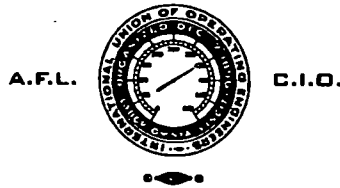


K#9439

# International Union of Operating Engineers Local No. 428 of Arizona

**MAIN OFFICE**  
6601 N. Black Canyon Hwy  
Phoenix, Arizona 85015-1027  
Phone (602) 254-5266  
Fax (602) 257-8674



**BRANCH OFFICE**  
1949 East Eastland  
Tucson, Arizona 85719  
Phone (520) 624-1785



November 9, 2015

LM-040109

Department of Labor  
Bureau of Labor Statistics  
BLSNM 4175  
2 Massachusetts Avenue NE  
Washington, D.C. 20212

To Whom It May Concern:

Enclosed is a copy of the Contract Summary and Agreement between Superstition Crushing LLC., and the Operating Engineers Local Union 428. Duration of contract is October 23, 2015 through October 23, 2016.

Should you have any questions please call our office at (602) 254-5266.

Sincerely,

MICHAEL P. LEE  
IUOE Local 428  
Business Manager and  
Recording-Corresponding  
Secretary



**SPECIAL TOOL ALLOWANCE:**

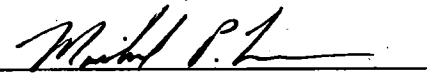
The Company agrees upon ratification to pay a ONE TIME payment of \$500.00 NON-TAXABLE tool allowance to crusher operators, employed continuously with the company more than six (6) months, without receipt.

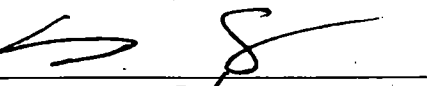
**SIGNATURE PAGE**

This Agreement, signed as of the day and year written below:  
Signed this      day of October, 2015

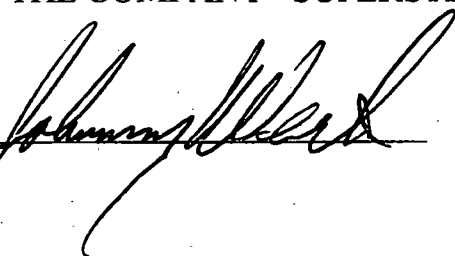
**FOR THE UNION**

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

BY:   
Michael P. ZEE

BY:   
Rosie Chavez

**FOR THE COMPANY SUPERSTITION CRUSHING LLC.**

BY: 

- A108 - Dispatching Rules. Dispatching Rules shall be posted in the Union Hall in a place conspicuous to Registrants.
- A109 - Position on List. If Registrants inquire, they shall be informed of their position on the out-of-work list.
- A110 - 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 job site and perform the work for which he is being dispatched. The practice of the 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 the telephone, etc., and registrants shall be informed of the practice.
- A111 - 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 dispatch the man.
- A112 - Hiring Hall Modification.
- A112.1 - In the event Federal legislation, any Federal Court of Appeals decision, or a decision of the NLRB determines or establishes that any portion of this Section A100 is illegal, such portion shall be immediately reopened for the purpose of negotiation, upon notice, in writing, from either party to the other.

reasonable restrictions such as written notice to authorities in charge, reasonable hours and no harassment.

- A106 - Registration. No workman shall be refused registration or dispatchment because of his Union or non-Union status, if he is otherwise entitled to dispatchment.
- A107 - 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 Contractor'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:
- A107.1 - The registrant shall file with the dispatching office a written request for review of the disputed matter, within ten (10) days after the dispute arises. He shall also, at that time, deposit with the dispatching office a 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.
- A107.2 - 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.
- A107.3 - 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.
- A107.4 - 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.

- A104.6.2 - 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 in A104.4 hereof. Gross violation of this provision (as determined under Article 9, of this Agreement) shall result in the Employer being denied, for a six (6) month period, the right to call any individual workman specifically by name.
- A104.6.3 - 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 "affirmative action plans" which are conditions of federally or state assisted construction or which are established from time to time by the Union and the Employer in concert with each other, as part of a community action or industry plan.
- A104.7 - 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 Article 19 of this Agreement, and all foremen and superintendents employed by individual Contractors in the area covered by this Agreement, who have previously had work experience in the State of Arizona, in one or more of the occupational classifications contained in Article 19 of 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 an individual Contractor as any employee at the Trade, he does so with the same preference as if he had continually worked for individual Contractors.
- A104.8 - 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 Contractors (currently signatory to an 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.
- A104.9 - It is further agreed that the Employer, or his agent, shall not contact individual workmen, nor shall the individual workmen contact the Employer or his agent, for the purpose of discussing potential employment under terms less favorable than those set forth in this Agreement. In the event the individual Employer, or his agent, or an individual workman, is alleged to be in violation of this section, the matter is to be resolved under the provision of Article 9.
- A105 - Hiring Hall Inspection. There shall be complete right of inspection of dispatching operations by authorized representatives of the Employer, such right to be subject to

A104.5.1 - 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 A104.5.1, such disputes will be handled according to the provisions of A107 herein.

A104.6 - When any 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 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". Said individual Employer may thereafter requisition by name 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 ration, as shown in A104.6.1, up to a maximum number of five (5) workmen from Group "C" shall not be exceeded through out the specific job or project, regardless of whether the Employer is increasing or decreasing his work force.

A104.6.1 - Example – No. of Group "A" or "B" men (or "C" if not called by name) on a specific job or project. No. of Group "C" men who may be called by name on a specific job or project.

1 to 3, Employer may request by name – none.

From 4 to 13, Employer may request by name – 1 for a max of 1.

From 14 to 23, Employer may request by name – 1 for a max of 2.

From 24 to 33, Employer may request by name – 1 for a max of 3.

From 34 to 43, Employer may request by name – 1 for a max of 4.

After 44, Employer may request by name – 1 for a max of 5.

specified in Article 2 of this Agreement, within the two (2) year period next preceding the date of the applicant's registration.

A104.3.3 - Who have resided in the State of Arizona for at least a one-year period next preceding the date of the applicant's registration.

A104.4 - Any Employer may requisition a workman specifically by name from Group "A" provided said worker is qualified as set out above, and available for such employment. It is mutually agreed, however, that Employers 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 Company 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:

A104.4.1 - Whose names are properly and currently registered (currently shall mean registration or renewal thereof at least once every thirty (30) days).

A104.4.2 - Who have previously been dispatched under terms of this Agreement to any one of the individual Contractors signatory to this Agreement in classifications of work specified in Article 18 of 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".

A104.4.3 - 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"**

A104.5 - 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.

- A102.4.4 - The employment of applicants who have been referred to jobs to the Employer shall be on a nondiscriminatory basis, and shall not be in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies, or requirements, nor on race, creed, color, national origin, age, or sex, or political affiliations.
- A 103 - Hiring Hall Violations. An Employer who violates the provisions of this A100 as to proper referral shall not be entitled to protection of provisions of Article 9 of this Agreement. Such cases shall be settled by the Union business representative and the highest available top management of the Company concerned and in no case shall such settlement be delayed longer than twenty-four (24) hours after said grievance arises; Saturdays, Sundays, and other non-working days excepted. During such period, no work stoppage shall occur.
- A104 - Dispatching Procedures. The following procedures shall be forthwith placed in effect at the Union dispatching offices, pursuant to the provisions of this Agreement.
- A104.1 - The Employer has agreed he 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.
- A104.2 - A written referral will be given to each workman dispatched to a job. This is not a Union "clearance" but, rather, written evidence in the workman's possession that he has been dispatched in accordance with this Agreement.
- A104.3 - Each Union dispatching office shall maintain appropriate registration lists of cards, kept current from day to day, and referrals will be made on the following order of preference.

#### **Group "A"**

Workmen who are properly qualified as follows:

- A104.3.1 - 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).
- A104.3.2 - Who have completed at least 1,000 hours of work, within the State of Arizona, for any one of the individual Contractors signatory to this Agreement, in classifications of work



employment by securing a fair distribution of work among the workers represented by the Union, the Employer and the Union agree as follows:

- A102.1 - The Employer shall requisition all workmen who are to be employed in the bargaining unit of 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.
  
- A102.2 - The Employer shall give the Union forty-eight (48) hours notice (excluding Sundays and holidays) of its need for workmen, and within such 48 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 48 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 Employer will notify the Union immediately when such workmen are hired, and shall make arrangements for proper referral.
  
- A102.3 - 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.
  
- A102.4 - 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:
  - A102.4.1 - Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, nor 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, nor upon race, color, creed, national origin, age, or sex.
  - A102.4.2 - The Employer retains the right to reject any job applicant referred by the Union.
  - A102.4.3 - The Parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement.

0-60 miles -	None
61 – 100 miles -	\$50.00
101 – 150 miles -	\$60.00
151 miles and over -	\$70.00

It is understood and agreed that if any employee travels from his/her original subsistence zone and travels back to the original subsistence zone through a higher subsistence zone, then he/she shall be paid the highest zone pay through which he/she traveled. [This calculation shall be by the shortest all weather road (maintained) to the center of the project or jobsite.]

1901.1 - Workman's Residence – A bona fide local resident shall have a zone around his residence the same as an "A" city. The man or woman shall not be considered a bona fide local resident unless he meets the residence requirements of a qualified Arizona voter in the county and precinct in which he claims residence.

1901.2 - The Union and the AGC have agreed to work together with our respective international and national organizations to try to get this subsistence clause into the Department of Labor Davis-Bacon rates and specifications.

#### APPENDIX A

A100 - Recognition and Dispatching of Workmen Operating Engineers.

A101 - Coverage.

A101.1 - The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of all employees employed and performing work as specified in section 101 of the Labor Agreement.

A102 - 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

Electrical Helper

Field Equipment Service Helper

Heavy Duty Repair Helper

Heavy Duty Welder Helper

Multiple-unit earth equipment (Holland Loader, etc.), tractor operator, pneumatic-tired or track type, two units (\$.50) per hour more than the base unit rate established above and \$1.00 per hour for each additional unit.

Engineer Craft Foreman – Not less than (\$.50) per hour more than the highest paid operator under his supervision.

Engineer General Foreman – Not less than (\$.50) per hour more than the highest paid foreman under his supervision.

All operators, oilers and motor crane drivers on equipment with booms, except concrete pumping truck booms, including jibs, shall receive one-cent (\$.01) per foot per hour pay for every foot over eighty (80) feet in addition to his regular rate of pay.

There will be a fifty cent (\$.50) per hour premium for performing hazardous waste removal as designated by the D. O. E.

For companies who require employees to use personal vehicles for grade checking, the grade checker will receive an additional \$30 a day plus reasonable fuel reimbursement.

The CCO 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. The employer is not required to pay for his/her testing.

1901 - Subsistence – Effective October 23, 2015 the following subsistence zone rates will become effective. Free zones shall be established as follows: A sixty mile radius from the city hall in Phoenix, Tucson, Flagstaff and Yuma. These cities shall be referred to as "A" Cities. Subsistence will be calculated as follows:

All work performed beyond a 60-mile radius from the "A" City from which he or she is properly referred shall be paid as follows per day worked:

Helicopter Hoist Operator or Pilot  
 Highline Cableway Operator  
 Mass Excavator Operator (150 Bucyrus, Erie and similar type)  
 Mechanical Hoist Operator (two or more drums)  
 Motor Grader Operator (any type power blade-finish)  
 Mucking Machine Operator  
 Overhead Crane Operator  
 Piledriver Engineer (portable, stationary or skid)  
 Power Driven Ditch Lining or Ditch Trimming Machine Operator  
 Remote Control Earth Moving Machine Operator  
 Rotomill and Milling Machine Operator (asphalt or concrete planing)  
 Skip Loader Operator (all types with rated capacity 6 c.y. but less than 10 c.y.)  
 Slip Form Paving Machine Operator (including Gunnert, Zimmerman and similar types)  
 Tech Engineer (Survey Instrument Man)  
 Tower Crane (or similar type)  
 Universal Equipment Operator (shovel, backhoe, dragline, clamshell, etc. up to 10 c.y.)

<b>GROUP 4</b>	<b>Effective</b>	<b>10/23/15</b>
State Wide Rate		\$26.16

Crane Operator (pneumatic or crawler – 100 ton hoisting capacity and over MRC rating)  
 Operating Engineer Electrician (including lineman, tower erector, cable splicer, etc.)  
 Skip Loader Operator (all types with rated capacity of 10 c.y. or more)  
 Survey Party Chief  
 Universal Equipment Operator (shovel, backhoe, dragline, clamshell, etc., 10 c.y. and over)

<b>Special:</b>	<b>Effective</b>	<b>10/23/15</b>
State Wide Rate		\$15.43

Pneumatic Tired Scraper Operator (all sizes and types)  
 Power Jumbo Form Setter Operator  
 Road Oil Mixing Machine Operator  
 Roller Operator (on all types asphalt pavement)  
 Screed Operator  
 Self-Propelled Compactor (with blade) (815, 825 or equivalent – grade operation)  
 Skip Loader Operator (all types with a rated capacity over 3 but less than 6 c.y.)  
 Slip Form Operator (power driven lifting device for concrete forms)  
 Soil Cement Road Mixing Machine Operator (single pass type)  
 Stationary Pipe-Wrapping & Cleaning Machine Operator  
 Surface Heater and Planer Operator  
 Tractor Operator (dozer, pusher-all)  
 Traveling Pipe-Wrapping Machine Operator  
 Trenching Machine Operator  
 Tugger Operator (two or more drums)

**GROUP 3**

**Effective 10/23/15**

State Wide Rate

**\$25.08**

Auto Grade Machine Operator (CMI and similar equipment)

Barge Operator

Boring Machine Operator (including Mole, Badger, Horizontal Boring or Directional Boring Operators – *only one operating engineer shall be required for each horizontal or directional boring machine unless additional seated operating stations are incorporated on the machine by the original equipment manufacturer (OEM).*)

Concrete Pump Operator (truck mounted, with boom attached)

Crane Operator (crawler and pneumatic over 15 tons & less than 100 ton capacity MRC)

Crawler-Type Tractor Operator (with boom attachment and slope bar)

Derrick Operator

Gradall Operator

Grade Checker (excluding Civil Engineer)

Heavy Duty Mechanic/Welder

**(GROUP 1 CON'D)**

Straw Blower

Tripper Operator

Tugger Operator

Welding Machine Operator

Wheel-Type Tractor Operator (Ford-Ferguson type with attachments, etc.)

Winch Truck

**GROUP 2**

**Effective 10/23/15**

Statewide Rate

**\$23.95**

Aggregate Plant Operator (including crushing, screening and sand plants, etc.)

Asphalt Laydown Machine Operator

Asphalt Plant Mixer Operator

Backhoe Operator (Rubber Tire or Track less than 1 c.y.)

Bee Gee Operator

Boring Machine Operator

Concrete Pump Operator

Concrete Mechanical Tamping Spreading or Finishing Machine Operator (including Clary, Johnson or similar types)

Concrete Batch Plant operator (all types and sizes)

Concrete Mixer Operator (paving type and mobile mixers)

Crane Operator (crawler and pneumatic less than 15 tons capacity MRC)

Drilling Machine Operator (including water wells)

Elevating Grader Operator (all types and sizes, except as otherwise classified)

Electrician Ground Man (assisting lineman electrician)

Field Equipment Serviceman

Locomotive Engineer (including Dinky 20 tons weight and over)

Moto-Paver (and similar type equipment) Operator

Motor Grader Operator (any type power blade-rough)

Oiler Driver

Operating Engineer Rigger

Brakeman  
Concrete Mixer Operator (skip type)  
Conductor  
Conveyor Operator  
Cross Tineing and Pipe Float  
Curing Machine Operator  
Dinky Operator (under 20 tons)  
Elevator Hoist Operator (Husky & similar)  
Fireman (all)  
Forklift & Ross Carrier Operator  
Generator Operator (all)  
Handler  
Highline Cableway Signalman  
Hydrographic Mulcher  
Hydrographic Seeder  
Joint Inserter  
Jumbo Finishing Machine  
Kolman Belt Loader Operator  
Machine Conveyor Operator  
Multiple Power Concrete Saw Operator  
Oiler  
Pavement Breaker  
Power Grizzly Operator  
Power Sweeper  
Pressure Grout Machine Operator (as used in heavy engineering construction)  
Pump Operator  
Roller Operator (except as otherwise classified)  
Self-Propelled Chip Spreading Machine  
Skiploader (3 c.y. & less)  
Slurry Seal Machine Operator (moto-paver driver)  
Small Self-Propelled Compactor (with blade)-backfill, ditch operation

overtime rate until such time as they are relieved from all duties for a period of not less than eight (8) hours.

1810 - The Employer shall be responsible for overweight, over height and defective equipment citations, unless the employee has acted contrary to the instruction of the Employer, and the Employer shall pay all fines levied for such violations or citations.

If the Employer fails to pay said fines, and the employee is detained, arrested and/or incarcerated because of said failure, the employee shall receive his/her regular rate of pay for every hour detained and the applicable overtime rate until released from custody.

The Employer is not responsible for any fines or for arrest or incarceration for failure to pay said fines if those fines were levied as a result of violations not the responsibility of the Employer.

1811 - Survey work may be assigned by the contractor to any craft or any management employees solely at the contractor's discretion. A composite crew is acceptable.

## ARTICLE 19

### OPERATING ENGINEERS WAGE RATES AND CLASSIFICATIONS

Effective October 23, 2015, vacation savings pay in the amount of fifty cents (\$.50) per each hour paid for is to be deducted from the employee's check after Social Security, state and federal taxes are deducted and remitted in compliance with this agreement.

#### CLASSIFICATIONS

#### WAGE RATES

#### GROUP 1

Effective 10/23/15

Statewide Rate

\$20.54

A-Frame Boom Truck

Air Compressor Operator

Beltcrete Operator

Boring Bridge and Texture



- 1801 - Union Halls. Union halls shall be maintained at Phoenix and Tucson.
- 1802 - Foreman. An Employer shall have the right to select his own foreman, maintenance foreman or general foreman, subject to the dispatching rules in A100 hereof, and the union shall in no way interfere with the foreman in the performance of his duties, as instructed by his employer. Foreman and maintenance foremen shall be permitted to work. When any worker in the trade is given foreman's responsibilities, he shall receive foreman pay.
- 1803 - All craftsmen shall be furnished all hand tools over one and one-half (1-1/2) inch opening, power tools, standard lenses for welding hoods and goggles. These will be charged to the employees who are to guarantee their return in like condition wear and tear excepted. No person shall be denied employment for failure to provide tools, machines or devices specified above.
- 1804 - Shade. Shade for equipment operators and heavy duty mechanics and welders shall be furnished by the Employer on the job.
- 1805 - Compressors, Pumps and Welding Machines. The operation, servicing and maintenance of compressors, pumps and welding machines is recognized as within the jurisdiction of the Operating Engineers' Union. When an operator is used, he shall be an Operating Engineer operator and subject to all of the terms and conditions of this Agreement.
- 1806 - Oilers. Oilers are recognized as within the jurisdiction of the Operating Engineers. Whenever a second man is needed to perform the duties of an oiler or grade checker, he shall be an Operating Engineer and subject to the terms and conditions of this Agreement.
- 1807 - Oilers/Drivers. Oilers/Drivers shall be required on all truck-mounted excavating equipment or hoisting equipment over 35 ton MRC having the configuration for two men.
- 1808 - Oiler/Drivers and/or Oilers may be called off their regular assignments to perform other work in the immediate vicinity of the crew they are assigned to. Such other assignments shall not interfere with the performance of their duties as an oiler or oiler/driver. Such assignment shall be limited to Group 1 and 2.
- 1809 - When a workman or workmen are required to work without an intervening rest period of at least eight (8) consecutive hours, said workman or workmen shall be paid the applicable

representative. Where there is a security arrangement by the owner or the Employer on a job or project which involves persons entering the project being checked through a guarded gate or similar situation, arrangements for the business representatives to enter the project will be made.

1713 - Craft Job Stewards.

1713.1 - A steward shall be a working employee, appointed by the Union, who shall, in addition to his work, be permitted to perform his union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow a steward a reasonable amount of time for the performance of such duties. The Union shall notify the Employer or his representative of the appointment of each steward. It is recognized by the Employer that a person appointed steward should remain on the job until its completion, provided he is capable of doing, the specific work involved. In no event shall the Employer discriminate against a steward or lay him off or discharge him on account of any action taken by him in the proper performance of his union duties.

1713.2 - The job steward shall not be terminated without just cause, except by consent of the Union, unless the job is completed. If a steward is to be terminated for a just cause, the Union shall be given two (2) working days, forty-eight (48) hours, advance notice together with reasons for termination.

1713.3 - When the Employer's work force on the job has been reduced to three (3) workers, and the steward's tenure of employment is less than that of one of the other employees and one of the other employees is eligible to act as steward, the Employer shall give two (2) full working days' notice to the Union and the Union will either appoint a new steward from the remaining employees or relieve the Employer of his obligations under this Working Rule. Upon enlargement of the Employer's work force on the job, said steward shall be the first worker hired, if available.

1713.4 - There will not be an excess of stewards on a job or project. Any question on such excess shall be submitted to the grievance procedure herein for resolution.

## ARTICLE 18

### SPECIAL WORKING RULES

*(also see Article 17 – General Working Rules)*

I U O E CONTRACT SUMMARY

LOCAL UNION: \_\_\_\_\_

INDUSTRY CLASSIFICATION: \_\_\_\_\_

EMPLOYER: Superstition Crushing LLC

ADDRESS: 3914 E Presidio St. CITY: Mesa

STATE: AZ

PHONE: 85215

EFFECTIVE DATE: 10/23/15

TERMINATION DATE: 10/23/16

CLASSIFICATIONS:

Group 1  
Group 2  
Group 3  
Group 4  
Special

RATES:

20.54  
23.95  
25.08  
26.16  
15.43

DEFERRED INCREASES:

OVERTIME:

After 10 Hrs. 40  
6th Day: \_\_\_\_\_  
7th Day: \_\_\_\_\_  
Holiday: \_\_\_\_\_  
Saturday: \_\_\_\_\_  
Sunday: \_\_\_\_\_

SHIFT DIFFERENTIALS:

Afternoon: \_\_\_\_\_  
Evening: \_\_\_\_\_  
All Night: \_\_\_\_\_  
Other: \_\_\_\_\_

REPORTING PAY:

CALL-IN PAY:

PAID HOLIDAYS: 0

PAID SICK LEAVE: \_\_\_\_\_

OTHER PAID LEAVE: \_\_\_\_\_

RATE WHEN WORKED: 1.5 times (Per Year)

ACCUMULATED TO: \_\_\_\_\_

Jury Duty: \_\_\_\_\_

Funeral: \_\_\_\_\_

OTHER COMPENSATION: \_\_\_\_\_

PAID VACATIONS:

Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.

SEVERANCE PAY:

Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_

HEALTH & WELFARE:

Cost: \$5.00 per hr.  
% Paid by Employer: X  
% Paid by Employee: \_\_\_\_\_

PENSION:

Weekly/Monthly Payment: 3.80 per hr  
% Paid by Employer: X  
% Paid by Employee: \_\_\_\_\_

Benefits: .50 cents per hr for  
Vacation saving fund

Benefits: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPRENTICESHIP CONTRIBUTION: .29 cents  
per hr

OTHER MONETARY BENEFITS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMARKS: 4.5% raise Total .25 cents toward pension

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I U O E CONTRACT SUMMARY

LOCAL UNION: \_\_\_\_\_

INDUSTRY CLASSIFICATION: \_\_\_\_\_

EMPLOYER: Superstition Crushing LLC

ADDRESS: 3914 E Presidio St. CITY: Mesa

STATE: AZ

PHONE: 85215

EFFECTIVE DATE: 10/23/15

TERMINATION DATE: 10/23/16

CLASSIFICATIONS:

RATES:

DEFERRED INCREASES:

Group 1  
Group 2  
Group 3  
Group 4  
Special

20.54  
23.95  
25.08  
26.16  
15.43

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERTIME:

SHIFT DIFFERENTIALS:

REPORTING PAY:

CALL-IN PAY:

After 10 Hrs. 40  
6th Day: \_\_\_\_\_  
7th Day: \_\_\_\_\_  
Holiday: \_\_\_\_\_  
Saturday: \_\_\_\_\_  
Sunday: \_\_\_\_\_

Afternoon: \_\_\_\_\_  
Evening: \_\_\_\_\_  
All Night: \_\_\_\_\_  
Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAID HOLIDAYS: 0

PAID SICK LEAVE: \_\_\_\_\_

OTHER PAID LEAVE: \_\_\_\_\_

RATE WHEN WORKED: 1.5 times (Per Year)

ACCUMULATED TO: \_\_\_\_\_

Jury Duty: \_\_\_\_\_

Funeral: \_\_\_\_\_

OTHER COMPENSATION: \_\_\_\_\_

PAID VACATIONS:

SEVERANCE PAY:

Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.  
Aft. \_\_\_\_\_ Mos./Yrs. \_\_\_\_\_ Days/Wks.

Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_  
Aft. \_\_\_\_\_ Yrs. Service \$ \_\_\_\_\_

HEALTH & WELFARE:

PENSION:

Cost: \$5.00 per hr.  
% Paid by Employer: X  
% Paid by Employee: \_\_\_\_\_

Weekly/Monthly Payment: 3.80 per hr  
% Paid by Employer: X  
% Paid by Employee: \_\_\_\_\_

Benefits: .50 cents per hr for  
Vacation saving fund

Benefits: \_\_\_\_\_

APPRENTICESHIP CONTRIBUTION: .29 cents  
per hr

OTHER MONETARY BENEFITS: \_\_\_\_\_

REMARKS: 4.5% raise Total .25 cents toward pens.  
\* ~~Other~~ ~~Crusher~~ operator - \$500.00 on time tool allowance  
Taxable

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