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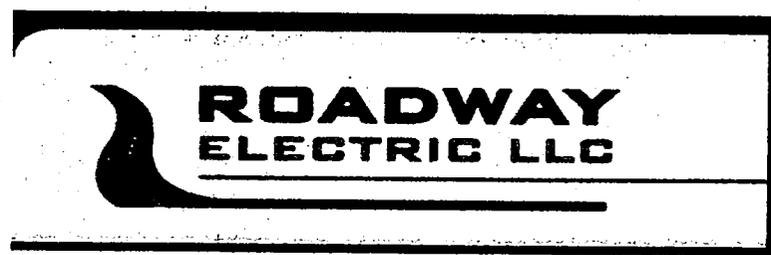
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**ARTICLES OF AGREEMENT
BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO 428**



AND

ROADWAY ELECTRIC, LLC



AUGUST 1, 2019 THROUGH JULY 31, 2022

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PREFACE

THIS AGREEMENT is effective the 1st day of August, 2019 by and between Roadway Electric LLC signatory hereto, hereinafter referred to as "Employer" and the International Union of Operating Engineers. Local428, signatory hereto, hereinafter referred to as the "Union."

PURPOSE

This Agreement is entered into by and between the parties hereto in a mutual effort to determine the hours, wages, fringes and other conditions of employment and to adopt measures for the settlement of differences and monitoring a cooperative relationship so that the employer may have sufficient capable workmen and the workmen may have as much continuous employment as possible, without interruption by strikes. Lockouts or other labor management trouble. The Employer and the Union agree that this agreement is intended to be an agreement described in 29 USC §159(a).

It is recognized that Roadway Electric LLC is engaged in specialty work related to all electric and communication work including the installation and maintenance of street lights and street signs. If Roadway Electric LLC performs any other work within the Union's recognized jurisdiction, such work will be performed under the terms and conditions of the Agreement between the Union and the Associated General Contractors. Inc. ("The Industry Agreement").

A pre-job conference shall be held at the request of the Union or Employer at a mutually agreed time prior to the start of any job or project.

Employees covered by the terms and conditions of this Agreement shall not include executives, superintendents, master mechanics, all supervisory employees, technical employees, engineering employees and their helpers, clerical employees, timekeepers, messengers, office workers, guards and supervisors.

GENERAL EMPLOYMENT CONDITIONS

Workmen are to be paid the wages applicable to the work performed and in return the Employer is to receive a fair and honest day's work without any slowing down or stoppage of work.

The Employer is to be the sole judge as to the satisfactory performance of a workman. Safety precautions or other reasonable rules and regulations prescribed by the Employer for the health, safety and protection of his work workmen shall be posted and employees shall abide by such rules and regulations.

The Employer shall have sole jurisdiction of the management and operation of its business, the direction of its work force, the right to maintain efficiency on its jobs by the use of any machinery, tools or labor-saving devices and the right of Employer to determine the number of employees required for each job and to hire and discharge employees subject to the provisions of

this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of Employer not enumerated which do not conflict with other provisions of this Agreement.

COMPETITIVE FLEXIBILITY

In no event shall the Contractor be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other contractor engaged in the type of work covered under this Agreement: specialty work related to all electrical and communication work including the installation and maintenance of street lights and street signs. For the purpose of this section, the phrase "work covered under this agreement" includes public (federal, state, county, municipal or any governmental or quasi-governmental entity) and private street or highway work, or residential or commercial work involving installation or maintenance of street or highway lights and street or highway signs and related work. If there is a provision in this agreement relating to such work, it shall be deemed to be work covered in this agreement. No project or any other agreement to perform work covered under this agreement will be given to any other Contractor unless the Union provides written or electronic notice to the Contractor as soon as practicable after the Union agrees to such an agreement. In the event that the Union agrees to more favorable conditions described herein, the contractor may invoke this provision with respect to the specific type of work performed by the Contractor for the duration of the project on which the Contractor has been given more favorable conditions and in the County in which the Contractor has performed the work. Subject only to the exception listed below, in the event the Union agrees to more favorable conditions involving work of the type covered under this agreement, the Contractor may invoke this provision, and the Union will have the right to challenge the invocation under the grievance/arbitration procedure. This provision shall apply to the wage rates and working conditions under the agreement between the Union and Contractors West or any successor agreement there to, but shall not apply to the fringe benefit provisions of that agreement.

REPRESENTATION

The Unions may select one of its members who shall be recognized as job steward. The Job Steward shall perform his duties the same as any other worker, and shall not be discharged for union activities.

The Business Representative of the unions shall have access to any job at any time.

SAFETY AND WORKING RULES

The time of the men shall start at the job site and shall end at quitting time on the job site; However, the lunch period shall be excluded.

The pay day shall be once a week. Employees are to be paid at the end of their regular shift, whether working in the Employer's yard or in the field. When employees are laid off, or discharged, they must be paid wages due them at the time of lay off or discharge.

Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with the above or any other of the terms of this Agreement, or with existing laws.

The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost of the employee.

There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall not be restrictions imposed against the use of any type of machinery tools or labor-saving devices.

At the discretion of Employer. Employees may be changed from one classification to another.

UNIFORMS

Except boots, if required by the company, uniforms will be provided free of charge to employee.

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

At the beginning of a job or project, starting times for that project (or specific unit of the project) shall be established by the contractor.

If for some reason those starting times are to be changed, employees affected must be given notice of change of work shift before the end of their work shift preceding this change.

SPECIAL SHIFT: All work performed on Sunday shall be paid at one and one-half (1 1/2) time rate except that straight time may be paid in those situations where because of special circumstances such as traffic conditions, job specifications or other contractual requirements require Sunday work.

The workweek shall begin on Monday and shall end on Friday: all hours worked by an employee in excess of forty (40) straight time hours per week and all hours worked on Sunday shall be at the rate of one and one-half times the straight time rate except for Special Shifts.

Work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, President's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be paid at double (2) times the straight time rate.

If one of the holidays named in the paragraph above falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular rate (one and one-half) for that day unless it is a Special Shift. Work performed on Monday will be paid for at double (2) times the straight time rate. If no work is performed on Monday, no pay shall be required.

If the employee's supervisor requires an employee to work through the meal period, the employee will be compensated ½ hour unworked at the applicable rate of pay.

REPORTING TIME PAY

After a person has been hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has subsequently been ordered not to report for work on that particular day, or if inclement weather makes work impossible. If the person has been working regularly, and the Employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hours reporting time pay at the applicable rate for that day.

Employees shall furnish the Employer with current telephone or other contact information at the start of each job, and advise the Employer of any subsequent change or changes of such contact information during the course of the job. If the employee does not provide a current phone or contact number and proceeds to report when no work is provided, then the two (2) hrs. paid shall not be provided.

Except as provided above, any person who reports for work, and for whom any work is provided, shall receive not less than two (2) hours pay, and shall be paid for actual time worked beyond two (2) hours.

It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work, or work stoppage conditions brought about by a third party or parties prevents, or makes work ill advised, in the opinion of the Employer, the performance of any work, or the continuance of any work once started. no pay for time not actually worked shall be required under any of the above enumerated conditions.

Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men.

Signing of Forms.

Employees may be required to sign a form which contains the IRS Form W-4 (Employee's Withholding Exemption Certificate), Arizona Industrial Commission Form U-11 (Notice to Employees), Arizona Industrial Commission "Self-Rater and Self Insurer Notice," and the Arizona Employment Security Commission Form ESC 3 (Notice to Employees) and Immigration Form I-9. No employee will be required, as a condition of employment, to sign any other papers or to reveal his past medical history or to submit to a physical examination, unless required to do so by law or government regulations. It is understood the Employer has a substance abuse testing program which will be administered and enforced by the Employer. Contingent with employment, the employer will pay two (2) hours pay at the applicable rate upon passing the urinalysis test.

PAYROLL RECORDS

The Employer agrees that each employee shall be given, with each check, a detachable or separate statement showing the employee's name or identification number, straight time hours worked, overtime hours worked, payroll period covered, gross amount earned, social security tax, withholding tax and other deductions itemized, and will include health/welfare, pension and apprenticeship contributions made. Employers found to have maintained incorrect payroll records for the purpose of avoiding proper wage payments, shall be considered in gross violation of the Agreement.

WORK STOPPAGES

There shall be during the term of this Agreement and as to any work covered hereby, no slow-down, no stoppage of work, no strike, no sympathy strike and no lock-out over jurisdictional or other disputes, or over the terms and conditions of this Agreement, it being the good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and maintained that the parties shall cooperate to the end that work may be done efficiently and without interruption. In case of any violation of this Agreement, the employer and the Unions shall be notified immediately.

It shall not be any violation of this Agreement for a strike or work stoppage over non-payment of wages and/or fringe benefits. In the case of fringe benefits, a 72 hour proper written notification from the Unions will be required

WAGE RATES AND CLASSIFICATIONS

In order to have uniform wage rates and fringe benefits contributions, it is agreed that the wage rates set forth in the attached appendix showing the rates applicable, shall be recognized as the minimum rates and contributions to be paid under this Agreement. The Employer may pay rates in excess of these wage rates in its sole discretion.

PREVAILING RATES

Prevailing rates are those wage and fringe benefit rates ("rates") listed in the Federal Davis-Bacon Specifications. If the Davis-Bacon rates are lower than the rates in this Agreement, then the Davis-Bacon rates of pay at the time a job or project is bid shall be the rates paid on that job or project until its completion, unless federal law requires otherwise, in which case the Contractors signatory to this agreement shall comply with the requirements of Federal law.

PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A grievance shall be defined as any dispute or disagreement over the application and interpretation of this Agreement. Any employee having a grievance with the Employer shall call the matter to the attention of the Employer within ten (10) days after the alleged grievance, or there shall be no action taken.

The employee, and if requested, his union steward or representative, shall attempt to resolve the grievance with the Employer's designated representative on the job. If the matter cannot be resolved at the first level, the employee and/or the Union may appeal the matter to the second step.

Within ten (10) days of the appeal, the Union Business Manager, or his designee, will meet with the Employer, or his designee, and attempt to resolve the grievance. If the grievance cannot be resolved at this step, the parties within ten (10) calendar days shall engage in non-binding mediation. The mediator will be one of the commissioners from the Arizona office of the Federal Mediation and Conciliation Service. If the grievance cannot be resolved at this step, it may be reduced to writing and appealed to arbitration.

Once the case has been appealed to arbitration, the parties will attempt to mutually agree upon an arbitrator. If an agreement cannot be reached within ten (10) days, the Federal Mediation and Conciliation Service shall be asked to provide the names of five (5) persons qualified to act as arbitrators. Each side will strike two (2) names, after a flip of the coin to determine who strikes first, and the remaining name shall be selected as arbitrator.

Both sides agree to expedite the hearing of the grievance, to bear equally the costs of such hearing (except that each side shall bear the costs of their own expenses, including attorney's fees if any), and to abide by the decision of the arbitrator, which shall be final and binding.

DISPATCHING OF OPERATING ENGINEERS WORKMEN

HIRING HALL PROVISIONS: In order to provide the Employer with a means of securing an efficient and competent working force and in order to minimize the evils of casual employment by securing a fair distribution of work among the workers represented by the Union, the Employer and the Union agree as follows:

The individual Employer shall requisition all workmen who are to be employed in the bargaining unit from the Union from the local hiring hall of the Union nearest the job or project on which the workman (or workmen) is to be employed.

The Employer shall give the Union twenty-four (24) hours' notice (excluding Sundays and Holidays) of its need for workmen, and within such twenty-four (24) hour period shall not hire persons not referred by the Union. The Union shall dispatch such workmen as soon as possible. If however, the Union fails to refer workmen within such twenty-four (24) hour period after having been notified to do so, the Employer shall have the right to hire persons not referred by the Union. However, in such event, the individual Employer will notify the Union immediately when such workmen are hired, and shall make arrangements for proper referral.

In notifying the Union of its need for workmen, the Employer shall specify to the Union: (a) the number of workmen required, (b) The location of the project, (c) the nature and type of construction involved, (d) the specific classification of work to be performed, and (e) such other

information as may be necessary to enable the Union to make proper referral of applicants.

It is understood and agreed that all dispatching of workmen and the operation of any hiring halls by the Union shall be subject to, and shall be governed by the following conditions:

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by. Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements, or upon race, color, creed, national origin, age or sex.

The Employer retains the right to reject any job applicant referred by the Union.

The parties to this Agreement shall post in places where notices to employees and applications for employment are customarily posted, all provisions relating to the function of the hiring arrangement.

DISPATCHING PROCEDURES: The following procedures shall be forthwith placed in effect at all Union dispatching offices, pursuant to the provisions of this Agreement.

The Employer has agreed that it will first call the Union dispatching office for all men. If Union agents are asked to supply men, they shall promptly relay such request to the appropriate Union dispatch office for servicing the request.

A written referral will be given to each workman dispatched to a job. This is not a Union "clearance," but rather, written evidence in workman's possession that he has been dispatched in accordance with this Agreement.

Each Union dispatching office shall maintain appropriate registration lists of cards, kept current from day to day, and referrals will be made in the following order of preference.

GROUP "A"- Workmen who are properly qualified as follows:

Whose names are properly and currently registered with the Union dispatching office [Currently shall mean registration or renewal thereof at least once every thirty (30) days.]

Who have completed at least 1,000 hours of work, within the state of Arizona, for any one of the individual Employers signatory to this Agreement, in classifications of work specified in this Agreement, within the two (2) year period next preceding the date of the applicant's registration.

Who have resided in the state of Arizona for at least a one year period next preceding the date of the applicant's registration.

Employer may requisition a workman specifically by name from Group "A" provided said workman is qualified as set out above, and available for such employment. It is mutually agreed, however, that the Employer requisitioning such workmen specifically by name from

Group "A" do so ONLY because of their knowledge of said individual workman's skill, qualifications and ability to perform the work involved by reasons of (a) said employee having worked for the Employer before, or (b) the Employer having been advised of the workman's skill, qualifications and ability by another Employer for whom he has worked or by the superintendent, master mechanic or foreman currently employed by said Employer, under whose supervision said employee has performed the work involved.

GROUP "B" - When Group "A" is exhausted, workmen who are qualified as follows:

Whose names are properly and currently registered. [Currently shall mean registration or renewal thereof at least once every (30) days.]

Who have previously been dispatched under terms of this Agreement to any one of the individual Employers signatory to this Agreement in classifications of work specified in this Agreement, within the three (3) year period next preceding the date of the applicant's registration but who do not qualify for Group "A".

Who have resided in the state of Arizona for a period of at least six (6) months immediately preceding the date of the applicant's registration.

GROUP "C" - When Group "B" is exhausted, all other workmen who are properly qualified (as hereinafter provided) whose names are properly registered and who are available for employment.

The Union reserves the right to refer men from the "C" list, if not called by name, on the basis of most experienced for the position to be filled. If disputes arise as to an application of this paragraph such disputes will be handled according to the provisions.

When Employer has four (4) workmen currently employed on any specific job or project, who have been dispatched from Group "A" or "B" (or "C" if not called by name) he may then requisition by name one (1) workman from Group "C". After said individual Employer has fourteen (14) workmen currently employed on any specific job or project, who have been dispatched from Group "A" or "B" (or "C" if not called by name) he may then requisition by name one (1) additional workman from Group "C" one (1) additional workman for each additional ten (10) men who are currently employed by him. and who have been dispatched from Group "A," "B" (or "C" if not called by name) provided however, that the total number of workmen requisitioned from Group "C" by name shall at no time exceed five (5) for any one (1) established shift on any specific job or project: and provided further that this ratio, up to a maximum number of five (5) workmen from Group "C" shall not be exceeded throughout the specific job or project regardless of whether the Employer is increasing or decreasing his work force.

Example:

No. of group "A" or "B" men (or "C" if Not called by name) on a specific job or Project

1 to 3
From 4 to 13
From 14 to 23
From 24 to 33
From 34 to 43
After 44

No. of Group "C" men an Employer may call by name on a specific job or project

None (0)
One for a max. of one (1)
Two for a max. of three (3)
Three for a max. of four (4)
Four for a max. of four (4)
Five for a max. of five (5)

Within forty-eight (48) hours after requesting a workman from Group "C" by name, the Employer shall cause to be delivered to the appropriate Union office a letter (or form letter agreed to between the parties) setting forth the specific reasons for such request as specified. Gross violation of this provision shall result in the Employer being denied the right to call any individual specifically by name for a six (6) month period.

Notwithstanding the above-stated order of preference in referrals, and notwithstanding any other provision in this Agreement, a dispatching office may give first priority preference to any classes protected by the Civil Rights Act, who are properly registered, where reasonably necessary to comply with "alternative action plans" which are conditions of federally or state assisted construction or which are established from time to time by the Union and Employer, in concert with each other, as part of a community action or industry plan.

All officers and business representatives of the Union, who have had experience in any one or more of the occupational classifications of work contained in this Agreement, and all foremen and superintendents employed by Employer in the area covered by this Agreement, shall be deemed to be employed at the trade, and it is the intent of this section to provide that upon return to the employment of Employer as an employee at the trade, he does so with the same preference as if he had continually worked for individual Employers.

The period of years in Group "A" and Group "B" above will be extended for any period of incapacity due to sickness or injury, or for military service, and to workmen employed by individual Employers (currently signatory to this Agreement), on work outside the state of Arizona, provided workmen so affected become properly registered with the Union dispatching office within thirty (30) days after recovery from such said disability, discharge or return to Arizona from such work outside the state.

It is further agreed that the Employer, or his agent, shall not contact the individual workmen, nor shall the individual workman contact the Employer or his agent for the purpose of

discussing potential employment under terms less favorable than those set forth in this Agreement.

Should an individual Employer or his agent and/or an individual workman, be found guilty of attempting to arrange for working conditions less favorable to the workman or more favorable to the employer than those set forth in this Agreement, the Employer shall be denied, for a six-month period, the right to call an individual workman specifically by name, and/or the individual workman shall be denied the right of registration in Group "A" for a period of six months.

HIRING HALL'S INSPECTION: There shall be the right of inspection of the dispatching operations by authorized representatives of Employer, such right to be subject to reasonable restrictions such as written notice to authorities in charge, reasonable hours and no harassment.

REGISTRATION: No workman shall be refused registration or dispatchment because of his Union or non-union status, if he is otherwise entitled to dispatchment.

QUALIFICATIONS OF WORKMEN: It is the responsibility of the dispatcher to determine, in the first place, the proper Group in which to place the registrant. This normally will be based upon information or papers which the man supplies. If any doubt exists as to the registrant's proper placement, the dispatcher may call prior employers or make other prompt investigations to get the facts needed. Similarly, the dispatcher should make an appropriate notation, where necessary, of the qualifications of the applicant, or his related experience, to assist in sending men meeting the Employer's stated requirements. Any dispute which may arise relative to which list a registrant should be placed upon, or as to competency, shall be settled as follows:

The registrant shall file with the dispatching office a written request for a review of the disputed matter, within ten (10) days after the dispute arises. He shall also, at that time, deposit with the dispatching office cash bond in the sum of thirty dollars (\$30.00) which sum shall be used solely toward paying his share in the referee's fees.

The dispatching office will immediately refer the request to the impartial referee who shall review the dispute within ten (10) days after the written request has been filed. Time and place of an informal hearing will be fixed by the referee and notice thereof will be given to the registrant by the Union, as soon as practicable.

The referee will examine all material evidence submitted by the registrant and the Union, and will conclusively decide which Group the registrant should be placed in and as to what classifications the registrant has. The Union will then register and classify the registrant accordingly. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or condition of the collective bargaining agreement or these dispatching procedures.

The referee's fees will be borne equally by the Union and the registrant except that the registrant shall in no circumstances be required to pay a sum in excess of

thirty dollars (\$30.00). The registrant's share shall be taken out of the thirty dollars (\$30.00) bond on file with the dispatching office, and any excess shall be returned to the registrant as soon as possible.

DISPATCHING RULES: Dispatching Rules shall be posted in the Union Hall in a place conspicuous to registrants.

POSITION ON LIST: If registrants inquire, they shall be informed of their position on the out-of-work list.

AVAILABLE FOR WORK: "Available for Work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able and willing to go to the jobsite and perform the work he which he is being dispatched. The practice of each dispatching office shall be uniform as to all registrants with respect to physical presence in the office at given hours, or telephoning in being available at a telephone, etc. and registrants shall be informed of the practice.

NOTATIONS: Appropriate notations shall be made opposite the registrant's name when his name is reached for dispatchment, showing the job and classification to which he is dispatched, his lack of availability, or other reason that he has been passed over. If inquiry is made by the registrant, he shall be given exactly the same information as to reasons. etc., as appears on the notation. In such cases, or any other cases which may lead to a dispute, the dispatcher should immediately make notes on the facts upon which he or she based his or her decision to dispatch or not to dispatch the man.

HIRING HALL MODIFICATIONS: In the event federal legislation, any federal court of appeals decision or a decision of the NLRB determined or establishes that any portion of this Article is illegal, such portion shall be immediately reopened for the purpose of negotiations, upon notice, in writing, from either party to the other.

In the event the parties cannot reach an agreement within thirty (30) days from the date of said reopening, then the parties shall mutually delegate authority to the dean of the law college at the University of Arizona, or his nominee. to revise and modify, after opportunity is afforded to each party to make argument and present pertinent evidence, said portion of article in such a manner that it will:

Conform with the then existing law or decision, and

Conform as nearly as is legally possible to the present language, meaning and intent of this section as the same has been initially negotiated in this Agreement.

All expenses incurred in the administration of this section shall be borne equally by the parties hereto, except that the individual legal fees shall be borne by the respective parties incurring such fees.

Should any portion of this section be declared illegal (as outlined above) then, upon exhaustion of the thirty (30) day negotiation period, the Union agrees to accept from that date forward all responsibility and to save the Employer harmless for any back pay liability incurred

by any of the employers signatory hereto as a result of the operation of the hiring hall until revision has been made in the manner above provided.

If after such a revision, the original language of this section is again indicated to be legal, then this section shall immediately and automatically revert to such original language upon written notice by the Union.

HEALTH AND WELFARE

AMOUNTS: For the term of this agreement, and monthly in accordance with the provisions of the trust agreement, the Employer bound to the collective bargaining agreement shall pay the sum indicated for each hour worked by employees covered under the provisions of this Agreement to the trustees of the Operating Engineers Local No. 428 Health and Welfare Trust Fund:

August 1, 2019 \$5.90

August 1, 2020 \$6.20

August 1, 2021 \$6.50

If additional monetary increases are deemed necessary, they will be designated by the Union as to dates and amounts, and will be taken from negotiated settlements. The Union can revise the economic package so long as the combined total of wages, health and welfare, pension, vacation savings and apprenticeship does not exceed the economic package figure. It is agreed that the Union will give the Company sixty (60) days advance notice, in writing, of proposed changes to the contribution rate.

EMPLOYER'S OBLIGATIONS: The said payments by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be a subject matter of the grievance procedures contained herein, and shall not be deemed to be a dispute concerning wages, hours and working conditions.

DECLARATION OF TRUST: The parties shall cause the said trustees to execute any and all document necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 29th day of September, 1959, as amended thereafter, creating the said Operating Engineers Local No. 428 Health and Welfare Trust Fund, for the duration and term of this collective bargaining Agreement. A copy of the Agreement and Declaration of Trust dated the 29th day of September, 1959, as amended is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust plan itself.

The Employer signatory here to the appointment, as his representatives, the trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local 428 Health and Welfare Trust Fund as Employer representatives and further agree that they shall be bound by all the terms and conditions of said Agreement and Declaration of Trust dated September 29, 1959, and as amended thereafter, and to all amendments thereto during the term hereof.

PENSION

AMOUNTS: For the terms of this agreement and monthly in accordance with the provisions of the Trust Agreement, the Employers shall pay the sum indicated below for each hour worked by employees covered under the provisions of this Agreement to the Trustees of the Operating Engineers Local No. 428 Pension Trust Fund:

August 1, 2019 \$3.53

August 1, 2020 \$3.65

August 1, 2021 \$3.75

If additional monetary increases are deemed necessary, they will be designated by the Union as to rates and amounts, and will be taken from the negotiated settlement. The Union can revise the economic package so long as the combined total of wages, health and welfare, pension, vacation saving and apprenticeship does not exceed the economic package figure. It is agreed that the Union will give the Company sixty (60) days advance notice, in writing, of proposed changes to the contribution rate.

EMPLOYER'S OBLIGATIONS: The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained herein, and shall not be deemed to be a dispute concerning wages, hours or working conditions.

DECLARATION OF TRUST: The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25th day of January, 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself.

The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963 and as amended thereafter, and to all amendments thereto during the term hereof.

APPRENTICESHIP AND TRAINING

PROGRAMS: The individual Employer and the Union recognize the need for apprentices and journeyman training and retaining, and to this end apprentices employed shall be in conformity with the provisions of the Arizona Apprenticeship Council standards.

STATE BOARD OF DIRECTORS: In order that there may be a continuing activity in promotion of the Operating Engineers Apprenticeship and Training System, a Board of Directors for this system in the building, heavy-highway and engineering construction and related industries has been established. The principal function of this Board of Directors is to administer the Apprenticeship System and Standards which have been adopted by the Associated General Contractors, Arizona Chapter, and Local Union No. 428, International Union of Operating Engineers for the state of Arizona, identified as Operating Engineers Joint Apprenticeship and Training System.

The State Board of Directors shall be composed of eight (8) members, four (4) of whom shall be appointed by the Associated General contractors, Arizona Chapter, and shall represent the individual Employers, and four (4) of whom shall be appointed by Local Union No. 428, International Union of Operating Engineers, and shall represent the Union, who shall serve staggered terms as specified in Section II of the Standards of the Operating Engineers Joint Apprenticeship and Training System.

AMOUNTS: There has been established a fund known as Arizona Operating Engineers Joint Apprenticeship and Training Fund, the purpose of which shall be to pay for the administration of the system. For the terms of this agreement, the Employer shall make a contribution in the amount indicated below for each hour worked by each employee covered by the terms of this Agreement and employed by said Employer, to the Joint Apprenticeship and Training Fund, which will be received and administered by the State Board of Directors. This contribution shall be made on or before the fifteenth (15th) day of each month for the preceding month and continued for each month thereafter, until the expiration of this Agreement.

August 1, 2019 \$0.38
August 1, 2020 \$0.41
August 1, 2021 \$0.44

If additional monetary increases are deemed necessary, they will be designated by the Union as to dates and amounts, and will be taken from negotiated settlements. The Union can revise the economic package so long as the combined total of wages, health and welfare, pension, vacation savings and apprenticeship does not exceed the economic package figure. It is agreed that the Union will give the Company sixty (60) days advance notice, in writing, of proposed changes to the contribution rate.

The Employer signatory hereto agrees to the appointment as their representatives, the Directors designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local 428 Joint Apprenticeship and Training Fund as Employer representatives and further agree that he that he shall be bound by all the terms and conditions of said Apprenticeship Standards and Fund and all amendments thereto during the term thereof.

APPRENTICES: Apprentices shall be paid in accordance with the appropriate progression rate for their indenture. On apprentices indentured after October 1, 1982, only health and welfare and apprenticeship contributions will be due on 1st and 2nd period apprentices; 3rd and later period apprentices will receive full benefits.

RATIOS: On the basis of company work force (not on a job by job basis) thirty percent (30%) of the employees represented by the Union may be apprentices. It shall be compulsory for the Employer who employs eight (8) or more journeymen covered by this Agreement to employ a minimum of one (1) apprentice.

IUOE NATIONAL TRAINING FUND

The employer signatory to this agreement hereby agree to remit a \$.05 (five cents) per hour worked on all employees covered by this agreement which will be remitted to the International Union of Operating Engineers National Training fund for each hour worked on all employees whose compensation is covered by this agreement, for the duration of this agreement. The employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the local union fringe benefit fund administrator, under the same terms and at the same time as the other local union fringe benefit fund contributions are made under this agreement.

VACATION SAVINGS FUND

AMOUNTS: Employers shall pay the sum of fifty cents (\$.50) per hour for each hour worked by employees covered hereunder to the Trustees of the Vacation-Savings Trust Fund. The amount of fifty cents (\$.50) is incorporated into the wage rates set forth herein. The fifty cents (\$.50) per hour contribution should be deducted from the employee's pay due, after all applicable taxes have been withheld, and forwarded in the manner established by the signatory parties hereto.

EMPLOYER'S OBLIGATIONS: The said payment of the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained herein, and shall not be deemed to be a dispute concerning wages, hours and working conditions.

Payments shall be made to the trustees monthly or in such other manner set forth in the trust agreement administering the said Trust.

DECLARATION OF TRUST: The parties shall cause the said trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 24th of May. 1971, and as amended thereafter, creating the said Operating Engineers Local No. 428 Vacation Savings Trust Fund, for the duration and term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 24th day of May. 1971, as amended, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself:

The Employer signatory hereto agrees to the appointment as his representatives, the Trustees designated by the contractor association as Employer representatives, and further agrees that he shall be bound by all terms and conditions of said Trust Agreement and to all amendments thereto during the term hereof.

The Employer shall deduct from the pay of all employees covered by this Agreement or any supplement or addendum hereto, who shall have previously executed an appropriate assignment and check-off authorization in substantially the form set forth herein, the amount indicated below as agreed upon by the Union Membership in accordance with the Union's Constitution, for membership dues and communicated to the Employer in writing.

Such deductions shall be deducted from the employee's pay for each pay period after all applicable taxes have been withheld and forwarded along with a list of the names of each employee and the amount deducted from each employee's pay with the monthly fringe benefit reporting form and included in the same payment with fringe benefits. Notwithstanding the foregoing, such dues deductions shall not be considered a fringe benefit. Said assignment and check-off authorization shall be on a form, as required by 29 U.S.C. § 186(c) (4), containing substantially the following language:

WORKING ASSESSMENT FORM

I hereby authorize and direct any employer signatory with the International Union of Operating Engineers Local 428, for whom I am employed to deduct each week from my pay as my working assessments the amount of \$0.10 per hour worked until May 31, 2014, and then \$0.20 per hour worked after June 1, 2014. These deductions shall be made from wages earned and for all hours worked by me. **(I recognize that for membership, I shall be responsible to pay directly to Local 428 the fixed amount owed as base dues in addition to that deducted by my employer.)**

This working assessment and authorization shall be effective as of the date signed by me and cannot be cancelled for a period of one (1) year from the date signed by me or until the termination of the current collective bargaining agreement or any extensions thereof between the company and the Union, whichever occurs sooner.

I further agree and understand that this authorization shall be irrevocable for one year from the execution date hereof or until the expiration of the applicable contract between the Contractor and the Union, whichever is the lesser, and shall automatically renew itself for successive yearly or contract periods, whichever is the lesser, unless I give written notice to the Union and to the Employer, prior to the expiration of the applicable yearly or contract period of my desire to revoke the same, in which event the revocation shall be effective as the last day of such applicable yearly or contract period.

TERM, TERMINATION AND RENEWAL

EFFECTIVE DATE:

It is agreed that the classifications, wage rates and working rules contained herein shall be applicable in the area for work covered by this Agreement, and shall be effective on August 1, 2019 or as herein otherwise specifically indicated.

LENGTH OF AGREEMENT:

This Agreement shall remain in effect from the date of August 1, 2019, through July 31, 2022. Either party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than one hundred twenty (120) days, or less than sixty (60) days prior to July 31, 2022. If such notice is not given, this Agreement shall be renewed for the period of one (1) year, and from year to year thereafter until terminated at the end of a yearly period by such notice in writing by either party given to the other not more than one hundred twenty (120) days, nor less than sixty (60) days before the end of such yearly period.

ROADWAY ELECTRIC

APPENDIX

Wage Rates and Classifications

THE FOLLOWING RATES AND CLASSIFICATIONS SHALL APPLY FROM

August 1, 2019 through July 31, 2022

		August 1, 2019	August 1, 2020	August 1, 2021
Group I	Small Trencher/Electrician's Helper (Splicer under Electrician's Supervision)	\$21.09	\$22.14	*\$22.74
Group II	Electrician's Groundman (Assisting Lineman or Electrician) Backhoe (up to 1 cy) Boring Machine Truck Auger Mini Excavator (1/2" cubic yard or less)	\$22.98	\$24.03	*\$24.63
Group III	Boom Truck (18 ton and under) Derek Digger	\$24.69	\$25.74	*\$26.34
Group IV	Electrician (MSA Tech 11-Up to 2 years experience) Skip Loader (3-6 cy) Excavator (over 1/2 cy) Crane (19-40 ton)	\$25.65	\$26.70	*\$27.30
Group V	Electrician (MSA Tech 11-Up to 2 or more years experience) Skip Loader (over 6 cy) Crane (over 40 ton)	\$26.77	\$27.82	*\$28.42
Group VI	Electrician Foreman	\$29.78	\$30.83	*\$31.43

Commercial Driver's license language

When a Commercial Driver License is required by the company as a requirement of new or continued employment the CDL driver will be paid \$0.10 and \$.15 Haz-Mat per hour more than scale when he/she is driving or in care of the vehicle requiring a commercial driver's license. The employer is not required to pay for his/her CDL testing or annual/biannual requirements for driver to maintain his/her CDL.

OECP TRAINING

The certified crane operator will be paid \$1.00 per hour more than scale when he/she is in the equipment he/she is certified in, by any OSHA approved crane certification program such as NCCO, OECP etc. The employer is not required to pay for his/her testing.

*Year 3(three) \$.60 minimum wage increase, with a wage opener meeting between Company and the Union prior to the third year wage increase to discuss increasing the minimum.

SIGNATURE PAGE

In reference to: Roadway Electric, LLC, Construction Industry Agreement
beginning on: August 1, 2019 and including up to: July 31, 2022

Signed as of the day and year below:

Signed this 25 day of July, 2019

FOR THE UNION:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 428 AFL-CIO

BY: Michael P. Lee

Michael P. Lee - Business Manager

BY: Nick Dartt

Nick Dartt - President

FOR THE CONTRACTOR:

CONTRACTOR NAME: ROADWAY ELECTRIC, LLC

BY: [Signature]

TITLE: District Manager