 2. The Union shall place the Steward or representatives on the project who will confer with the contractor on all matters pertaining to this Agreement.

Section 3. The authorized representatives of the Union are permitted to visit plants during working hours.

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

ARTICLE IV

UNION SECURITY PROVISION

Section 1. The employees and the Union, parties to this Agreement, hereby agree that they will not discriminate against any applicant for membership or non-membership in the Union. All men/women must come through the Referral Office, after the execution date of this Agreement, as a condition for continued employment.

Section 2. The Employer shall not discriminate against any employee for non-membership in the Union.

- a. If he/she has reasonable grounds for believing that such membership or application for membership after the eighth (8th) day of employment, was not available to the employee on the same terms and conditions generally applicable to the other members; or
- b. If he/she has reasonable grounds for believing that membership or application for after the eighth (8th) day of employment was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3. The Employer retains the right to discharge any employee, but upon the request of the Union shall show cause for such discharge. If satisfactory cause cannot be shown, the discharged employee shall be reinstated and be paid at his/her normal rate of pay for all time lost.

Dishonesty, drunkenness and the drinking of alcoholic beverages during working hours shall be deemed as just cause for immediate dismissal.

Section 4. The Union agrees to make every effort to see that its members who are in the Employer's employ obey all reasonable rules and regulations laid down by the Employer.

Section 5. A Drug/Alcohol Abuse Program, as described in Article XXVII, shall be in place.

ARTICLE V

HOURS OF WORK

Section 1. The day shift shall consist of eight (8) hours exclusive of lunch time. The employer may schedule all employees for work starting at the hours of 7:00 a.m.,

7:30 a.m. or 8:00 a.m., without incurring any premium pay penalty or overtime pay. However, if it is mutually agreed to by the Business Agent, the Company and the individual affected, the starting time may be changed to 6:00 a.m. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the overtime rate of pay. Mechanics can start one (1) hour early on (Monday included) Dayshift (6:00 a.m.) and will work until normal quitting time.

Example: Normal start 7:00 a.m. to 3:30 p.m. is eight (8) hours straight time pay. Start at 6:00 a.m. to 3:30 p.m. is nine (9) hours, eight (8) hours straight time, and one (1) hour overtime at time and a half (1½.)

All work schedules changing the above starting and quitting times shall be for cause. The Business Manager or authorized representative of the Union shall be notified forty-eight (48) hours prior to the changes in the work schedule and the work schedule shall prevail for a minimum of five (5) days. The Employer must schedule all of his employees for work at the same time on a particular project except as noted above.

Section 2. In the event of an emergency, when mutually determined as such, the hours of the work day may be changed by mutual agreement between the Union Representative and Management; also special arrangements may be made between the two parties to accommodate the working hours with respect to the transportation service and/or traffic conditions.

Section 3. Thirty (30) minutes shall constitute the lunch recess which will be the middle of each shift. Work performed during the lunch period by the Engineer shall be paid for at the overtime rate.

Section 4. Any work performed before or after hours as specified in Section 1 shall be at the overtime rate of one and one-half (1½) times the normal rate.

Section 5. A normal work week shall consist of forty (40) hours worked Monday through Friday. Any work performed on Saturday shall be paid at the rate of one and one-half (1½) times the normal rate and any work performed between 7:00 a.m. Sunday and 7:00 a.m. Monday shall be paid at double time or (2) times the normal rate, except as noted for Mechanics in Section 1. Saturday and Sunday as described above shall not be in effect when a seven (7) day work week clause as described in Section 2 of this Agreement is required.

Section 6. In the event an employee is required to work a seven (7) day work week, it is understood and agreed this work shall be on a seven (7) day work basis, Monday through Sunday. However, men/women shall be assured of five (5) consecutive work days, eight (8) hours per day weekly.

ARTICLE VI

FORTY HOUR GUARANTEE

Section 1. When men/women are required by this Agreement to be employed, they shall be paid forty (40) hours straight time as prescribed in the Schedule of Rates, Appendix A of this Agreement, to include pay for the Holidays (except for Christmas Day which will be paid) as listed under Article VIII of this Agreement.

Section 2. When employees are required by this Agreement to be daily rated as set forth under Job Classifications and Wage rates, Appendix A, they shall receive a full day's pay every day they report except in case of inclement weather when the employees shall receive two (2) hours pay for reporting and not being placed to work, only if they stay on the job for two (2) hours and are ready to work if possible. During that time however, if the employees start to work they shall receive a full day's pay. This section shall in no way affect those employees working on a weekly rate.

Section 3. When an Engineer and/or Crew's assigned machine is terminated, it must remain terminated one (1) work day unless the machine is returned to an established yard either on the job site or the Employer's home shop. If the machine is reactivated within this one (1) day period (except as explained above) on the same job or project, the assigned Engineer and/or Crew shall be reimbursed for all time lost at the prescribed rate of pay. In the event the assigned Engineer and/or Crew have acquired gainful employment, the Engineer and/or Crew from the Referral Office for the manning shall be reimbursed as stated above, unless mutual agreement is reached between the Employer and the Union District Representative to permit the Engineer and/or Crew to work the machine during the one (1) day without penalty.

Section 4. Employees of off-site repair shops in signed relations with the Union may be permitted to do field service work and they shall be limited to just the service call as specified in the work order.

ARTICLE VII

REGULAR SHIFT WORK

Section 1. The Employer may elect to work one (1), two (2) or three (3) shifts on any work covered by this Agreement.

Section 2. The Employer can start second (2nd) shift between 3:30 p.m. and 9:00 p.m.

Section 3. The second (2nd) and third (3rd) shift differential is one dollar (\$1.00) per hour. Each shift is eight (8) hours work/eight (8) hours pay.

ARTICLE VIII

HOLIDAYS

Section 1. The following days are recognized as Holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	First Monday after Thanksgiving
Independence Day	Christmas Day*

*Christmas Day is a paid holiday. If you are required to work on Christmas Day, you will receive your straight time pay in addition to the double time pay for all hours worked.

When employees under this Agreement are required to work on any of the above holidays, he shall be paid double (2) times his normal rate. If said holiday falls on Sunday and is celebrated on Monday, then Monday shall be considered as a holiday.

ARTICLE IX

SPECIAL PAYMENTS

Section 1. Request for paid vacation must be made on a "Vacation Request Form". Any requests for a Vacation of one (1) day must be made at least three (3) days prior to the requested time off. At least three (3) weeks' notice must be given to any requests greater than one (1) day. Once the form is submitted, it must be approved, first by the immediate supervisor and then by senior management, to check for conflicts with other requests.

Section 2. In the event of a death in the immediate family, an employee, who has been in the employ of the Contractor on the job or project for three (3) consecutive months, will not be required to work on the three (3) days during the normal work week

following the death, but will be paid what he/she would have earned on those three (3) days. Immediate family means spouse, mother, father, mother-in-law, father-in-law, children, brothers and sisters.

Section 3. Employees shall be granted one (1) week's paid vacation after one (1) year's continuous service with the company.

One (1) week's paid vacation pay shall consist of the employee's hourly rate times forty (40) hours for wages and benefits (fringes).

Section 4. Each employee, after his/her initial one (1) year's continuous employment, shall be entitled to one (1) week's paid vacation. After the first year of continuous employment, each employee shall accumulate their one (1) week of paid vacation time on a pro-rata basis as follows:

- An employee, after three (3) months of employment, shall receive one and one quarter (1¼) days entitlement; after six (6) months, two and one half (2½) days; after nine (9) months, three and three quarter (3¾) days to be computed and paid upon the laying off or discharging of an employee.

Section 5. Men/women entering Military Service or absent due to illness or injury are to be given credit for the time lost in any single year, provided they work at least two (2) months during the year in which such instance occurs.

Section 6. The vacation schedule shall be prepared by the Employer in conjunction with the Steward and the employees and shall give recognition to the seniority rights of the employee.

Section 7. The Employer will provide uniforms weekly for mechanics.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Company and the Union or its members employed by the Company as to the meaning and application of, or compliance with, the provisions of this Agreement, or should any grievance or dispute arise between the parties hereto, an effort shall be made to settle such differences immediately in the following manner:

- a. Between the aggrieved employee and the foreman involved. Aggrieved employee may request presence of Job Steward.

- b. Between the aggrieved, a representative of the International Union, Local 66, and the foremen involved. Grievances, to be considered in the second step, shall be reduced to writing.
- c. Between the aggrieved, the representatives of the International Union, and executives of the Company.
- d. In case the parties are unable to agree, the dispute shall, on demand in writing of either party, be submitted to the Federal Mediation & Conciliation Service for settlement. Cost of Arbitration shall be borne equally by both parties of Agreement. Decision of arbiter to be final and binding.

ARTICLE XI

NON-DISCRIMINATION

Section 1. The Contractor and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, national origin, or ancestry and hereby declare their acceptance and support of such laws.

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

ARTICLE XII

PAY PERIOD

Section 1. All wages shall be paid weekly to employees. The maximum time after the close of a payroll period wages to be held back shall be one (1) week.

Section 2. If an employee is discharged or permanently laid off, he/she must be paid within one (1) hour of the time of discharge and shall be paid straight time for time he/she is required to wait beyond such one (1) hour. This shall be construed to apply only to normal working hours.

Section 3. If an employee quits of his/her own accord, he/she shall wait until the next regular payday.

ARTICLE XIII

NO WORK STOPPAGE

Section 1. During the life of this Agreement there shall be no lockouts on the part of the Employer nor any strike or suspension of work on the part of the Employees except as provided in Sections 4 and 5 of this Article.

Section 2. The amount of work that a member of the Union may perform shall not be restricted by the Union or by other employees, nor shall the use of machinery, tools, appliances, or methods be restricted or interfered with except that the use of prison made materials shall be prohibited.

Section 3. There shall be no slowdown of production, and Management shall determine the methods, tools and equipment to be used in the performance of work.

Section 4. Violation of payment of rates of pay and overtime work and the violation of Operating Engineers Insurance Fund Local Union No. 66 remittance provisions 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 in which to correct such alleged violations.

Section 5. If an Employer is in clear violation of the contract and his violation is not corrected on notice from the Business Manager, the Business Manager may call a strike against the violating Employer without observing the grievance and arbitration procedure.

ARTICLE XIV

SUBLETTING

Section 1. Be it understood by both parties concerned, namely R & L Development Company and the International Union of Operating Engineers Local 66, that in the event the General Contractor sublets any part of his general contract for work to be done on the job site, it is agreed that all subcontractors involved shall, upon direct contract by the Union, be governed by terms of this Agreement. Further, all subcontractors shall sign this contract before said subcontractor shall start work.

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/her 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.

SPECIAL CONCESSIONS

- a. Power Grader when used for snow removal purposes only shall be a daily rated machine.
- b. The Company's grease unit operator and/or mechanic shall be permitted to visit the project during working hours to service the equipment providing operator and/or crew are present and shall be covered under all the terms and conditions of this Agreement.

ARTICLE XV

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 08-01-19	<u>\$7.72</u>
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

- b. To the Operating Engineers Local 66 Construction Industry & Miscellaneous Pension Fund:

Effective 08-01-19	<u>\$4.64*</u>
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

*\$0.34 to go towards the Pension Rehabilitation Fund

c. To the Operating Engineers Local 66 Annuity Fund:

Effective 08-01-19	\$3.33
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

d. To the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program:

Effective 08-01-19	\$0.15
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

e. Retirees Contribution Account:

Effective 08-01-19	\$0.15
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

f. To the Operating Engineers Local 66 Members Benefit Fund:

Effective 08-01-19	\$0.05
Effective 08-01-20	Tba
Effective 08-01-21	Tba
Effective 08-01-22	Tba
Effective 08-01-23	Tba

The Agreement and Declaration of Trust of the Operating Engineers Local 66 Welfare Fund, Operating Engineers Annuity Fund, the Operating Engineers Joint Apprenticeship Training Fund, the Operating Engineers Retirees Contribution Account

and the Operating Engineers Benefit Fund is incorporated and made a part of this Agreement by reference thereto.

Section 2. The submitting of contributions provided for in this Article shall be governed by the provisions of Article XVII (Submitting Reports & Contributions) and Article XVIII (Fund Audits).

ARTICLE XVI

WORKING DUES & 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, are approved by a secret ballot vote at a special 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 two percent (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. Apprenticeship/PAC Fund: On all projects the employee shall have deducted from their pay six cents (\$0.06) per hour paid as an employee contribution to the Apprentice Fund to help defray the cost of training apprentices.

In the alternative, employees shall have the option of diverting the six cents (\$0.06) per hour set forth in this section into the Union Political Action Fund if the employee voluntarily authorizes such contribution by executing a proper check-off authorization form directing his/her Employer to make contribution to the Union's Political Action Fund.

Section 3. Defense Fund: Upon receipt of a written authorization, the Contractor agrees to deduct from the employees' wages the following sum and submit to the International Union of Operating Engineers Local 66 Defense Fund for hours paid for:

Effective 08-01-19	\$0.15
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Section 4. Social Fund: Upon receipt of a written authorization, the Contractor agrees to deduct from the employees' wages the following sum and submit to the International Union of Operating Engineers Local 66 Social Fund for hours paid for:

Effective 08-01-19 \$0.15

Section 5. Building Fund: Upon receipt of a written authorization, the Contractor agrees to deduct from the employees' wages the following sum and submit to the International Union of Operating Engineers Local 66 Building Fund for hours paid for:

Effective 08-01-19 \$0.10

Section 6. Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local 66 and supplemental service charges on behalf of non-members and reported on forms provided for that purpose in Article XVII.

Section 7. The International Union of Operating Engineers Local 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, demands, 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 paragraph, 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 8. An Employer who fails to report or make payments as provided for herein shall be subject to the same terms and conditions as provided in Articles XVII and XVIII for failure to report or make payments to the Working Dues Fund and Apprenticeship/PAC Fund. These deductions will be made from the pay of each

employee who signs the authorization form authorizing such deduction and remit same to the Local Union in the same manner as outlined in Article XVII.

Section 9. The submitting of reports and the payment and distribution of funds as provided for in this Article shall be governed by the provisions of Article XVII (Submitting Reports and Contributions, etc.) and Article XVIII (Fund Audits).

ARTICLE XVII

SUBMITTING REPORTS & CONTRIBUTIONS, LATE FILING CHARGES AND PENALTIES FOR DELINQUENCY

Section 1. Each Contractor who is a party to the Agreement will submit one (1) 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. This monthly report form shall account for all of the Contractor Contributions provided for in Article XV (Operating Engineers Local 66 Fringe Benefit Contributions) and for the Employee Deduction provided for in Article XVI (Working Dues & Payroll Deductions). The Contractor shall prepare the report, in duplicate, retaining one (1) copy for his files.

Section 2. Each Contractor who is a party to this Agreement will prepare one (1) check or money order each month in the total amount due all funds and the working dues. All checks or money orders shall be made payable to the Operating Engineers Local Union No. 66 Contribution Account and sent to P.O. Box 38662, Pittsburgh, PA 15238.

Section 3. All funds deposited in the Operating Engineers Local Union No. 66 Contribution Account as provided for in Article XV (Operating Engineers Local 66 Fringe Benefit Contributions) shall thereafter be distributed to the various trust funds upon the direction of the Administrator of the Operating Engineers Local Union 66 Combined Funds, Inc.

Section 4. All funds deposited in the Operating Engineers Local Union No. 66 Contribution Account as provided for in Article XVI (Working Dues & Payroll Deductions) shall thereafter be distributed to Local Union 66 upon the direction of the Administrator of the Operating Engineers Local Union No. 66 Combined Funds, Inc.

Section 5. Monthly reports and payments are due by the fifteenth (15th) day of the month following the month reported. Reports and payments received (postmarked) after the due date shall be considered delinquent and the Contractor submitting delinquent reports and payments shall be considered in violation of this Agreement and shall be subject to liquidated damages equal to five percent (5%) of the amount due, but not less than ten dollars (\$10.00) nor more than one hundred dollars (\$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.

Section 6. Should the Contractor become delinquent in his payments 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 or the Trustees of the funds shall determine to be adequate. 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 is to be either cash or corporate security bond in an amount that the Union shall determine to be adequate.

Section 7. Should the Contractor become delinquent in his payment of contributions to the fringe benefit trust funds as provided for in Article XV of this Agreement, the Trustees of the various funds may require such Contractor to post security bond in an amount that the Trustees shall determine to be adequate.

Section 8. Nothing in Sections 6 or 7 of this Article XVII 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 9. 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 10. 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 XVIII

FUND AUDITS

Audits of the Contractor's employee's engineer payroll records represented by this Agreement, including copies of Federal and State Payroll Tax Returns and Social Security reporting form, excluding W-2 Form, may be made by the Administrator of the Operating Engineers Local 66, AFL-CIO Construction Industry Combined Funds, Inc., or the Administrator of any jointly Trusted Fund, or an employee of those offices upon instruction and authority granted by the Trustees of the Funds. 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 XIX

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 assessment are so required, such contributions or deductions shall be deducted from the wage rates specified in this Agreement.

ARTICLE XX

SUCCESSORS CLAUSE

Section 1. This Agreement shall be binding upon the parties hereto, as well as upon their respective officers, agents, or representatives and upon the successors, transferees and assigns of the Employer.

ARTICLE XXI

DECLARATION OF PRINCIPLES

Section 1. There shall be no limitation as to the amount of work an employee shall perform during his/her working day.

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

ARTICLE XXII

APPRENTICES

Section 1. The use of Apprentices shall not be prohibited. Apprentices shall be used in accordance with the Joint Apprenticeship Committee Standards. In order to maintain a sufficient number of skilled mechanics in the industry covered by this Agreement, the necessity for the employment of Apprentices in accord with the Joint Apprenticeship Committee Standards is recognized and the training and employment of as many Apprentices as called for in the Joint Apprenticeship Committee Standards shall be encouraged and undertaken by both Employer and the Union.

The Apprentice or Oiler shall work under the proper supervision of the Engineer or Mechanical Foreman and under the jurisdiction of the Union.

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

Work of the Apprentice Engineer or Oiler shall include the getting up of steam, greasing up, filling of fuel tanks and making the machine or equipment ready for operating at the starting time. If at the discretion of the Employer, an Apprentice Engineer or Oiler is required to make his assigned machine ready to operate before the regular starting time, such Apprentice Engineer or Oiler shall be paid for such work performed at the regular overtime rate applying to that day. Overtime pay shall be computed on a one half ($\frac{1}{2}$) or full hour basis.

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

Apprentice Engineers shall be paid the following rates:

1 st Year	\$2.25 less than prescribed rate
2 nd Year	\$1.75 less than prescribed rate
3 rd Year	\$1.25 less than prescribed rate
4 th Year	\$0.50 less than prescribed rate

ARTICLE XXIII

STEWARD CLAUSE

Section 1. Stewards shall be appointed by the Business Agent and shall be qualified workmen performing work of the craft. There shall be no non-working Steward. The Job Steward shall be given reasonable time to perform the duties assigned to him by the Union.

The Job Steward shall be a working employee, selected by the Union who shall, in addition to his/her regularly assigned work, be permitted to perform, during working hours, such of his Steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the Job Steward a reasonable amount of time for the performance of such duties as are herein set forth.

The Union shall notify the Contractor or his/her representative of the appointment of the Job Steward, and the Contractor or his representative, before laying off or discharging the Steward, for just cause, shall notify the Union of his/her intention to do so one (1) full working day prior to such intended layoff or discharge. All factors being equal, it is recognized by the Contractor that the employee selected as the Job Steward shall remain on the job as long as there is a new job opening in a classification he/she is qualified to perform. The Job Steward shall not be discharged or laid off for the performance of his/her agreed upon duties when performed in accordance with this Article. He/she shall be recalled to the first new job opening in a classification he/she is qualified to perform in the Employer's operation at the same job site for a period of six (6) months following his/her layoff.

Stewards shall be given security and have the right to transfer as Steward from job to job provided they are qualified employees and perform their employee duties to

the satisfaction of the Contractor. There shall be no discrimination against the Union Steward for performing his/her Union duties.

New employees shall, on their first (1st) day of employment, report to the Job Steward prior to starting to work. If the Steward is not immediately available, the new employee shall report to the Job Steward as soon as possible.

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. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
- b. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
- c. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale or less than the overtime rate.
- d. Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by non-union men or by workmen of another craft.
- e. Report to the Business Representative infractions of the Agreement which have not been resolved between himself/herself and the Contractor's designated representative.
- f. Make a complete job check, during the working hours, twice (2) a month. Report to his Business Representative any employee covered by this Agreement who leaves the job-site without giving the Employer and the Job Steward prior notice.
- g. Report any reckless or unsafe employees covered by this Agreement on the job site to the Contractor's designated representative or his/her Business Representative.
- h. The Job Steward shall not stop the Contractor's work for any reason, or tell any workman or any employee covered by this Agreement that he/she cannot work on the job.

- i. The Steward shall act as a safety person at all times for the Operating Engineers.
- j. The Steward, in the event of emergency, shall have the power to make a temporary decision, and the Steward must report the condition and his/her decision to the Business Representative of the Union before 5:00 p.m. of the same day.

ARTICLE XXIV

WORKING CONDITIONS

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

Section 2. When assistance is required for the operation of any of the equipment coming under the jurisdiction of the Operating Engineers it shall be an Engineer, an Oiler, or an Apprentice Engineer.

Section 3. The Employer will make every effort to combat dust conditions and will provide, where feasible, facilities on the job or project to maintain a minimum of exposure to dust.

Section 4. Due to the unusual dust and dirt conditions on jobs covered by this Agreement, every effort will be made by the Employer to make existing facilities available where the employees may clean up before leaving the job or project.

Section 5. The workmen shall be at their place of work at the starting time and shall remain at their place of work until regular quitting time.

Section 6. Any Engineer operating his/her assigned machine within his/her designated work week will be given the option of operating said machine when overtime is involved, providing the Employer has need.

Section 7. Compressor operators shall repair air hoses and air tools when repaired on the job.

Section 8. Engineers shall be required to carry sufficient tools to make minor or running repairs.

Section 9. Operators on pumps and siphons shall be required to move and clean foot valves and screens. All repair and servicing of pumps done at the job site will be the work of an Operating Engineer.

Section 10. The necessary and proper sanitary facilities shall be provided. The Employers will also provide cool water in insulated containers and, if necessary, provide ice to retain the coolness of the water.

Section 11. Any machine under the jurisdiction of the Operating Engineers shall not be operated without an Engineer and/or Crew present, however, should a piece of equipment become disabled and in need of repair, the Engineer and/or Crew may be assigned to another unassigned piece of equipment until the original piece of equipment has been repaired. Under no circumstances will the Engineer and/or Crew be laid off because an unassigned piece of equipment is unavailable unless the disabled machine is not to be repaired or the disabled machine is returned to the shop for repair.

Section 12. The Operating Engineer shall not leave his/her job during working hours without permission except during lunch hour or because of conditions beyond the Operating Engineer's control.

Section 13. All legal holidays as prescribed in this Agreement falling on Sunday shall be observed on the following Monday. Any work performed on that day will be paid at the prescribed overtime rates.

Section 14. When any pump installation is installed and connected, whether temporary or permanent, it shall be manned by an Operating Engineer when used to dewater for said maintenance purposes.

Section 15. When an Engineer and/or Crew is called back to work after completing a shift to move a machine on that job only, they shall receive a minimum of four (4) hours at time and one-half (1½) pay. If the machine is put into production they shall receive eight (8) hours' time and one-half (1½) pay.

Section 16. No employee shall be required to work more than five (5) consecutive hours without a lunch break. When unscheduled overtime work of more than two (2) hours is required, lunch will be provided by the Employer or the employees will be reimbursed in the amount of four dollars (\$4.00).

Section 17. No employee shall be transferred from one Employer to another without the consent of the Employer for whom he/she is working and the Union except under unusual circumstances or in an emergency, nor shall a Contractor transfer an employee from his payroll to that of another without notification to and with the consent of the Union.

Section 18. Any Operating Engineer who fails to show up for work or leaves his/her work without notifying his/her Union or Business Representative, if it is within his/her power to do so, shall be paid only for the time worked.

Section 19. All machines and equipment that are not listed in the Agreement shall be placed in a classification decided by the Joint Committee comprised of the Union and the Contractor.

Section 20. As new equipment is developed and made available for use, a reasonable amount of time shall be allowed the Engineer to familiarize himself/herself with this particular equipment.

Section 21. Hoisting, lowering, or handling of materials and/or equipment coming under the jurisdiction of the Operating Engineers, regardless of the method employed, except when hoisted or lowered by hand power, shall require the employment of an Engineer.

Section 22. All Engineers must receive regular scale wages as negotiated in this Agreement for work performed regardless of time, place or person.

Section 23. The Employer will make every effort to provide proper parking facilities as near the job site as possible.

Section 24. Hours of work, all deductions, contributions for pension, welfare, etc., shall be recorded on pay envelopes or check stubs of Engineers.

Section 25. Telephone calls or telegrams are not to be recognized as a legitimate method of termination of employment.

Section 26. Where cabs, heaters or other suitable personal protection is available from manufacturers of equipment, they shall be supplied to protect the Engineer from excessive dust conditions and during inclement weather, unless job conditions make it impractical.

Section 27. The duly authorized Business Representative of the Union shall have access to all jobs over which the Employer exercises control of entry, and shall be permitted to visit the Operating Engineers on the job as long as he/she does not interfere with their work and he/she shall have the power to replace, at the end of the shift, any member on the job for non-payment of dues or working dues, or for securing employment contrary to the referral provisions as provided in this Agreement.

Section 28. When an Engineer is ordered to report at starting time the day previous and does not appear on time, he/she shall be paid only for the balance of the day.

Section 29. When an Engineer, Oiler, Apprentice or Fireman is ordered to report on a holiday as listed, he shall receive a full day's pay at double time (2) except in case of inclement weather. He/she shall receive eight (8) hours' pay for reporting if he/she remains on the job for two (2) hours and is ready for work. If placed to work, he/she shall receive eight (8) hours pay at the minimum of double (2) time.

Section 30. Pertaining to one pumping operation per shift, it is understood that any Engineer employed by a Contractor on the project shall be permitted to start, operate and stop a pump when used for de-watering for any continuous two (2) hours of that shift. If the pump is used beyond the two (2) hours, an Engineer shall be employed and be paid a minimum of eight (8) hours at the prescribed rate for that shift. The conditions set forth above shall apply equally to the following machines: Compressor (175 CFM or under), Generator (5 KW and over), and Welding Machine (300 Amp and over), providing only one (1) machine listed in this section be operated for the two (2) hour period per shift.

ARTICLE XXV

JURISDICTIONAL DISPUTES

Section 1. The parties hereto agree that in the event of a jurisdictional dispute with any other Union, or Unions, the dispute shall be submitted to the National Joint Board for Settlement of Jurisdictional Disputes for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO. The parties further agree that they will be bound by any decision or award of the Joint Board. There shall be no stoppage of work or slowdown arising out of any such dispute.

ARTICLE XXVI

REFERRAL OF EMPLOYEES

Section 1.

- a. The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent and qualified 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 workers 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 Contractors retains the right to reject any job applicant referred by the Union, and shall also retain the right to determine the competency and qualifications of employees hired by him, but no employee must be rejected or discharged except for just cause.

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

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

Section 5.

GROUP "A"

1. Operator

2. Oiler

All applicants who for the past 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.

GROUP "B"

1. Operator
2. Oiler

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

GROUP "C"

1. Operator
2. Oiler

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

GROUP "D"

1. Operator
2. Oiler

All other applicants for employment.

Section 6. Apprentices shall be assigned by the Apprenticeship Committee. During the first (1st) and second (2nd) year they will be in Group "C", during the third (3rd) and fourth (4th) year they will be in Group "B". All applicants who are indentured in the Apprentice Program shall be qualified under their respective priority group so long as they remain within the Apprentice Program. All Apprentices upon completion of and their graduation from their apprentice training program shall be qualified under Group "A".

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

Section 8. Any person may register as available for employment, according to his/her 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/her category if he/she is willing to give up his/her standing in the category under which he/she was previously listed. In so doing, his/her name will be placed at the bottom of the list of the new category.

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

Section 10. Preferred "A" Status Machines

a. Both the Union and the Contractor recognizes the employees employed under this section are:

1. the ones who have reached the age where his/her 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.

Welding Machines	One Drum Hoist
Elevator	Generator
Tugger	Locomotive
Conveyor	Portable Heaters
Pumps	Ladavator
Compressor	"A" Frame Winch Truck
Light Plants	

It is not the intent of this clause to raise the cost of operations, but rather to recognize 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.

- 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 geographical area defined in this Agreement;
 - 2. provided, however, that person does not meet such requirements but who has a physical handicap preventing his/her 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.

Section 11. 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 12. 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 13. 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", or "D". Any applicant who is rejected by the Contractor shall be restored to his/her place on the list for his/her group and classification. When a registrant is referred for employment and works for eleven (11) work days, such registrant's name shall be removed from the out-of-work list. When his/her employment terminates, he/she shall be registered at the bottom of the appropriate group list on which he/she 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 which he/she is registered.

Section 14. Re-registration as available for referral must be made in person and shall be accepted by the Union at any time during its customary office hours. 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 15. Unemployed registrants must re-register every thirty (30) days in person 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 16. 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 17. The priority of referral set forth above shall be followed except where the Employer requests an employee in Group "A", "B", or "C" who has been employed by the Employer within a period of twelve (12) or more days prior to such request except in the case of recall by his last Employer for the manning of all machines in Classifications I and II, oilers on truck cranes over eight (8) feet in width, and oilers on truck mounted gradalls, providing that the employee is available for employment and has not refused employment (except for just cause) with any other Employer, immediately preceding the request and providing further the request is made at the Dispatch Office servicing the job or project site in writing, stating the registrant's name and type of job called for in which case the Union shall pass over other applicants possessing similar skills and abilities for the job specified. The employee so requested shall have the right to accept or reject such employment. A request will not be honored in the event the request is to fill the vacancy of a challenged discharge of an employee.

Section 18. If an employee is working for another contractor and quits or is fired he shall void any right to be dispatched, if requested, until his name has been on the out-of-work list for a period of seven (7) consecutive days.

Section 19. 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/she reaches the top of the out-of-work list of that Dispatch Office, in accordance with the provisions of Section 15, provided that he/she is willing to guarantee that person work in a classification which he/she is qualified to perform when he/she is referred pursuant to such request.

Section 20. The Union shall require all job applicants who are available for employment and who have not previously registered to submit a true and accurate resume of their experience and qualifications subject to certifying at the Local 66 Training Site.

Section 21. In the event any job applicant is aggrieved with respect to the functioning of this Referral Agreement, he/she 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 22. 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 23. 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 a discriminatory practice on the part of the Union in the operation of the foregoing referral system.

Section 24. 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 25. Definitions

- A. NORMAL CONSTRUCTION LABOR MARKET is defined to mean the following geographical area: Thirty-three (33) counties in Western Pennsylvania in addition to Columbiana, Mahoning and Trumbull Counties in the State of Ohio, 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 Secretary of Labor to be the appropriate prevailing wage 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/her 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/her permanent home.
- C. DISTRICT OFFICES are offices established in centrally located areas within the jurisdiction of the Union to accommodate the men/women and the Contractors and may be moved by the Union from time to time to accommodate the work area.

Section 26. There will be no loss of group standing because of absence due to Military Service, providing he/she has had an Honorable Discharge, or service as a Union Official or employee on a Union related job.

Section 27. Notwithstanding any other provision in this Agreement, it shall be a condition of employment and/or registration for employment that all employees and prospective employees covered by this Agreement, who are not members of the Union, shall be required to pay a service fee or such other amount as may hereafter be agreed upon at the time of registration, and no more frequently than 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 28. In the event a registrant is discharged by the Contractor as being incompetent (with a letter stating this from the Contractor) and he/she does not exercise his/her right under Section 21 of this Referral of Employees, the classification he/she is discharged from shall be stricken from his/her referral record and he/she shall not be dispatched to another machine of the classification until he/she has:

1. Taken training at the Union's Training Site and becomes certified.
2. Has presented to his/her 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 29. A registrant may, by obtaining a letter on his/her previous employer's letterhead, a Contractor in signed Agreement with the Union, update his classification.

ARTICLE XXVII

DRUG/ALCOHOL ABUSE PROGRAM

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Company cooperatively adopt the following Drug/Alcohol Abuse Program:

1. **POLICY STATEMENT:** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all 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 substances: Includes illegal drugs (including controlled substances, look a-like 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, and therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept assistance in dealing with the illness. An Employee Assistance Program will provide guidance and direction for the employee during the recovery period. If an employee volunteers for help, the Company will also take action to assure that his/her 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 and 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 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.
- 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 him/her and

his/her physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate his/her needs by making an appropriate reassignment. However, if a reassignment is not possible, he/she will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

C. **Grievance** – All aspects of this policy and program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

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

1. Pre-employment drug and alcohol test may be administered to all applicants for employment.
2. 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 a right to request his/her on-site representative to be present.
3. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury.
4. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.
5. 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 cost 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/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 and welfare/insurance program.

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

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

ARTICLE XXVIII

TENURE OF AGREEMENT

Section 1. This Agreement shall become effective August 1, **2019** and shall be in effect until July 31, **2024** 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 to the other at least sixty (60) days prior to the expiration date of this Agreement.

Section 2. The parties understand and agree that the wage rates and job classifications existing in this Agreement shall automatically be incorporated and become a part of this Agreement, as of the date those wage rates and job classifications go into effect.

FOR THE COMPANY:

R & L Development Company

Luke Latimer, President

FOR THE UNION:

International Union of Operating
Engineers, Local No. 66

James T. Kunz, Jr., Business Manager

Thomas M. Durkin, President

Thomas C. Melisko, Jr., Secretary

Kevin Pahach, Business Representative

Date Signed

Date Signed

APPENDIX A

Job Classifications and Wage Rates

CLASSIFICATION I

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

	<u>8/1/2019</u>	<u>8/1/2020</u>	<u>8/1/2021</u>	<u>8/1/2022</u>	<u>8/1/2023</u>
	Pr. Hr.	Pr. Hr.	Pr. Hr.	Pr. Hr.	Pr. Hr.
	<u>\$0.80</u>	(\$1.10-tba)	(\$1.15-tba)	(\$1.15-tba)	(\$1.20-tba)
Asphalt Plant Operator	\$27.80	TBA	TBA	TBA	TBA
Athey Loader	\$27.80				
Auger - truck or tractor mounted	\$27.80				
Auto Grader (CMI or similar)	\$27.80				
Backhoe - 110,000 lbs. and under 360 degree swing	\$27.80				
*Backhoe - Over 110,000 lbs. 360 degree swing	\$27.80				
Back-filling Machine	\$27.80				
*Batch Plant when conveyors are used for direct feed	\$27.80				
Batch Plant	\$27.80				
Cablelayer	\$27.80				
Cableway	\$27.80				
*Caisson Drill	\$27.80				
**Central Mix Plant	\$27.80				
Compactor with blade	\$27.80				
Crane - Overhead	\$27.80				
*♦Cranes - Rough Terrain & similar over 50 ton	\$27.80				
♦Cranes - Rough Terrain & similar 50 ton and under	\$27.80				
*Cranes (excluding overhead)(Truck, Crawler or Pedestal type)	\$27.80				
*Cranes (excluding overhead) 100 Ton and over	\$27.80				
*Cranes (Boom or mast 100 ft. or over up to and including 150 ft.)(Truck, Crawler or Pedestal type)	\$28.30				
*Cranes (Boom or mast 150 ft. up to and including 200 ft.)(Truck, Crawler or Pedestal type)	\$27.80				
*Cranes (Boom or mast over 200 ft. up to and including 250 ft.)(Truck, Crawler or Pedestal type)	\$29.30				
*Cranes - Mobile (any type 15 ton or over placed on any building structure)	\$27.80				
*Cranes Tower (Mobile)	\$27.80				
*Cranes Tower (stationary)(climbing type)(use of oiler to be discussed at pre-job)	\$27.80				
*♦Cranes - Hydraulic self-contained Wagon Crane (under 50 ton requires no oiler)	\$27.80				
Crushing and Screening Plant	\$27.80				

*Derrick - Traveler (self-propelled)	\$27.80
Derrick (all types)(when assistance is needed it will be an oiler or apprentice)	\$27.80
*Derrick Boats	\$27.80
*Dragline	\$27.80
*Dredge	\$27.80
*Drill - Davey or similar type	\$27.80
*Drill - Core (truck or skid mounted)	\$27.80
*Drill - Well & Core (truck mounted)	\$27.80
Elevator (new buildings, plants, mills, furnaces, stacks and stoves)	\$27.80
Engineer - Lead or Assistant	\$28.30
Engineer Maintenance (mechanic)(daily rated)	\$27.80
Excavating Equipment (all other)	\$27.80
Forklift - lull or similar	\$27.80
**Franki or similar type pile driver	\$27.80
*Gradall (other than remote control)	\$27.80
Gradall - Remote Control or track mount	\$27.80
*Helicopter (when used for erection purposes)	\$27.80
Helicopter hoist operators (when used for erection purposes)	\$27.80
Hoist (2 drums or more in one unit)	\$27.80
Hoist hod (2 cages up to 10 floors)	\$27.80
Hoist hod (2 cages over 10 floors)	\$27.80
Hoist - single cage with Chicago boom attached	\$27.80
Hoist (50 feet or over)(Stacks, stoves or furnaces)	\$27.80
Hoist (slip form jobs)	\$27.80
Hydraulic boom truck	\$27.80
Jumbo Operator	\$27.80
*Kocal	\$27.80
*Koehring Scooper	\$27.80
*Locomotive	\$27.80
*Metro Chip Harvester or similar type	\$27.80
**Mix Mobile or similar type (with self loading attachment)	\$27.80
*Mix Mobile or similar	\$27.80
Mixer - Paver	\$27.80
Mucking Machine (tunnel)	\$27.80
Multiple Bowl Machines	\$27.80
Paver Operator - asphalt (spreader)	\$27.80
Pile Driver (sonic or similar type)(when assistance is required it will be an oiler/apprentice engineer)	\$27.80
Post Driver - Guard rail (truck mounted or skid type)	\$27.80
Pumpcrete - Mobile or similar type	\$27.80
Pumpcrete or similar type (not self-propelled) (daily rated)	\$27.80

Pumpcrete machine operator (Stationary) (daily rated)	\$27.80
Scoop - single bowl (self powered and tractor drawn)	\$27.80
*Shovels (all types)	\$27.80
Slip form paver (CMI or similar)	\$27.80
Spreader - concrete, asphalt & stone	\$27.80
Tire repairman (when assigned to a job)	\$27.80
Tower Mobile (hoisting or lowering material)	\$27.80
Trencher	\$27.80
*Tug Boat	\$27.80
Welder (repairman)	\$27.80
*Whirley	\$27.80

* Oiler/Apprentice Engineer Required

** Requires two major operators but no oiler

♦ For rough terrain crane, hydraulic boom truck and wagon crane, boom and mast over 101 feet will be paid on the basis of an additional \$0.50 per additional 50 feet inclusive of jib - if used. Crane operators must have CCO Crane certification

When the tip of the Boom or Jib of any Crane exceeds 250 feet above ground level, the operator shall receive an additional \$0.50 per hour for each additional 50 ft. increment

Backhoe	\$27.80
Backhoe - Case or similar type with 180 degree swing	\$27.80
Ballast Regulator	\$27.80
Boat - material or personnel carrying (powered)	\$27.80
Boat - job work (inboard or outboard)	\$27.80
Boiler	\$27.80
Boring Machine	\$27.80
Bulldozer	\$27.80
Concrete Belt Placer	\$27.80
Conveyor - 1 to 4 units (regardless of power used)	\$27.80
Conveyor - more than 4 units (when set up, moved or operated)	\$27.80
Crane (carry)	\$27.80
Crushing & Screening Plants	\$27.80
Curb Builder (self propelled)	\$27.80
Forklifts (ridden or self propelled)	\$27.80
Form Line Machine	\$27.80
Grader - Elevating	\$27.80
Grader	\$27.80
Greaser - Equipment (head)	\$27.80
Grout Pump	\$27.80
Heaters - up to and including 6	\$27.80
Hi-Lift (skid steer or similar)	\$27.80
Hoist (monorail)(regardless of power used)	\$27.80

Hoist - one drum (4 floors or over)	\$27.80
Hoist - hod (buildings 4 floors or more)	\$27.80
Hoist - roof (regardless of power used)	\$27.80
Huck Machine or similar type	\$27.80
Jack Motor Hydraulic (single or multiple type) (power driven)	\$27.80
Ladavator	\$27.80
Lift Slab Machine (hydraulic)	\$27.80
Mixer - mortar (over 10 cu. ft.)	\$27.80
Mulching Machine	\$27.80
Pavement Breaker (self-propelled or ridden)	\$27.80
Pin Puller (powered)	\$27.80
Pipe Cleaning Machine	\$27.80
Pipe Dream	\$27.80
Pulverizer	\$27.80
Ross Carrier (or similar type)	\$27.80
Saw (concrete)	\$27.80
Scrapers (pans)(includes challenger)	\$27.80
Seeding Machine	\$27.80
Soil Stabilizer (pump type)	\$27.80
Spray Cure Machine (power driven)	\$27.80
Spreader - side delivery shoulder (attachment)	\$27.80
Steam Jenny (or similar type)	\$27.80
Stone Crusher	\$27.80
Stone Spreader (self-propelled)	\$27.80
Skid Steer Hi-lift	\$27.80
Syphon (steam or air)	\$27.80
Tie Tamper (multiple heads)	\$27.80
Tractors - boom mounted (all types)	\$27.80
Tractors (all types with hydraulic backhoe attached)	\$27.80
Tractor (farm when used for landscaping)	\$27.80
Tractors (when used for snaking and hauling)	\$27.80
Truck (winch)(when hoisting and placing)	\$27.80
Tube finisher (CMI or similar type)	\$27.80
Tugger	\$27.80
Vermeer Saw	\$27.80
Water Blaster	\$27.80
Brakeman	\$27.80
Compressor - single or with any 1 of the following: Air Tugger, Air Pump, Gunite Machine, Sand Blasting Machine	\$27.80
Crane Truck Oiler & Fireman	\$27.80
Deck Hand	\$27.80
Elevator (Alterations & Remodeling all commercial buildings)	\$27.80
Generator (over 5 KW)	\$27.80

Helicopter Signalman (if needed and not in conflict with other trades)	\$27.80
Mechanic Helper	\$27.80
Pump (regardless of power used)	\$27.80
Roller	\$27.80
Welding Machine	\$27.80
Well Point Systems	\$27.80
Broom - power (except push type)	\$27.80
Chainman	\$27.80
Conveyor	\$27.80
Oiler	\$27.80
Oiler - Truck Crane 50 ton up to but not including 100 ton	\$27.80
Oiler - Truck Crane 100 ton & Over	\$27.80
Party Chief	\$27.80
Instrument Man	\$27.80
Refrigeration Plant	\$27.80
Rodman	\$27.80
Single Welding Machine	\$27.80

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

	<u>8/1/2019</u>	<u>8/1/2020</u>	<u>8/1/2021</u>	<u>8/1/2022</u>	<u>8/1/2023</u>
Welfare	\$7.72	Tba	Tba	Tba	Tba
Pension	\$4.30	Tba	Tba	Tba	Tba
Pension Rehabilitation	\$0.34	Tba	Tba	Tba	Tba
Apprenticeship	\$0.15	Tba	Tba	Tba	Tba
Industry Advancement	\$0.00	Tba	Tba	Tba	Tba
Retirees Contribution Account	\$0.15	Tba	Tba	Tba	Tba
Members Benefit Fund	\$0.05	Tba	Tba	Tba	Tba
Annuity Fund	\$3.13	Tba	Tba	Tba	Tba

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

In Addition, the Contractor shall deduct from the above rates:

Working Dues - 2% of Gross Wages					
Miscellaneous Employee Payroll Deduction					
Account per hour paid for	\$0.62	\$0.62	\$0.62	\$0.62	\$0.62

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	\$0.50 less than prescribed rate