June 1, 2024 to May 31, 2029

BUILDING CONSTRUCTION, HEAVY HIGHWAY & ADDENDUM #2 COLLECTIVE BARGAINING AGREEMENT

Covering the Counties of Columbiana, Mahoning and Trumbull in the State of Ohio

By and Between

The Excavating Contractors Division
Of
The Builders Association of Eastern Ohio and Western Pennsylvania

And

The International Union of Operating Engineers
Local 66
Pittsburgh, PA

Table of Contents

Safety Rules		1
Preamble		3
Article I	Savings and Separability	5
Article II	Pre-Job	5
Article III	Term of Agreement	6
Article IV	Recognition Clause	6
Article V	Union Security Clause	7
Article VI	Repair	7
Article VII	Travel Expense	8
Article VIII	Union Representative	9
Article IX	Safety	9
Article X	Pay Conditions	13
Article XI	Steward	15
Article XII	Classifications and Wage Rates	18
	Class I Equipment	19
	Class II Equipment	23
	Class III Equipment	25
	Rates Effective 06-01-2024	32
	Rates Effective 06-01-2025	33
	Rates Effective 06-01-2026	34
	Rates Effective 06-01-2027	35
	Rates Effective 06-01-2028	36

	Class I Crane Rates	37
Article XIII	Statement of Policy	42
Article XIV	Protection of Employees	42
Article XV	Equal Employment Opportunity	43
Article XVI	Jurisdictional Disputes	44
Article XVII	Arbitration	44
Article XVIII	Subletting of Work	47
Article XIX	Apprenticeship	48
Article XX	Pension Fund	51
Article XXI	Construction Advancement Program	52
Article XXII	Operating Engineers Local 66 Welfare Program	54
Article XXIII	Operating Engineers Local 66 Annuity and Savings Fund	56
Article XXIV	United Way	57
Article XXV	Operating Engineers Local 66 Employee Miscellaneous Deductions	57
Article XXVI	Bonds	60
Article XXVII	Submitting Reports and Contributions, Liquidated Damages and Interest Charges for Delinquency	61

Article XXVIII	Fund Audits	64
Article XXIX	Working Dues	65
Article XXX	Non-Competitive Work	67
Article XXXI	Joint Labor-Management Drug/Alcohol Abuse Program	67
Article XXXII	Referral Agreement	74
Article XXXIII	Manning of Minor Equipment Heavy- Highway Building Construction	89
Article XXXIV	Work Scope - Heavy Highway	94
Article XXXV	Working Hours and Reporting Time Heavy Highway	96
Article XXXVI	Work Week, Shift Work, Overtime and Holidays Heavy Highway	100
Article XXXVII	Rules Governing Deactivation and Reactivation of Equipment Heavy Highway	106
Article XXXVIII	Work Scope – Building Construction	108
Article XXXIX	Working Hours and Reporting Time Building Construction	109
Article XL	Work Week, Shift Work, Overtime and Holidays Building Construction	113

Article XLI	Rules Governing Deactivation and Reactivation of Equipment Building Construction	117
Article XLII	Lead Engineer Building Construction	119
Article XLIII	40-Hour Pay Provision Building Construction	122
Article XLIV	Hazardous Waste/Toxic Material Projects	123
	Rates Hazmat A & B	124
	Rates Hazmat C & D	126
Article XLV	Asbestos Remediation Projects	127
	Rates Asbestos Removal	128
Article XLVI	Mahoning Valley Construction Coalition	129

Under $1 Million Project Cost Non-Rated Work Site Work, Sewer and Water Line, Demolition and Pre-Fabricated Metal Buildings Addendum 130

OHIO ADDENDUM #2 133

Article I	Projects Covered	133
Article II	Definition of Work Covered	133
Article III	General Employment Conditions	134

Article IV	Union Security Provisions	136
Article V	Classification of Workmen and Scope of Wages	137
Article VI	Working Hours and Shifts, Holidays, Emergencies	139
Article VII	Pay Period	142
Article VIII	Subletting of Work	143
Article IX	New Work Notice	144
Article X	Union Stewards	145
Article XI	Apprenticeship	145
Article XII	Joint Labor-Management Drug/ Alcohol Abuse Program	145
Article XIII	Operating Engineers Referral	145
Article XIV	Wages & Classifications	146
	Rates Effective 06-01-2024	146
	Rates Effective 06-01-2025	147
	Rates Effective 06-01-2026	147
	Rates Effective 06-01-2027	148
	Rates Effective 06-01-2028	148

GAS LINE DISTRIBUTION ADDENDUM 150
Article I Coverage 150
Article II Union Recognition and Security, Employer Rights and Pre-Job Conference 151
Article III Working Rules 153
Article IV No Work Stoppage, Disputes, and Arbitration 154
Arbitration 156
Article V Working Hours and Overtime 159
Article VI Wage Rates & Classifications 161
Gas Line Distribution Wages 162
Gas Line Distribution Fringes 163
Class I Equipment 164
Class II Equipment 165
Article VII Travel Expense 165
Article VIII Non-Discrimination 165
Article IX Steward Clause 166
Article X Referral Agreement 167
Article XI Special Conditions in Limited Areas 169
Article XII General Savings Clause 169

SAFETY RULES

THESE RULES ARE A PART OF THE NEGOTIATED AGREEMENT

RULE NO. 1

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

RULE NO. 2

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

RULE NO. 3

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

RULE NO. 4

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

RULE NO. 5

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

RULE NO. 6

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

RULE NO. 7

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

RULE NO. 8

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

RULE NO. 9

When handling electrical cables the Company shall provide insulated gloves.

PREAMBLE

This Collective Bargaining Agreement, entered into this 1st day of June 2024, is by and between the Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania (hereinafter called the "Employer") and the International Union of Operating Engineers Local Union 66, Pittsburgh, Pennsylvania, (hereinafter called the "Union") having jurisdiction and authorization to sign this Collective Bargaining Agreement to be in effect in Columbiana, Mahoning, and Trumbull Counties in the State of Ohio, and other assigned geographical areas and having sub-headquarters in Youngstown, Ohio, and is negotiated by the Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania in behalf of the members of said division and in behalf of all Contractor members of the Builders Association of Eastern Ohio and Western Pennsylvania and the Labor Relations Division of the Ohio Contractors Association and all members of the Labor Relations Division of the Home Builders Association when performing work in the aforementioned jurisdiction.

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

discontinues or is discontinued from membership in the Association(s) the provisions of the Collective Bargaining Agreement shall remain fully binding on that employer for the duration of this agreement.

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

The Excavating Contractors Division affiliated with the Builders Association of Eastern Ohio and Western Pennsylvania is recognized as the sole bargaining agent for its members with the International Union of Operating Engineers Local Union 66 for the Building Construction, Heavy-Highway and Addendum #2 Collective Bargaining Agreement in Columbiana, Mahoning and Trumbull Counties in the State of Ohio, including the action of the International Union of Operating Engineers General Executive Board in Case #16 on January 31, 1972 which established the territorial dividing line between any local unions separated by a body of water, shall be divided at the middle of the body of water.

GENERAL PROVISIONS APPLY TO ALL TYPES OF WORK UNLESS OTHERWISE INDICATED

ARTICLE I
SAVINGS AND SEPARABILITY

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

ARTICLE II
PRE-JOB

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

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

ARTICLE III
TERM OF AGREEMENT

The conditions of employment of this Collective Bargaining Agreement shall be in full force and effect from June 1, 2024 to May 31, 2029, and shall be in effect thereafter from year to year, unless, ninety (90) days prior to May 31, 2029, a written notice is given by either party of their desire to change any part of this Collective Bargaining Agreement.

Wages in this Collective Bargaining Agreement may be opened for negotiation after a written notification of ninety (90) days prior to May 31, 2029.

ARTICLE IV
RECOGNITION CLAUSE

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

ARTICLE V
UNION SECURITY CLAUSE

Any new Employee, not already a Member of the International Union of Operating Engineers Local 66 shall, as a condition of continued employment, apply for membership in this Union not later than the eighth (8^{th}) day after employment by the Employer and shall continue membership thereto. The Employer shall discharge, upon written request of the Union, any Employee who has failed or refused to comply with this section. The Union shall be the sole bargaining representative for the Operating Engineers or Apprentice Operating Engineers employed on the work covered by this Collective Bargaining Agreement.

ARTICLE VI
REPAIR

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

Operating Engineer and/or Crew can (at the Contractor's discretion) assist in the repairs, be laid off, or reassigned to an unassigned machine. All work will be done by members of International Union of Operating Engineers Local 66. When a machine is to be repaired on a job or project site the mechanic will assist the Operating Engineer or Apprentice Operating Engineer and/or Crew on the repair. If the machine is removed to the job or project site shop, then the Operating Engineer or Apprentice Operating Engineer and/or Crew can be reassigned to an unassigned machine. In the event of a breakdown the Employee is guaranteed the balance of the shift. No job site repairs shall be done on overtime, including Saturday, Sunday or Holiday, without the Operating Engineer or Apprentice Operating Engineer and/or Crew assisting or working on that job or project.

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

ARTICLE VII
TRAVEL EXPENSE

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

ARTICLE VIII
UNION REPRESENTATIVE

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

ARTICLE IX
SAFETY

Section 1. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its Employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Collective Bargaining Agreement will make the Union liable to any Employees or to any other persons in the event injury or accident occurs.

Section 2. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules reasonably necessary to protect the health and safety of the Employees.

Section 3. The Joint Safety Committee provided for herein is empowered only to establish minimum safety rules and standards. In accordance with the requirements of the Occupational Safety and Health Act of 1970, the Employer has exclusive responsibility to ensure the safety

of its Employees and their compliance with such safety rules and standards.

Section 4. Pursuant to the protections provided by the Occupational Safety and Health Act and the Labor Management Relations Act, Employees may refuse to perform work which they in good faith believe will expose them or their fellow workers to serious injury or death. Such a refusal shall not constitute a violation of the no-strike clause of this Collective Bargaining Agreement; nor shall Employees suffer any loss of pay or benefits as a result of their refusal to perform such work.

Section 5. The Employer agrees to permit entry by federal, state or local safety compliance inspectors, without delay, to the Employer's property or jobsites in order to allow inspection for compliance with applicable safety laws and orders.

Section 6. The Union shall designate one representative to accompany each government safety inspector or team of inspectors whenever such inspector or inspectors are performing an authorized inspection of all or any portion of the Employer's premises or jobsites. If more than one team is utilized, the Union shall designate one representative to accompany each team. The Union representative or representatives shall suffer no loss of pay or benefits for time spent during such inspection.

Section 7. The Employer shall promptly supply to the Union copies of all injury or accident reports filed with any federal, state or local agency.

Section 8. No employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment unless equipped with an approved electronic lone-worker safety monitoring device, and has received adequate training. This provision shall not apply to employee servicing and starting equipment one (1) hour prior to the start of a shift, including Lube Men, Fuel Men and Grease Men.

Section 9. The Contractor shall abide by all Local, Federal and State Safety Codes. If at any time violation of these codes is observed which would have serious effect on life or limb, the following procedure shall apply:

1. The Employee involved may cease work on the portion of the work which they claim to be unsafe provided they have notified their Employer. The Employee may be temporarily shifted to other work on the job or project or another piece of unassigned equipment as provided for in this Collective Bargaining Agreement.
2. The Job Steward and the Company's designated representative will confer on the alleged unsafe conditions and try to work out a safe procedure.
3. Should they fail and deadlock, they will call in the appropriate Representative of the Builders Association of Eastern Ohio and Western Pennsylvania, and the Union's Business Representative, and in addition, the proper representative of the state or Federal Safety Department, if so desired by either party.
4. Those Employees, if not provided work during the period of unsafe condition, will be paid as though worked, not to exceed forty (40) hours, if the

Committees as provided for in Paragraph 2 and Paragraph 3 judge the unsafe condition exists.

5. If the Committee as provided for in Paragraph 2 and Paragraph 3 judges the condition is safe, all time spent waiting by the Employee will be considered not worked.
6. The Union shall not use Safety as a reason to call a work stoppage, slowdown, or disruption of work.
7. The Association and Union shall form a Joint Safety Committee of three each who shall meet quarterly (or more often if deemed necessary) to formulate and establish Industry Safety Rules and Work Practices pertaining to the work of this Collective Bargaining Agreement.
8. The Joint Safety Committee shall develop forms which will be filled out by the Contractor on all alleged safety violations and accidents, which will be sent to the Union and the Association office. The purpose of these forms shall be to help develop safe work places.
9. Employees injured on the job and unable to return to work as a result of the injury shall receive all wages and fringe benefits for a full shift, as though worked.
10. All SAFETY EQUIPMENT, including hard hats, winter liners, and all other safety equipment, as REQUIRED, shall be supplied by the Employer at no cost to the Employee.
11. For the purpose of this article, the Union shall not be held liable for any work stoppage or for irresponsible acts of an Employee unless the work stoppage is condoned or approved by the Union.

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

ARTICLE X
PAY CONDITIONS

Section 1. Pay day shall be once a week, not later than the end of each shift Friday. If not paid by the end of each shift on Friday, they shall receive eight (8) hours per day waiting time and not more than three (3) days shall be held back. When Operating Engineers and Apprentice Operating Engineers are laid off or discharged, they shall be paid in full at once, and if not paid in full, they shall be paid eight (8) hours per day waiting time.

Section 2. If Operating Engineers or Apprentice Operating Engineers are not working on scheduled pay day, checks must be mailed and envelope postmarked on pay day, otherwise eight (8) hours wages shall be paid each day waiting, but the Employee must notify the Company or Business Representative within twenty-four (24) hours after pay day.

Section 3. Operating Engineers or Apprentice Operating Engineers must receive a lay-off or a discharge slip upon request when they are laid off or fired, and the reason for the discharge shall be shown on the slip. If they do not receive a lay-off slip, their pay of two (2) hours per day shall continue until they receive a lay-off slip, regular work days only.

Section 4. Employers giving invalid checks shall pay in cash or certified checks thereafter and shall stand good any expense incurred by the Employee due to the invalid checks.

Section 5. The following shall be recorded on pay envelopes or paycheck stubs of the Operating Engineer or Apprentice Operating Engineer: Pay Period Ending, Hours Worked, Regular Earnings, Overtime Earnings, Gross Earnings, Net Pay. Deductions listed shall be: Social Security and Medicare, Federal Income Tax, State of Ohio Tax, City Income Tax, Working Dues, Miscellaneous Dues, Total Deductions.

Section 6. If job conditions warrant, a system of accounting for Employees, starting and leaving the premises may be put into effect, if the Contractor and/or the Owner requires the same.

Section 7. Should the employer require an Operating Engineer/Apprentice Operating Engineer to make themselves available for any type of employer/owner mandated classes or safety/drug testing procedures prior to the first day of employment the Operating Engineer/Apprentice Operating Engineer will receive a minimum of two (2) hours wages and fringe benefits at Class II rate of pay. Should these sessions require more than two (2) hours to complete they will be paid for all hours necessary to complete employers/owners requirements.

Electronic Sign-up: Contractors requiring prospective employees to electronically sign up before arriving on the

project shall receive two (2) Hours compensation, provided the prospective employee provides a working email address and completes all information needed for the electronic sign-up.

ARTICLE XI
STEWARD

Section 1. The powers and duties of the Union Steward shall be limited to that which is stated in this Collective Bargaining Agreement.

Stewards shall be appointed by the Union and shall be a qualified Operating Engineer or Apprentice Operating Engineer performing work of the craft. There shall be no non-working stewards. The Job Steward shall be given reasonable time to perform the duties assigned by the Union and such duties shall be performed as expeditiously as possible. The Union shall notify the Contractor, or authorized representative, of the appointment of the Job Steward, and the Contractor or authorized representative, before laying off or discharging the Job Steward for cause, shall notify the Union of their intention to do so.

It is recognized by the Contractor that the Employee selected as the Job Steward shall remain on the job as long as there is an unfilled job opening in the Classification they are qualified to perform. The Job Steward shall not be discharged, or laid off, for the performance of agreed upon duties when performed in accordance with this Article. There shall be no discrimination against the Job Steward for performing Union duties. The Job Steward shall be recalled to the first job opening in a Classification they are qualified to perform in the Employer's operations at the

same job site for a period of six (6) months following their layoff.

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

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

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

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

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

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

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

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

The Job Steward shall not:

Stop the Contractor's work for any reason.

Tell any Employee covered by this Collective Bargaining Agreement that they cannot work on the job.

The Job Steward shall have the power to make a temporary decision, and the Job Steward must report the condition and the decision to the Business Representative of the Union before 5:00 PM of the same day.

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

The provisions of the Section shall apply to all shifts.

Section 2. The Union retains the right to place a Steward on the job. Inasmuch as the Steward shall be the Union's Representative on the job site for purposes of this Article, they shall be given priority of referral and shall not be limited to Article XXXII, REFERRAL AGREEMENT. The provisions of this section will prevail providing there is a job available for the Steward that they have the ability

to perform, and is no way intended to require the Contractor to unnecessarily increase the work force or another Employee to be laid off in order to make work available for the Steward.

ARTICLE XII
CLASSIFICATIONS AND WAGE RATES

Section 1. The rate of pay for the different Classifications of machines shall be as follows:

Helicopter Operators - When used in construction, the rate will be one and one-half (1½) times the Classification I Rate.

Helicopter Hoist Operators - When used in construction, the rate is one and one-half (1½) times the Classification II Rate.

Helicopter Signal Persons - Shall receive one and one-half (1½) times the Classification III Rate.

Section 2. When conventional friction or hydraulic cranes are used, the following shall apply:

When the boom/boom and jib is one hundred (100) feet or more the Operating Engineer or Apprentice Engineer will be paid an additional one dollar ($1.00) for each additional fifty (50) feet of boom over one hundred (100) feet.

All crane operators must have a CCO certification to be eligible for boom pay.

When a crane two hundred (200) ton or over is used, the Operating Engineer or Apprentice Operating Engineer shall receive one dollar ($1.00) per hour above the wage rate for the crane.

Section 3. CLASSIFICATION I

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

* Indicates equipment that requires an Oiler or Apprentice Operating Engineer

** Indicates two (2) Operating Engineers or Apprentice Operating Engineers

♦ See Page 22, Note 1

Asphalt Heater Planer
♦Backhoe/Excavator with 360 degree swing
♦Backhoe/Excavator with shear
Backhoe – 180 degree rear pivitol swing
*Batch Plant – Central Mix Concrete
*Batch Plant – Portable Concrete
*Berm Builder – Automatic
Backfiller with drag attachment
*Boat – Derrick
*Boat – Tug
Boring Machine when attached to tractor
Bullclam
Bulldozer

*CMI Road Builders and similar types
Cable Placer & Layer
Carrier – Straddle
Chicago Boom
Compactor with blade attached
Concrete Pump
Concrete Saw Vermeer or similar type
Concrete Spreader Finisher Combination
(Bidwell Machine)
*♦Crane
Crane – Electric Overhead
♦Crane – Rough Terrain
*♦Crane – Truck
* Crane – Tower
Derrick – Boom
*Derrick – Car
*Diggers – Wheel (not trencher or road widener)
Double Nine
*Drag Line
*Dredge
*Drill – Kenny or similar type
Easy Pour Median Barrier Machine (or similar type)
Electromatic
Environmental Maintenance Mechanic
**Frankie Pile
♦Gradall
Grader
Gurry
*Gurry – self-propelled
Heavy Equipment Robotics Operator/Mechanic
Hoist – Monorail
Hoist – Stationary and Mobile Tractor
Hoist – Two or three drum

Horizontal Directional Drill Operator
Hydrovac Truck
Jackall
*Jumbo Machine
*Kocal or Kuhlman
Lead Engineer
Land – Seagoing Vehicle
Loader – Elevating
Loader – Front End
Loader – Skid Steer
*Locomotive
Mechanic – Mechanic as Welder
*Metro Chip Harvester with boom
Mucking Machine
Paver – Asphalt
*Paver – Road Concrete
**Paver – Slip Form (CMI or similar)
Place Crete Machine (with boom)
Post Driver (Carrier mounted)
Power Driven Hydraulic Pumps and Jacks (when used in slip form or lift slap construction)
Quick Change Barrier Machine
Regulator – Ballast
Rigs – Drilling
*Rigs – Pile Driver or Cassion Type ($0.27 above crane rate)
*Rigs – Pile Hydraulic Unit Attached ($0.27 above crane rate)
*Roto Mill or similar (8 ft. wide and over)
Roto Mill or similar (under 8 ft.)
Scraper/Pan
Shovel
Shuttle Buggy

Side Boom
Slip Form Curb Machine
Speedswing
Spikemaster
Stonecrusher
Tie Puller & Loader
Tie Tamper (single or multihead)
Tractor – Double Boom
Tractor with attachment
Trucks – Book
Truck – Tire (assigned to job)
Trenching Machine
Tunnel Machine (Mark 21 Java or similar)
Whirley (or similar type)

Note 1:
The Company shall have the option of hiring oilers on hydraulic, sixty-five (65) ton or under rough terrain cranes with one (1) cab.

Oilers are optional on hydraulic track backhoes with a maximum weight of one hundred ninety thousand (190,000) pounds and under, track gradalls, truck gradalls, post drivers (remote control only), and hydraulic truck cranes with two (2) cabs up to and including fifty (50) ton capacity.

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

The company shall have the option of hiring oilers on hydraulic track drill rigs model TMMCD-60T Drill

Sargent or similar up to and including sixty-thousand (60,000) pounds.

The operation, repair, safety and maintenance of this equipment are recognized as the jurisdiction of the International Union of Operating Engineers. If anyone other than an Operating Engineer or Apprentice Operating Engineer is performing the work or manning equipment formerly manned by Operating Engineers or Apprentice Operating Engineers, then the Company must employ Operating Engineers or Apprentice Operating Engineers to man this equipment, and the Competitive Adjustments agreed upon will be negated for one (1) year on the project which is in violation

CLASSIFICATION II

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

**Asphalt Plant
Bending Machine (pipeline or similar type)
Boring Machine (motor driven)
Chip Harvester (without boom)
Cleaning Machine (pipeline type)
Coating Machine (pipeline type)
Compactor
Concrete Belt Placer
Concrete Finisher

Concrete Planer or Asphalt
Concrete Spreader
Elevator
Fork Lift (home building only)
Fork Lift (walk behind hoisting over one buck high)
Forklifts and Lulls
Form Line Machine
Grease Truck Operator
Grout Pump
Gunnite Machine
Horizontal Directional Drill Locator
Huck Bolting Machine
Hydraulic Scaffold (hoisting building materials)
Paving Breaker (self-propelled or ridden)
Pipe Dream
Pot Fireman (power agitated)
Refrigeration Plant
Road Widener
Roller
Sasgen Derrick
Seeding Machine
Single Drum Hoist (with or without tower)
Soil Stabilizer (pump type)
Spray Cure Machine (self-propelled)
Straw Blower Machine
Sub-Grader
Tube Finisher or Broom CMI (or similar type)
Tugger Hoist

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

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

CLASSIFICATION III

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

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

Air Curtain Destructor or similar type (see note below)
Batch Plant (job related)
Boiler Operator
#Compressor
#Conveyor
Curb Builder (self propelled)
Drill Wagon
#Generator Sets
Generator – Steam
#Heaters (portable power)
Hydraulic Manipulator Crane

Hydraulic Power Unit (not attached to rig for Pile Driving Operation)
Jacks – Hydraulic (power driven)
Jacks – Hydraulic (railroad)
Ladavator
Minor Machine Operator
Mixer – Concrete
Mulching Machine
Pin Puller
Power Broom
Pulverizer
Pump (water or similar)
Road Finishing Machine (pull type)
Saw – Concrete (self-propelled highway work)
Signal Man
Spray Cure Machine Motor Powered
Steam Jenny
Stump Cutter
Syphons
Tractor
Trencher – Form
Vibrator Gasoline
Water Blaster
#Welding Machines
Oiler, Brakeman, Fireman, Deck Hand & Mechanic Helper

Note 1:
If the Air Curtain Destructor is fed by a piece of equipment that requires an Oiler, the Oiler will receive Class I rate of wages. However, if the Air Curtain Destructor is fed by a piece of equipment that does not require an Oiler, a

Fireman will be employed on the equipment and paid at the Fireman rate of wages.

Note 2:
If anyone other than an Operating Engineer or Apprentice Operating Engineer is performing the work or manning equipment, formerly manned by Operating Engineers or Apprentice Operating Engineers, then the Company must employ Operating Engineers or Apprentice Operating Engineers to man this equipment, and the Competitive Adjustments agreed upon will be negated for one (1) year on the project which is in violation.

Section 4. The rates of pay for Apprentice Operating Engineers shall be as follows for all jobs and projects:

First Year: Four dollars ($4.00) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.

Second Year: Three dollars and fifty cents ($3.50) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.

Third Year: Two dollars and fifty cents ($2.50) less than the prescribed rate of pay for the Classification being performed plus full fringe benefits.

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

Section 5. The Employer shall contribute one dollar ($1.00) per hour for each hour worked by all Apprentice Operating Engineers to the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program.

Section 6. In addition to the hourly wage rates in Classifications I, II and III, Employers shall contribute the following amounts for each hour worked to:

Operating Engineers Local 66 Welfare Fund:

Effective 06-01-2024	$10.55
Effective 06-01-2025	$10.65
Effective 06-01-2026	$10.75
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

Operating Engineers Construction & Miscellaneous Pension Fund:

Effective 06-01-2024	$8.10
Effective 06-01-2025	$8.35
Effective 06-01-2026	$8.45
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

Operating Engineers Annuity Fund:

Effective 06-01-2024	$4.95
Effective 06-01-2025	$5.20
Effective 06-01-2026	$5.25
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program:

Effective 06-01-2024	$0.76
Effective 06-01-2025	$0.76
Effective 06-01-2026	$0.81
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

International Training Fund:

Effective 06-01-2024	$0.05
Effective 06-01-2025	$0.05
Effective 06-01-2026	$0.05
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

Operating Engineers Benefit Fund:

Effective 06-01-2024	$0.05
Effective 06-01-2025	$0.05
Effective 06-01-2026	$0.05
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

United Way Fund:

Effective 06-01-2024	$0.02
Effective 06-01-2025	$0.02
Effective 06-01-2026	$0.02
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

Construction Advancement Program – Industry Advancement Program Fund:

Effective 06-01-2024	$0.24
Effective 06-01-2025	$0.24
Effective 06-01-2026	$0.24
Effective 06-01-2027	$TBA
Effective 06-01-2028	$TBA

(*See Article XXI, CONSTRUCTION ADVANCEMENT PROGRAM)

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

Work Assessment - Two percent (2%) of gross wages effective 06-01-2024 to 05-31-2029 (*See Article XXIX, WORKING DUES)

Building & Miscellaneous Fund – One dollar and thirty-four cents ($1.34) effective 06-01-2024 to 05-31-2029 (*See Article XXV, OPERATING ENGINEERS LOCAL 66 EMPLOYEE MISCELLANEOUS DEDUCTIONS)

Section 7. The Union shall have the option of using all or any part of the negotiated wage increase scheduled for 06-01-2025 through 06-01-2028 for improvement of or payment of costs of any fringe benefits provided for under this Collective Bargaining Agreement. The Union agrees to give the Employer written notice of its intent to do so by registered letter sent to the offices of the Builders Association of Eastern Ohio and Western Pennsylvania at least 60 days before the effective date of the intended

change specifying in said notice the amount of change to be applied for this purpose and the fringe benefit for which the money is to be used.

Ohio Building & Heavy Highway Agreement Rates, effective 06-01-2024

	Wages	Welfare	Pension	International Training	Apprentice Fund	CAP	Benefit	Annuity	United Way	Total
Class I	$38.32	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$63.04
Lead Engineer	$38.82	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$63.54
Pile Driver	$38.59	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$63.31
Class II	$33.15	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$57.87
Class III	$29.86	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$54.58
Oiler, Fireman, Brakeman, Mechanic Helper	$27.03	$10.55	$8.10	$0.05	$0.76	$0.24	$0.05	$4.95	$0.02	$51.75

Independent Agreement Employers who do not submit contributions to the CAP-Industry Advancement Program are required to submit an additional twenty-two cents ($0.22) for a total of **ninety-eight ($0.98)** per man hour worked to the Operating Engineers Local 66 Joint Apprentice Fund effective 06-01-2024 to 05-31-2025.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Ohio Building & Heavy Highway Agreement Rates, effective 06-01-2025

	Wages	Welfare	Pension	International Training	Apprentice Fund	CAP	Benefit	Annuity	United Way	Total
Class I	$39.72	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$65.04
Lead Engineer	$40.22	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$65.54
Pile Driver	$39.99	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$65.31
Class II	$34.25	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$59.57
Class III	$30.96	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$56.28
Oiler, Fireman, Brakeman, Mechanic Helper	$28.13	$10.65	$8.35	$0.05	$0.76	$0.24	$0.05	$5.20	$0.02	$53.45

Independent Agreement Employers who do not submit contributions to the CAP-Industry Advancement Program are required to submit an additional twenty-two cents ($0.22) for a total of **ninety-eight cents ($0.98)** per man hour worked to the Operating Engineers Local 66 Joint Apprentice Fund effective 06-01-2025 to 05-31-2026.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Ohio Building & Heavy Highway Agreement Rates, effective 06-01-2026

	Wages	Welfare	Pension	International Training	Apprentice Fund	CAP	Benefit	Annuity	United Way	Total
Class I	$41.42	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$67.04
Lead Engineer	$41.92	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$67.54
Pile Driver	$41.69	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$67.31
Class II	$35.65	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$61.27
Class III	$32.36	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$57.98
Oiler, Fireman, Brakeman, Mechanic Helper	$29.53	$10.75	$8.45	$0.05	$0.81	$0.24	$0.05	$5.25	$0.02	$55.15

Independent Agreement Employers who do not submit contributions to the CAP-Industry Advancement Program are required to submit an additional twenty-two cents ($0.22) for a total of **one dollar and three cents (1.03)** per man hour worked to the Operating Engineers Local 66 Joint Apprentice Fund effective 06-01-2026 to 05-31-2027.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Ohio Building & Heavy Highway Agreement Rates, effective 06-01-2027

	Wages	Welfare	Pension	International Training	Apprentice Fund	CAP	Benefit	Annuity	United Way	Total
Class I	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA
Lead Engineer										
Pile Driver										
Class II										
Class III										
Oiler, Fireman, Brakeman, Mechanic Helper										

Independent Agreement Employers who do not submit contributions to the CAP-Industry Advancement Program are required to submit an additional twenty-two cents ($0.22) for a total of **TBA** per man hour worked to the Operating Engineers Local 66 Joint Apprentice Fund effective 06-01-2027 to 05-31-2028.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

Ohio Building & Heavy Highway Agreement Rates, effective 06-01-2028

	Wages	Welfare	Pension	International Training	Apprentice Fund	CAP	Benefit	Annuity	United Way	Total
Class I	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA
Lead Engineer										
Pile Driver										
Class II										
Class III										
Oiler, Fireman, Brakeman, Mechanic Helper										

Independent Agreement Employers who do not submit contributions to the CAP-Industry Advancement Program are required to submit an additional twenty-two cents ($0.22) for a total of **TBA** per man hour worked to the Operating Engineers Local 66 Joint Apprentice Fund effective 06-01-2028 to 05-31-2029.

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

CLASS I CRANE RATES

	6/1/2024	6/1/2025	6/1/2026	6/1/2027	6/1/2028
CRANES					
0' - 100' Boom	$38.32	$39.72	$41.42	TBA	TBA
101' - 150' Boom	$39.32	$40.72	$42.42		
151' - 200' Boom	$40.32	$41.72	$43.42		
201' - 250' Boom	$41.32	$42.72	$44.42		
251' - 300' Boom	$42.32	$43.72	$45.42		
301' - 350' Boom	$43.32	$44.72	$46.42		
CRANES 200 Ton and Over					
0' - 100' Boom	$39.32	$40.72	$42.42		
101' - 150' Boom	$40.32	$41.72	$43.42		
151' - 200' Boom	$41.32	$42.72	$44.42		
201' - 250' Boom	$42.32	$43.72	$45.42		
251' - 300' Boom	$43.32	$44.72	$46.42		
301' - 350' Boom	$44.32	$45.72	$47.42		

Note: for every additional fifty (50) feet over the above listed booms, the operator receives an additional one dollar ($1.00); ie for a Crane 351-400' boom, the rate would be $44.32 for 2024

Section 8. All equipment both new and old that are not listed in this Collective Bargaining Agreement shall be placed in a Classification decided upon by a Joint Committee equally represented the Union and the Builders Association of Eastern Ohio and Western Pennsylvania.

Section 9. When a Lead Engineer, Mechanic, Operating Engineer or Apprentice Operating Engineer requires assistance in performing their duties, that individual shall be a Member of the International Union of Operating Engineers.

Section 10. When steam or air is derived from a boiler or compressor mounted on a rig used for the purpose of driving pile, a Boiler Operator or Compressor Operator shall be employed in addition to the Oiler. Conditions and overtime pay for Oilers, Apprentice Operating Engineers and Firemen to be the same as for Operating Engineers.

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

Section 11. An Operating Engineer or Apprentice Operating Engineer shall operate a compressor and tugger at Classification I rate of wages when the compressor is used to furnish air for the tugger only. If the air from the compressor is used for other purposes, then an Operating Engineer or Apprentice Operating Engineer shall be employed on the tugger and an Operating Engineer shall be employed on the compressor.

Section 12. An Operating Engineer's or Apprentice Operating Engineer's assigned equipment and shift shall be the deciding factor in the termination of employment or overtime. Further it is to be recognized for the purpose of this Collective Bargaining Agreement that an Operating Engineer or Apprentice Operating Engineer and/or Crew may follow their assigned equipment to another job or project within the jurisdiction of the Union.

Section 13. The Operating Engineer or Apprentice Operating Engineer must have suitable shelter over and around their work in order to protect their lives and health. When gas, electric or skeleton engines are being operated in cold weather, the engine room shall be heated. If, in the opinion of the Business Representative, the conditions of this Section are not being carried out, it will be sufficient reason for the Operating Engineers or Apprentice Operating Engineers to cease work immediately. Rain suits will not be considered suitable shelter.

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

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

Section 14. Employees covered by this Collective Bargaining Agreement shall be employed to operate all house elevators and to also operate all other elevators used for hoisting and lowering construction materials and equipment in buildings under construction until the building is turned over to the owner. When buildings are being remodeled, an Operating Engineer or Apprentice Operating Engineer shall be employed to operate all house elevators and to also operate all other elevators used for hoisting and lowering construction materials and equipment. Turning the elevator over to the owner prior to completion of the construction or remodeling shall not relieve the Employer of its obligation to employ such Operating Engineers or Apprentice Operating Engineers as outlined above unless the only work remaining is "Punchlist" work.

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

Section 15. The Operating Engineer or Apprentice Operating Engineer shall be allowed time for necessary repair work and washing of boilers and must be allowed to use their own judgment as to when the boiler and engine must be washed and repaired. If in the opinion of the

Contractor this work is not required, it shall be referred to a State Safety Inspector.

Section 16. When conveyors are used in conjunction with a fork lift, the fork lift Operating Engineer or Apprentice Operating Engineer shall also operate the conveyor and receive Lead Engineer rate of wages. However, if a conveyor Operating Engineer is hired prior to the fork lift Operating Engineer or Apprentice Operating Engineer being placed on the job, the conveyor Operating Engineer and the fork lift Operating Engineer or Apprentice Operating Engineer shall continue to be employed.

Section 17. In the event an Operating Engineer or Apprentice Operating Engineer fails to report to work at starting time, through no fault of the Employer, his individual piece of equipment may be operated by Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement employed on the job or project provided the Union's Steward, if available, and the District Referral Office have been notified.

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

Section 18. It shall be the responsibility of the Contractor at the beginning of all jobs or projects to provide the Operating Engineers or Apprentice Operating Engineers with a heated shanty in which to change clothes and eat lunch. If the provisions of this section are not complied with it shall be sufficient reason to cease work.

Section 19. An Operating Engineer or Apprentice Operating Engineer shall be employed on all grease trucks and shall drive same.

Section 20. No Employee covered by this Collective Bargaining Agreement may be discharged by an Employer for honoring and/or refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or an affiliated Local Union thereof whose picket line has been authorized and sanctioned by proper Union authorities; nor shall it be considered a violation of the "No Strike" clause, if the International Union of Operating Engineers recognizes the afore stated legal picket line.

ARTICLE XIII
STATEMENT OF POLICY

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

ARTICLE XIV
PROTECTION OF EMPLOYEES

So that Employees working under the terms of this Collective Bargaining Agreement will be protected in case of accident, the Builders Association of Eastern Ohio and

Western Pennsylvania will furnish International Union of Operating Engineers Local 66 a written statement, certifying that their Members carry State Worker's Compensation Insurance, and revise said statement every three (3) months, and the International Union of Operating Engineers Local 66 hereby agrees that any Employer not shown on said statement will be required to file with the Business Representative of the International Union of Operating Engineers Local 66 a copy of their premium payment for Worker's Compensation Insurance before any Member shall begin work for such Employer. The Business Representative shall remove Operating Engineers or Apprentice Operating Engineers from any job where provisions of this Article of the Collective Bargaining Agreement are violated.

ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XVI
JURISDICTIONAL DISPUTES

Section 1. Both parties to this Collective Bargaining Agreement hereby agree to be governed by the provisions of the plan for settlement of jurisdiction disputes as adopted by the Building and Construction Trades Department of the AFL-CIO; the participating Specialty Contractor Employer's Association and the Associated General Contractors of America, Inc.

Section 2. The Union and the Employer shall provide all possible assistance in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

ARTICLE XVII
ARBITRATION

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

2. Grievances or disputes not settled as provided in Paragraph 1. shall be submitted in writing by either party to a Joint Arbitration Board. To be valid, grievances must be submitted within thirty (30) calendar days following the occurrence giving rise to the grievance or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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

4. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and the Secretary shall be permitted to cast a vote. The Chairman shall conduct the meeting of the Joint Arbitration Board in a fair and objective manner. The Secretary is responsible for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

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

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

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

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

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

9. All expenses incurred by either Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

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

11. For the mutual benefit of all concerned and to preserve the useful function of these procedures for those cases where it is most needed, all parties who may have a grievance or dispute are urged to make every diligent and reasonable effort possible to resolve the grievance or

dispute without the use of the Joint Arbitration Board or the Arbitration Panel.

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

13. The Award of the Impartial Arbitrator shall be final and binding on all parties and shall be enforceable in a Court of Law or equity. The Impartial Arbitrator shall have authority only to interpret and apply the provisions of the Contract, and shall have no authority to add to, detract from, or alter its terms.

ARTICLE XVIII
SUBLETTING OF WORK

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

to include the above in their Agreement with the Sub-contractor.

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

ARTICLE XIX
APPRENTICESHIP

Section 1. Effective June 01, 2024, any Contractor employing Operating Engineers or Apprentice Operating Engineers within the boundaries of Columbiana, Mahoning and Trumbull Counties in Ohio and assigned geographical areas shall pay to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program a contribution of sixty-six cents ($0.66) per hour effective 06-01-2024 through 05-31-2029 for each hour worked and for every Employee represented by this Collective Bargaining Agreement that is employed by the Employer.

Employers who are not a part of the Bargaining Unit as specified in the Preamble of this Collective Bargaining Agreement and who refuse to make payments to the Construction Advancement Program as required by Article XXI, CONSTRUCTION ADVANCEMENT PROGRAM, of this Collective Bargaining Agreement shall pay two (2) times the amount of money per hour worked to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program in addition to the amount specified in this Article.

Section 2. In addition to the sixty-six cents ($0.66) per hour 06-01-2024 through 05-31-2029 described in Section 1 of this Article, the Employer shall also contribute one dollar ($1.00) per hour for each hour worked by all Apprentice Operating Engineers to the Western Pennsylvania Operating Engineers Joint Apprenticeship & Training Program.

Section 3. Employers shall make the contributions above noted for the purpose of underwriting the expense of the training and education of Operating Engineers or Apprentice Operating Engineers.

Section 4. If an Employer shall fail to remit to the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program when the same shall be due and payable the Employer shall be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

Section 5. Payments and reports for each monthly contribution period shall be mailed or delivered on or before the fifteenth (15th) day of the following month to the Operating Engineers Local Union 66 Contributions Account, P.O. Box 38662, Pittsburgh, PA 15238, in accordance with Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY of this Collective Bargaining Agreement.

Section 6. Parties signatory to this Collective Bargaining Agreement agree to the establishment of the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program and further agree to abide by all rules and regulations imposed by said Board of Trustees. The training standards of this Board of Trustees, which may be amended from time to time, are hereby incorporated by reference.

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

Section 7. The working rules and conditions contained in this Collective Bargaining Agreement shall apply to Operating Engineers and Apprentice Operating Engineers alike.

Section 8. The Contractor shall employ Apprentice Operating Engineers in accordance with the Western Pennsylvania Operating Engineers Joint Apprenticeship and Training Program Standards under this Collective Bargaining Agreement. When five (5) Operating Engineers are employed, the Contractor's next Employee shall be an Apprentice Operating Engineer provided the Apprentice Operating Engineer employed can perform the job assignment and does not unnecessarily increase the Contractor's work force. The Apprentice Operating Engineer shall be under the direction of the Operating Engineer or Lead Engineer.

ARTICLE XX
PENSION FUND

Section 1. Beginning on the first (1st) day of October, 1960, the Operating Engineers Construction Industry and Miscellaneous Pension Fund shall be in effect, and shall automatically continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to June 1, 2029, of a desire to change.

Section 2. Effective June 01, 2024 the Employer shall pay to the Operating Engineers Construction Industry and Miscellaneous Pension Fund a total sum of eight dollars and ten cents ($8.10), eight dollars and thirty-five cents ($8.35) effective 06-01-2025 and eight dollars and forty-five cents ($8.45) effective 06-01-2026 per hour for each hour worked for each Engineer represented by this Collective Bargaining Agreement that is employed by the Employer within the jurisdiction of this Collective Bargaining Agreement. The amounts for 2027 & 2028 will be allocated at a later date.

Section 3. Monthly reporting forms shall be supplied to the Employer by Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement.

Section 4. If an Employer fails to remit to the Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. when the same shall be due and

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

Section 5. Should it become necessary to change the contribution rate beginning June 1, 2025, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

ARTICLE XXI
CONSTRUCTION ADVANCEMENT PROGRAM

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

The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective January 27, 2016, a copy of which is available for inspection by the parties at the office of the trustees thereof, and which is included herein by reference and made a part hereof. Each Employer covered by this Agreement shall pay an amount as periodically

negotiated between the Employer and the Union for each hour worked for each Operating Engineer, Apprentice Operating Engineer or other employee within the bargaining unit, to the Construction Advancement Program in accordance with instructions on forms furnished by the Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. Effective June 1, 2024, this amount will be based upon hours worked by Operating Engineers or Apprentice Operating Engineers for Employers represented by this Collective Bargaining Agreement in Trumbull, Mahoning and Columbiana Counties in Ohio and assigned geographical areas. Effective June 01, 2024, the said amount shall be twenty-four cents ($0.24) per hour. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this Agreement, the amount may be increased up to a maximum of an additional four cents ($0.04). Any increase to the Construction Advancement Program contribution during the term of this Agreement will be added to the negotiated increase, and said increase shall be borne solely by the Employer. This may be increased a maximum of two cents ($0.02) to provide for the Substance Abuse Program.

The consideration for this Collective Bargaining Agreement is as follows:

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

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

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

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. on or before the fifteenth (15^{th}) day of the following month. Payments post-marked or delivered by messenger after the fifteenth (15^{th}) day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves, and costs of collection arising from late payment.

ARTICLE XXII
OPERATING ENGINEERS LOCAL 66
WELFARE FUND

Section 1. Effective June 01, 2024, the Employer agrees to pay to Operating Engineers Local 66 Welfare Fund the sum of ten dollars and fifty-five cents ($10.55), ten dollars and sixty-five cents ($10.65) effective June 1, 2025, and ten dollars and seventy-five cents ($10.75) effective June 1, 2026 per hour for each hour worked by all Operating Engineers or Apprentice Operating Engineers covered by

this Collective Bargaining Agreement, and by the terms and conditions of the Declaration of Trust, as amended, to provide for participation by the Builders Association of Eastern Ohio and Western Pennsylvania, and by all Employers who become signatory to this Collective Bargaining Agreement. Of this amount, a contribution at the rate of thirty cents ($0.30) per hour for each hour worked shall be deposited to the Retirees Contribution Account. The amounts for 2027 & 2028 shall be allocated at a later date.

Section 2. If an Employer shall fail to remit to the Operating Engineers Local 66 Welfare Fund when the same shall be due and payable, the Employer shall be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

Section 3. Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15^{th}) day of the following month.

Section 4. Should it become necessary to change the contribution rate beginning June 1, 2025, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

ARTICLE XXIII
OPERATING ENGINEERS LOCAL 66
ANNUITY AND SAVINGS FUND

Section 1. Effective June 01, 2024, the Employer agrees to pay to Operating Engineers Local 66 Annuity and Savings Fund the sum of four dollars and ninety-five cents ($4.95), five dollars and twenty cents ($5.20) effective June 1, 2025, and five dollars and twenty-five cents ($5.25) effective June 1, 2026 per hour for each hour worked by all Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement, and by the terms and conditions of Declaration of Trust, as amended, to provide for participation by the Builders Association of Eastern Ohio and Western Pennsylvania, and by all Employers who become signatory to this Collective Bargaining Agreement. The amounts for 2027 & 2028 shall be allocated at a later date.

Section 2. If an Employer shall fail to remit to the Operating Engineers Local 66 Annuity and Savings Fund when the same shall be due and payable, the Employer shall be considered delinquent and in breach of this Collective Bargaining Agreement subject to the provisions of Article XXVIII, FUND AUDITS.

Section 3. Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this

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

Section 4. Should it become necessary to change the contribution rate beginning June 1, 2025, the Union shall notify the Builders Association of Eastern Ohio and Western Pennsylvania sixty (60) days prior to this date.

ARTICLE XXIV
UNITED WAY

Section 1. Effective June 01, 2024, and continuing through May 31, 2029, the Union and the Employer agree to contribute to the United Way a sum of two cents ($0.02) per hour for each hour worked for all Operating Engineers or Apprentice Operating Engineers represented under the terms of this Collective Bargaining Agreement.

Section 2. Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15th) day of the following month.

ARTICLE XXV
OPERATING ENGINEERS LOCAL 66
EMPLOYEE MISCELLANEOUS DEDUCTIONS

Effective June 01, 2024, and continuing through May 31, 2029, the Employer agrees to deduct one dollar and thirty-

four cents ($1.34) per hour for each hour worked for all Operating Engineers or Apprentice Operating Engineers represented by this Collective Bargaining Agreement, provided said Operating Engineer or Apprentice Operating Engineer has signed an authorization card permitting such deduction. The Union agrees to take the responsibility for the solicitation of the authorization cards. It is further agreed that the Union will make a copy of such authorization card available to the Employer upon request.

Section 1.

A. Defense Fund 1 – twenty cents ($0.20), effective June 1, 2024 through May 31, 2029.

B. Operating Engineers Local 66 District #2 Social Fund Account – twenty cents ($0.20), effective June 1, 2024 through May 31, 2029.

C. Operating Engineers Local 66 District #2 Building Fund – twenty-five cents ($0.25), effective June 1, 2024 through May 31, 2029.

D. International Union of Operating Engineers Local 66 District #2 Building Trades Expenses Account – eleven cents ($0.11), effective June 1, 2024 through May 31, 2029.

E. Local 66 PAC CLUB – twenty-five cents ($0.25), effective June 1, 2024 through May 31, 2029.

F. Operating Engineers Local 66 District #2 Contribution Account – five cents ($0.05), effective June 1, 2024 through May 31, 2029.

G. I.U.O.E. Local 66 Scholarship Fund – three cents ($0.03), effective June 1, 2024 through May 31, 2029.

H. Operating Engineers Local 66 District #2 Political Contributing Entity – six cents ($0.06), effective June 1, 2024 through May 31, 2029.

I. Defense Fund 2 - nineteen cents ($0.19), effective June 1, 2024 through May 31, 2029.

Section 2. All Operating Engineers and Apprentice Operating Engineers shall, as part of the aforementioned deduction, contribute three cents ($0.03) per hour to the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program to help defray the cost of training.

In the alternative, Operating Engineers or Apprentice Operating Engineers shall have the option of directing the three cents ($0.03) per hour for each hour worked set forth in this section into Local 66 PAC Club if the Operating Engineers or Apprentice Operating Engineer voluntarily authorizes such contribution by executing a proper checkoff authorization form directing their Employer to make this contribution.

Section 3. Effective June 19, 2000 and modified by vote of the members at additional notified contract ratification meetings up to and including May 22, 2017 all Operating Engineers and Apprentice Engineers will have deducted from their pay effective June 1, 2007 six cents ($0.06) per hour and forward to the District #2 P.C.E. Account. This

will be used to fund the District #2 P.C.E. Account. This amount shall remain in effect until modified at a NOTIFIED MEETING and ratified by a majority of the members present.

Section 4. Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15^{th}) day of the following month.

ARTICLE XXVI
BONDS

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

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

Section 1. Each Employer who is a party to this Collective Bargaining Agreement agrees to submit a monthly report showing all Operating Engineers or Apprentice Operating Engineers covered by this Collective Bargaining Agreement who have been employed during such month, the gross wages paid to such Operating Engineers or Apprentice Operating Engineers, and such other information as may be deemed necessary by the Directors of the Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. to properly administer the affairs of all Trust Funds under their direction. In lieu of sending separate monthly report forms and individual checks or money orders to each of the respective Trust Funds covered by this Collective Bargaining Agreement, the Employer shall prepare one (1) monthly Report Form (in duplicate) and one (1) check or money order for the total amount due all Trust Funds. Such check or money order shall be payable to the Operating Engineers Local Union 66 Contribution Account. One copy of the report, together with a check or money order for the full amount due shall be sent to Operating Engineers Local Union 66 Contribution Account, P.O. Box 38662, Pittsburgh, Pennsylvania 15238. One (1) copy shall be retained by the Employer for their records. Reports shall be submitted for all months of the year irrespective of whether or not the Employer has Employees covered by this Collective Bargaining Agreement.

Section 2. All funds deposited to the Operating Engineers Local Union 66 Contribution Account shall thereafter be distributed to the various Trust Fund Accounts in accordance with the terms of this Collective Bargaining Agreement upon the direction of the Administrator of the Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. acting on behalf of the Directors of the Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. Distribution of these monies shall be in accordance with the prevailing rates of contribution for the respective Trust Funds.

Section 3. Monthly reports and payments are due by the fifteenth (15th) day of the month following the month reported. Reports and payments received or postmarked after the due date shall be considered delinquent, and the Employer submitting delinquent reports and payments shall be considered in violation of this Collective Bargaining Agreement and shall be subject to liquidated damages of five percent (5%) of the amount due, but not less than fifty dollars ($50.00) or more than five hundred dollars ($500.00).

In addition, the Employer shall be assessed an interest charge of one and one-half percent (1½%) per month of the amount of the total delinquency including liquidated damages. After being notified by Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. of the nature of the shortage, an interest charge of one and one-half percent (1½%) per month will be charged on subsequent shortages from initial due date of remittance report. Reports filed without payment attached

shall be considered delinquent on the fifteenth (15th) day of the month following the month in which the work was performed, and liquidated damages and interest charges as specified in this Section will be applied.

Section 4. Should the Employer become delinquent in their payment of wages or fringe benefits to the Trust Funds as provided for in this Collective Bargaining Agreement, the Union may require such Employer to post security for the payment of such delinquencies in the form of a cash or corporate security bond as per the terms of Article XXVI, BONDS. The Union may also require the Employer to submit weekly reports and make payments of weekly fringe benefits. Failure to file these weekly reports and weekly payments shall result in the Union being permitted, notwithstanding any other clause in this Collective Bargaining Agreement, to withhold the services of the Operating Engineers or Apprentice Operating Engineers until such time the reports are submitted and the payments are made.

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

Section 5. Should the Employer have no delinquency for a period of twelve (12) consecutive months from the date such surety or Non-Revocable Bond is pledged, said surety or Non-Revocable Bond will no longer be required.

Section 6. In the event that the Employer is unable or unwilling to post surety or a Non-Revocable Bond as required above, the Union shall have the right to withdraw and refuse to send any Operating Engineers or Apprentice Operating Engineers to said Employer. Such action shall not be deemed a violation of any terms of this Collective Bargaining Agreement.

ARTICLE XXVIII
FUND AUDITS

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

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

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

ARTICLE XXIX
WORKING DUES

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

LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY.

Section 2. Payments and reports for each monthly contribution period shall be mailed or delivered to Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc. together with all other fringe benefit payments in accordance with the provisions of Article XXVII, SUBMITTING REPORTS AND CONTRIBUTIONS, LIQUIDATED DAMAGES AND INTEREST CHARGES FOR DELINQUENCY, of this Collective Bargaining Agreement on or before the fifteenth (15^{th}) day of the following month.

Section 3. The International Union of Operating Engineers Local 66 agrees to hold all Authorization cards obtained from Employees represented by this Union and covered by this Collective Bargaining Agreement, and shall upon request, affirm to any interested Employer the fact that such an Authorization card is being held by it. Upon revocation, if any, the Union shall promptly notify the Employer in writing of the name of the Employee and the date of such revocation.

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

ARTICLE XXX
NON-COMPETITIVE WORK

There are specific jobs within the scope of this Collective Bargaining Agreement for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. On jobs where Non-Union competition is involved, the International Union of Operating Engineers Local 66 will meet with the Builders Association of Eastern Ohio and Western Pennsylvania to discuss possible methods of making signatory Contractors competitive.

ARTICLE XXXI
JOINT LABOR-MANAGEMENT
DRUG/ALCOHOL ABUSE PROGRAM

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

1. POLICY STATEMENT - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the International Union of Operating Engineers Local 66 have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, alcohol-free, safe, healthy work environment for all of its Employees.

2. DEFINITIONS

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

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

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

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

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

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

3. CONFIDENTIALITY

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

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

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

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

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

4. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

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

a. Use, possess, dispense or receive prohibited substances on or at the job site; or
b. Report to work with any measurable amount of prohibited substances in their system.

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

In all other cases:
Applicants testing positive for drug use will not be hired.

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

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

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

Employees found selling or distributing drugs will be terminated.

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

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

Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreements.

5. DRUG/ALCOHOL TESTING

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

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

A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported

to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on-site representative to be present.

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

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

Employees may also be tested on a voluntary basis.

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

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

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

The Company will bear the costs of all testing procedures.

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

6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM.

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

If treatment necessitates time away from work, the Company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed-upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated in their former employment status, if work for which they are qualified exists.

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

ARTICLE XXXII
REFERRAL AGREEMENT

Section 1. The Union shall refer, upon the Employer's request, under the terms and conditions of this Collective Bargaining Agreement, Operating Engineers or Apprentice Operating Engineers registered with the Union in the Classification requested as provided for in this Article. These registrants shall be competent and qualified field construction Operating Engineers or Apprentice Operating Engineers. The Employer in requesting the Union to furnish such registrants shall notify the Union either in writing or by telephone stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of Operating Engineers or Apprentice Operating Engineers required. The Union does not warrant the competence of registrants referred.

In the event the Union is unable to fill requisitions for Employees within thirty-six (36) hours, the Employer may employ applicants from any other available source.

In the event the Employer cannot fill the requisitions for Employees within thirty-six (36) hours, the Employer must hire the next competent Operating Engineer as provided for in this Collective Bargaining Agreement.

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

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

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

Section 5.

GROUP "A"

1. Operator
2. Oiler/Apprentice

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

1. have been available for employment as an Operating Engineer within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union,

2. have been employed by Employers who have a Collective Bargaining Agreement by and between the International Union of Operating Engineers Local 66 which contains this Referral Agreement and have been employed under said Collective Bargaining Agreement and have worked within the geographical area constituting the normal

Construction Labor Market covered by the jurisdiction of this Union,

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

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

1. the applicant again becomes available for employment as an Operating Engineer within the geographical area constituting the normal Construction Labor Market covered by the jurisdiction of this Union and,

2. the applicant can verify that their unavailability for employment was not based upon any effort on their part to undermine the purposes of this Collective Bargaining Agreement as set forth in the preamble.

GROUP "B"

1. Operator 2. Oiler/Apprentice

All applicants who for the past three (3) years have met the requirements as stated above or any applicant in Group "C" who satisfactorily completes testing at the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program Site on three (3) pieces of equipment in

Classification I or Classification II of Article XII, CLASSIFICATIONS AND WAGE RATES, may upon verification by the training program have their name moved to Group "B".

GROUP "C"

1. Operator 2. Oiler/Apprentice

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

GROUP "D"

1. Operator 2. Oiler/Apprentice

All other applicants for employment

Section 6. Apprentice Operating Engineers shall be assigned by the Western Pennsylvania Operating Engineers Joint Apprentice and Training Program Joint Apprenticeship Committee. During their first (1st) and

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

Preference of referral for Oiler, Brakeman, Deck Hand, and Mechanic Helper shall be assigned to registered apprentices.

In order to enhance apprentice training opportunities, these apprentice engineers will be permitted to operate other equipment on the site on an as needed basis. It is understood the intent of this paragraph is not to replace a full time operator's job.

Graduating apprentices shall have the above listed job classifications removed from their job registration list and will no longer be eligible to be dispatched to those above listed classifications. In the event an apprentice engineer requires more time to be trained after he has graduated, the Union shall request a waiver from this provision, which will be submitted and reviewed by the Operating Engineers Joint Apprenticeship Committee.

Section 7. Any person may register as available for employment within the Classification to which they are entitled at any of the District Offices located within the

geographical area of the Union. Registration at any one of the District Offices shall eliminate the registrant from the right to register at any other District Office. Each District Office will maintain a separate Out-of-Work Listing for the available registrants covered by said office. Registrants may move their registration from one referral office to that of another but in so doing they will be registered at the bottom of their respective priority groups for that office.

Section 8. Any person may register as available for employment according to their established ability, as an Operator or as an Oiler/Apprentice. Registration in one category eliminates the registrant from consideration in the other category. A registrant may switch their category if they are willing to give up their standing in the category under which they were previously listed. In so doing, their name will be placed at the bottom of the list of the new category.

Other than registered apprentices, only job applicants who were registered as oilers on the Dispatch out-of-work list prior to June 1, 2010 shall be permitted to be referred for employment as an Oiler.

All references to Oiler shall be changed to Oilers/Apprentice Engineers.

Section 9. In the event an Employee cannot report at starting time, the Employee shall call the Dispatch Office for a replacement and the Dispatch Office shall contact the employer.

In the event a registrant accepts as a replacement an employed Employee's job whose replacement is necessitated by an excusable absence, then such Registrant shall resume their original place on the referral list upon the re-employment of the replaced Employee.

Section 10. When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the Operating Engineer or Apprentice Operating Engineer and/or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such Employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or any replacement thereof, whichever is later.

Section 11. Preferred "A" Status
Both the Union and the Employer recognize the Operating Engineers employed under this section are the ones who have reached the age where their productivity of operating heavy equipment has been restricted because of high speed and technical advances, has attained a bonafide physical handicap or has been injured in an industrial accident while employed as an Operating Engineer and can be utilized on the following described work and be given priority of referral.

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

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

Therefore, it is further understood and agreed that when the Employer employs Operating Engineers not currently in their employ for any equipment listed in this section, the Employer shall call the Referral Office servicing their job or project and request that an Operating Engineer qualifying under the Preferred “A” Status be dispatched to service and operate said equipment or plant. Any Operating Engineer or Apprentice Operating Engineer currently employed by an Employer can be used to operate any of the above listed equipment not to exceed three (3) continuous work days.

Workers registering in this Preferred “A” Status shall be ineligible to register and shall not work in any classification other than those specified in this section.

Operating Engineers registering in this Preferred “A” Status shall be fifty-five (55) or more years of age and have had at least fifteen (15) years employment or availability for employment in any one or more Classifications contained Article XII, CLASSIFICATIONS AND WAGE RAGES, in this Collective Bargaining Agreement of the type or kind of craft work covered by this Collective Bargaining Agreement, in the geographic area defined in this Collective Bargaining Agreement; provided however that person does not meet such requirements but who has a physical handicap preventing their employment in any Classification contained in Article XII, CLASSIFICATIONS AND WAGE RATES, or acquired

such handicap as a result of an industrial accident while employed as an Operating Engineer or Apprentice Operating Engineer or military service accident shall be permitted to so register. All workers who are on the Preferred "A" list by virtue of a doctor's certificate, are required to submit a new certificate every sixty (60) days stating they are unable to return to regular duties. Failure to do so will result in the removal of such workers from the list.

Section 12. When an Employer states requirements for special skills or abilities in their request for Registrants, the Union shall refer the first Registrant on the register possessing such skills or abilities regardless of the place or Classification of such Registrant on the register.

Section 13. In each District Office the Union shall maintain a separate list for each of the four (4) priority groups and the Classifications within such groups set forth above and shall list the Registrants within each group and Classification in the order in which they registered as available for employment.

Section 14. In referring Registrants to the Employer, the Union shall first refer Registrants in Group "A" depending upon the Classification of work involved, in the order of their places on the Out-of-Work List in the District Office, and then refer Registrants in the same manner successively from the Out-of-Work List for group "B", "C", "D". Any Registrant who is rejected by the Employer shall be restored to their place on the list for their group and Classification. When a Registrant is referred for employment for eleven (11) work days, reporting time days

shall not be counted as work days, such Registrant's name shall be removed from the Out-of-Work List. When their employment terminates, they shall be registered at the bottom of the appropriate group list on which they are entitled to be registered. If a Registrant, upon being referred for employment in regular order refused to accept employment one (1) time without reasonable justification, such Registrant's name shall be placed at the bottom of the group list on which they are registered.

Any applicant who transfers membership to another local union or receives a withdrawal card shall forfeit group standing on the referral list. Should the applicant again become available for employment on the Local 66 referral list, the applicant will be qualified to be registered in group D.

Section 15. Re-registration as available for referral must be made in person or by personal phone call to the Dispatcher and shall be accepted by the Union at any time during its customary office hours. ANSWERING MACHINES AND/OR VOICE MAIL CALLS FOR RE-REGISTRATION WILL NOT BE RECOGNIZED. New registration shall be accepted by the Union one (1) time each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the Union Office and in any other place where notices to Employees and applicants for employment are customarily posted.

Section 16. Unemployed Registrants must re-register every thirty (30) days in person or by personal phone call to the Dispatcher as to availability for employment in order

to remain active on the registration list; any Registrant if not renewed within thirty (30) days will be considered invalid and not available for employment and the Registrant's name will be removed from the list. The re-registration thirty (30) day period will commence from the first day of registration.

Section 17. The Union will use its best efforts to notify a Registrant for referral when such Registrant is to be referred to a job pursuant to the request of the Employer, but assumes no obligation or responsibility for failure to locate such Registrant.

Section 18. The priority of referral set forth above shall be followed except where the Employer requests a Registrant in Group "A", "B", or "C" for the manning of all machines in Classification I and Classification II and Oilers providing that the Registrant is available for employment and has not refused employment (except for just cause) with any other Employer, immediately preceding the request, and providing further the request is made at the Dispatch Office servicing the job or project site in writing, stating the Registrant's name and type of job called for, in which case the Union shall pass over other Registrants possessing similar skills and abilities for the job specified. The Registrant so requested shall have the right to accept or reject such employment. A request will not be honored in the event the request is to fill the vacancy of a challenged discharge of an Employee.

Section 19. If an Employee is working for an Employer and quits or is fired they shall void any right to be dispatched if requested by name until they have completed

a satisfactory assignment with another Employer through the normal Referral Agreement.

Section 20. An Employer shall have the right to request, by name, in writing to the job area Dispatch Office that a particular person on that Dispatch Office's Out-of-Work List in Classifications, "A", "B", "C", or "D", be referred to them for employment when they reach the top of the out-of-work list, of that Dispatch Office in accordance with the provisions of Section 15, provided that they are willing to guarantee that person work in a Classification which they are qualified to perform when they are referred pursuant to such request.

Section 21. The Union shall require all Registrants that are available for employment who have not previously registered to submit a true and accurate resume of their experience and qualifications.

Section 22. In the event any Registrant is aggrieved with respect to the functioning of this Referral Agreement, they may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral and the Employer involved, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged.

The Appellate Tribunal consisting of an Employer Representative, a Union Representative and an Impartial Chairman appointed jointly by the Employer and the Union shall consider such grievance and render a decision, which shall be final and binding upon the aggrieved Registrant,

the Employer and the Union. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Collective Bargaining Agreement, and its decision shall be in accordance with the terms of this Referral Agreement.

Section 23. The Union and the Employer shall post, in places where notices to Employees and Registrants for employment are customarily posted, all provisions of the Referral Agreement.

Section 24. The Union will indemnify and hold the Employer harmless for any payment of lost wages the Employer is required to make for any Registrant for employment or aggrieved Employee and for its reasonable costs and expenses, including attorney's fees, court costs and other disbursements resulting from or occasioned by any discriminatory practice on the part of the Union in the operation of the foregoing referral system.

Section 25. In the event that there is a determination by any Federal, State Court or by any Federal, State, or Municipal Board, Agency, or Commission that the foregoing referral system has been or is being operated by the Union in a discriminatory manner, the Employer shall be free to hire Employees from any source or area with respect to jobs covered by such determination.

Section 26. DEFINITIONS

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

Thirty-three (33) Counties in Western Pennsylvania in addition to Columbiana, Mahoning and Trumbull Counties in the State of Ohio, including the action of the IUOE General Executive Board in Case #16 on January 31, 1972, which established the territorial dividing line between any local Unions separated by a body of water shall be divided at the middle of the body of water, all of the which comes under the jurisdiction of the Local Union.

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

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

DISTRICT OFFICES are offices established in centrally located areas within the jurisdiction of the Union to accommodate the Operating Engineers or Apprentice Operating Engineers and the Employers and may be moved

by the Union from time to time to accommodate the work areas.

Section 27. There will be no loss of group standing because of absence due to Military Service providing they have had an Honorable Discharge or service as a Union Official or Employee on a Union related job.

Section 28. Notwithstanding any other provision in this Collective Bargaining Agreement it shall be a condition of employment and/or registration for employment, that all Employees and prospective Employees covered by this Collective Bargaining Agreement, who are not members of the Union shall be required to pay a service fee or such other amount as may be hereafter agreed upon at the time of registration, and no more frequently than on a calendar quarterly basis thereafter payable in advance in order to maintain their registration eligibility in consideration of services performed by the Union, including the negotiations enforcement of Collective Bargaining Agreements, the maintenance of Referral Offices, and the other Union activities performed for the general interest of all Employees represented by this Collective Bargaining Agreement. The name of a non-paying Registrant shall be stricken from the list at the close of the first day of the next eligible quarter.

Section 29. In the event a Registrant is discharged by the Employer as being incompetent and does not exercise their rights under Section 22 of this Referral Agreement, the piece of equipment they have been discharged from shall be stricken from their referral record and they shall not be dispatched to that type of equipment until they have:

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

-- OR --

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

Section 30. A Registrant may, by obtaining a letter from a previous Employer, who has a Collective Bargaining Agreement by and between the International Union of Operating Engineers Local 66 which contains this Referral Agreement and has been employed under said Collective Bargaining Agreement and has worked within the geographical area constituting the normal construction labor market covered by the jurisdiction of this Union, update their Classification.

ARTICLE XXXIII
MANNING OF MINOR EQUIPMENT
HEAVY-HIGHWAY
BUILDING CONSTRUCTION

Section 1. The servicing and maintenance of all mechanical equipment regardless of power used is recognized as the jurisdiction of the International Union of Operating Engineers, including light plants, generators,

mechanical heaters, compressors, pumps, welding machines, and conveyors.

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

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

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

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

One (1) compressor three hundred and fifty (350) CFM.

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

Section 3. When an Operating Engineer or Apprentice Operating Engineer is employed on the job or project, they will be permitted to start and stop four (4) of the following pieces of equipment and will be reimbursed twenty-five

cents ($0.25) per hour in addition to their regular rate of wages for that day for each minor piece of equipment.

Compressor three hundred and fifty (350) CFM or less

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

Single unit conveyor

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

Generator or light plants five (5) KW and over

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

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

The maximum number of Operating Engineers or Apprentice Operating Engineers receiving the twenty-five cents ($0.25) per hour shall not exceed four (4) on any one job or project. It is further understood that when four (4) pieces of equipment under Section 3 are used on a job and the fifth (5^{th}) piece of equipment is put into operation, the Contractor shall employ a Minor Equipment Operator at the Classification III rate of wages and shall also pay one (1) other Operating Engineer or Apprentice Operating

Engineer an additional twenty-five cents ($0.25) per hour for starting and stopping the fifth (5th) piece of equipment. This shall also apply for the sixth (6th) through the eighth (8th) pieces of equipment. The intent being that the Contractor is permitted to recycle the limit of four (4) pieces of equipment under Section 3.

The Business Representative shall designate the Operating Engineers or Apprentice Operating Engineers who are to receive the twenty-five cents ($0.25) per hour.

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

Section 5. It is understood on mechanical heaters and electrical pumps the Operating Engineer or Apprentice Operating Engineer is only employed during normal working hours of the project.

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

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

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

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

Section 6. This Article shall be consistent with the terms and conditions of Article XXXIV through Article XXXVII, TERMS AND CONDITIONS OF HEAVY-HIGHWAY and Article XXXVIII through Article XLIII, TERMS AND CONDITIONS OF BUILDING CONSTRUCTION.

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

ARTICLE XXXIV
WORK SCOPE - HEAVY-HIGHWAY

The work under this section of this Collective Bargaining Agreement shall consist of moving, loading and unloading of all equipment. The work under this Collective Bargaining Agreement shall also include the setting up, operating, maintaining, repairing and dismantling all equipment on all Heavy-Highway and all underground utility line work. The utility line work herein covered shall include all underground utility work to within five feet (5') of a building. All hoisting and portable engines, generator sets, hoists, concrete mixers, power rollers, power shovels, trenching machines, cable ways, cranes, derricks, locomotives, pile drivers, back fillers, bulldozers, tractors or combination of tractors, scrapers, permanent lift or electric cranes when used for hoisting or lowering materials, helicopters, helicopter hoist operators, land-sea going vehicles, and any new equipment coming under the jurisdiction of the International Union of Operating Engineers and Article XII, CLASSIFICATIONS AND WAGE RATES, of this Collective Bargaining Agreement.

Operating Engineers or Apprentice Operating Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment, sinking well point systems and all piping in connection with well points systems, burning, welding, installing, repairing and maintaining all equipment including vibrators, tampers and mechanical heaters, and all other work as by jurisdiction or

custom has been performed by the International Union of Operating Engineers and all other work coming under the jurisdiction of the International Union of Operating Engineers.

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

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

Structural steel and pre-stressed beams when erected on a Heavy-Highway project shall be performed under the terms and conditions of the Building Construction Articles. Hazardous Waste/Toxic Material and Asbestos Remediation Projects will be done under the terms and conditions of Article XXXIV through Article XXXVII, HEAVY-HIGHWAY only if consistent with Article XXXIV, WORK SCOPE, HEAVY-HIGHWAY and shall be consistent with the terms and conditions of Article XLIV, HAZARDOUS WASTE, TOXIC MATERIAL PROJECTS and Article XLV, ASBESTOS REMEDIATION PROJECTS.

Tax supported funds, recreation area development only. It is agreed that when an area is being developed by tax

supported funds for the purpose of recreation for the General Public the following rules will apply.

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

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

ARTICLE XXXV
WORKING HOURS AND REPORTING TIME
HEAVY-HIGHWAY

Section 1. Eight (8) or ten (10) hours shall constitute a day's work. When weather does not prevent working, Operating Engineers or Apprentice Operating Engineers and/or Crew shall be assured a full day's work each day they report to the job or project site.

Starting time shall be between 6:00 a.m. and 9:00 a.m.

In the event a project owner or government agency institutes project specifications restrict the starting time of a shift, the contractor may schedule the shift to meet these specifications upon notification of the Union.

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

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

Section 2. A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day, and the following shall be applicable:

In case of inclement weather or asphalt plant breakdown only, if the Operating Engineers or Apprentice Operating Engineers and/or Crew report for work, they shall be given no less than two (2) hours at their regular rate of wages. However, if placed at work they shall receive a minimum of four (4) hours of employment at the prescribed rate of wages for that day. If work proceeds past the four (4) hours they shall receive pay for actual hours worked.

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

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

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

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

Section 4. When Operating Engineers or Apprentice Operating Engineers are placed on call for more than three (3) working days, they shall, upon their request, be laid-off and paid all wages due them.

Section 5. Operating Engineers or Apprentice Operating Engineers shall not be discharged for failure to report to the job when weather conditions are such that it is a matter of judgment by the Operating Engineers or Apprentice Operating Engineers as to whether they can work or not. By not reporting, they shall receive no wages or fringe benefits for that shift.

Section 6. Operating Engineers or Apprentice Operating Engineers and/or Crew shall have charge of all setting up, taking down, operating, maintaining and repairing of all equipment listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

Section 7. Lunch period shall be at the midpoint of the shift. Thirty (30) minutes shall constitute the lunch period. Work performed by the Operating Engineer or Apprentice Operating Engineer during the lunch period shall be paid for at the correct overtime rate of wages.

Section 8. When Operating Engineers or Apprentice Operating Engineers are working on asphalt paving projects the lunch period may vary to any one-half (½) hour interval between 11:30 A.M. and 1:30 P.M.

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

Section 9. Coffee breaks are permitted at the work station. Coffee breaks shall not exceed ten (10) minutes per shift. If it is not possible to be taken at the work station, the Foreman and Steward shall agree to other arrangements. If they are unable to agree, the Builders Association of Eastern Ohio and Western Pennsylvania and the Business Representative shall be notified.

Section 10. This Article shall be consistent with the terms and conditions of Article XXXVI, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, HEAVY-HIGHWAY.

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

Section 1. A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day.

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

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

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

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

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

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

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

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

Section 2. When using the eight (8) hour day, five (5) day work week, Monday through Friday, provision with Saturday as a make-up day, all hours worked in excess of eight (8) hours in a day shall be paid at the one and one-half (1½) times the rate of wages.

When using the ten (ten) hour day, four (4) day work week, Monday through Thursday, provision with Friday as a make-up day, all hours worked in excess of 10 (ten) hours in a day shall be paid at the one and one-half (1½) times the rate of wages.

All hours worked on Saturdays, Sundays or Holidays shall be paid at one and-one-half (1½) times the regular rate of wages.

Section 3. When two (2) shifts are to be worked on any operation, the first shift or day shift shall start between 6:00 a.m. and 9:00 a.m. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractors may use their own judgment as to the elapsed time between shifts.

The first (1st) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period.

The second (2nd) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period and shall also be paid one (1) additional hour per shift at the straight rate of wages.

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

terms and conditions of this Article if said Employee reports to work.

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

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

Section 4. When three (3) shifts are to be worked on any operation, the first (1st) shift or day shift shall start between 6:00 a.m. and 9:00 a.m. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractors may use their own judgment as to the elapsed time between shifts.

The first (1st) shift or day shift shall consist of eight (8) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period; all time worked in excess of eight (8) hours shall be paid at the overtime rate of wages.

The second (2nd) shift from late afternoon until night shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages. Operating Engineers or Apprentice Operating Engineers and/or Crew working on the second (2nd) shift of a three (3)

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

The third (3rd) shift from night until morning shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period, and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

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

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

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

Section 5. On shift work of pumps, light plants, generators or heaters, they may continue to run during the lunch recess without any charge for the Operating Engineer, provided no other craft is receiving overtime wages for this period.

Section 6. The days recognized in this Collective Bargaining Agreement as Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be paid for at the rate of one and one-half (1½) times the regular rate of wages. If said Holiday falls on Sunday, and is celebrated on Monday, then Monday shall be considered as a Holiday and paid at the rate of one and one-half (1½) times the regular rate of wages.

NO WORK SHALL BE DONE ON LABOR DAY UNLESS ABSOLUTELY NECESSARY FOR THE PROTECTION OF LIFE OR PROPERTY. When such work is done it shall be paid for at the rate of one and one-half (1½) times the regular rate of wages.

Section 7. All work done between the established starting time on Friday and the established starting time on Saturday shall be paid at the straight time rate of wages. All work done between the established starting time on Saturday and the established starting time on Sunday shall be paid at the one and one-half (1½) times the rate of wages. All work done between the established starting time on Sunday and the established starting time on Monday shall be paid at the one and one-half (1½) times the rate of wages.

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

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

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

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

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

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

ARTICLE XXXVIII THROUGH ARTICLE XLII ARE APPLICABLE TO THE TERMS AND CONDITIONS OF BUILDING CONSTRUCTION

ARTICLE XXXVIII
WORK SCOPE - BUILDING CONSTRUCTION

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

Operating Engineers or Apprentice Operating Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment, sinking well points systems and all piping in connection with well points

systems, burning, welding, installing, repairing and maintaining all equipment including vibrators, tampers and mechanical heaters, and all other work as by jurisdiction or custom has been performed by the International Union of Operating Engineers and all other work coming under the jurisdiction of the International Union of Operating Engineers and shall be under the direct supervision of the Lead Engineer when employed under the terms and conditions of Article XLII, LEAD ENGINEER, BUILDING CONSTRUCTION.

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

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

ARTICLE XXXIX
WORKING HOURS AND REPORTING TIME
BUILDING CONSTRUCTION

Section 1. Eight (8) or ten (10) hours shall constitute a day's work. When weather does not prevent working, Operating Engineers or Apprentice Operating Engineers and/or Crew shall be assured a full day's work each day they report to the job or project site.

Starting time shall be between 6:00 a.m. and 9:00 a.m.

Section 2. Reporting time IS NOT applicable to Operating Engineers or Apprentice Operating Engineers and/or Crews on equipment listed in Classification I, Article XII, CLASSIFICATIONS AND WAGE RATES.

Section 3. Operating Engineers and Apprentice Operating Engineers on equipment listed in Classifications II and Classification III, Article XII, CLASSIFICATIONS AND WAGE RATES, shall receive two (2) hours reporting time unless notified the day previous not to report. If placed to work on a straight time day, they shall receive eight (8) hours or ten (10) hours at the straight time rate of wages. If reporting on a Saturday, they shall receive two (2) hours at the one and one-half (1½) times rate of wages. If placed to work on a Saturday, the Employees shall receive a minimum of eight (8) hours at the one and one-half (1½) times rate of wages. If reporting on a Sunday or a Holiday, they shall receive two (2) hours at the two (2) times rate of wages. If placed to work on a Sunday or a Holiday, they shall receive a minimum of eight (8) hours at the two (2) times rate of wages. The pay of eight (8) hours, if placed at work, is dependent on the Employees remaining on the job, to the end of the shift and doing maintenance and repair work, weather permitting, unless authorized to leave by the Contractor's representative.

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

Section 4. For any Operating Engineer or Apprentice Operating Engineer who is NOT operating equipment covered under Article XII, CLASSIFICATIONS AND WAGE RATES, Classification I, the Contractor shall notify the Employee by 8:00 P.M. if they are not to report to work the next day.

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

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

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

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

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

Section 5. Operating Engineers or Apprentice Operating Engineers and/or Crew shall have charge of all setting up, taking down, operating, maintaining and

repairing of all equipment listed in Article XII, CLASSIFICATIONS AND WAGE RATES of this Collective Bargaining Agreement.

Section 6. Lunch period shall be at the midpoint of the shift. Thirty (30) minutes shall constitute the lunch period. Work performed by the Operating Engineer or Apprentice Operating Engineer during the lunch period shall be paid for at the correct overtime rate of wages.

Section 7. Lull and Forklift Operating Engineers or Apprentice Operating Engineers will be guaranteed eight (8) hours pay each day they report to work except in case of inclement weather when the Operating Engineers or Apprentice Operating Engineers shall be guaranteed two (2) hours reporting pay plus hours worked.

Section 8. Coffee breaks are permitted at the work station. Coffee breaks shall not exceed ten (10) minutes per shift. If it is not possible to be taken at the work station, the Foreman and Steward shall agree to other arrangements. If they are unable to agree, the Builders Association of Eastern Ohio and Western Pennsylvania and the Business Representative shall be notified.

Section 9. This Article shall be consistent with the terms and conditions of Article XL, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION and Article XLIII, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

ARTICLE XL
WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS
BUILDING CONSTRUCTION

Section 1. A Contractor may use the eight (8) hour day, five (5) day work week, Monday through Friday, however, this work schedule will not have the use of a make-up day.

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

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

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

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

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

receive overtime rate of wages for the Friday make-up day subject to this Article.

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

Section 2. When using the eight (8) hour day, five (5) day work week, Monday through Friday, provision with no make-up day, all hours worked in excess of eight (8) hours in a day shall be paid at the one and one-half (1½) times the rate of wages.

When using the ten (10) hour day, four (4) day work week, Monday through Thursday, provision with Friday as a make-up day, all hours worked in excess of ten (10) hours in a day shall be paid at the one and one-half (1½) times the rate of wages.

All hours worked on Saturdays shall be paid at one and-one-half (1½) times the regular rate of wages. All hours worked on Sundays and Holidays shall be paid at two (2) times the rate of wages.

Section 3. When two (2) shifts are to be worked on any operation, the first (1^{st}) shift or day shift shall start at either between 6:00 a.m. and 9:00 a.m. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts.

No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractor may use their own judgment as to the elapsed time between shifts.

The first (1st) shift shall consist of eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period.

The second (2nd) shift shall constitute eight (8) or ten (10) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period and shall also be paid one additional hour per shift at the straight time rate of wages.

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

Section 4. When three (3) shifts are to be worked on any operation, the first (1st) shift or day shift shall start at either between 6:00 a.m. and 9:00 a.m. The Employer may establish the shifts to suit conditions. However, the established starting time shall remain the same for the remainder of the job, unless mutually agreed by the Union and the Employer to make additional changes of shifts. No more than one (1) hour shall intervene between shifts, except where frost conditions become a factor; then the Contractor may use their own judgment as to the elapsed time between shifts.

The first (1st) shift or day shift shall consist of eight (8) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period; all time worked in excess of eight (8) hours shall be paid at the overtime rate of wages.

The second (2nd) shift from late afternoon until night shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages.

The third (3rd) shift from night until morning shall consist of seven (7) hours at the straight time rate of wages, exclusive of one-half (½) hour of lunch period, and shall be paid for eight (8) hours and all time worked in excess of seven (7) hours shall be paid at the overtime rate of wages. All shifts in operation will work as a regular shift not to exceed 8:00 A.M. Saturday morning.

Section 5. On shift work of pumps, light plants, generators or heaters, they may continue to run during the lunch time without any charge for the Operating Engineer, provided no other craft is receiving overtime for this period.

Section 6. The days recognized in this Collective Bargaining Agreement as Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be paid for at the rate of two (2) times the regular rate of wages. If said Holiday falls on Sunday, and is celebrated on Monday, then Monday shall be considered as a Holiday and paid at the rate of two (2) times the regular rate of wages.

NO WORK SHALL BE DONE ON LABOR DAY UNLESS ABSOLUTELY NECESSARY FOR THE PROTECTION OF LIFE OR PROPERTY. When such

work is done it shall be paid for at the rate of two (2) times the regular rate of wages.

Section 7. All work done between the established starting time on Friday and the established starting time on Saturday shall be paid at the straight time rate of wages. All work done between the established starting time on Saturday and the established starting time on Sunday shall be paid at the one and one-half (1½) times the rate of wages. All work done between the established starting time on Sunday and the established starting time on Monday shall be paid at the two (2) times the rate of wages. This Article shall be consistent with the terms and conditions of Article XXXIX, WORKING HOURS AND REPORTING TIME, BUILDING CONSTRUCTION, and Article XLIII, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

ARTICLE XLI
RULES GOVERNING DEACTIVATION AND REACTIVATION OF EQUIPMENT BUILDING CONSTRUCTION

Section 1. When a weekly rated Operating Engineer or Apprentice Operating Engineer and/or Crew, Article XII, CLASSIFICATIONS AND WAGE RATES, Classification I, assigned equipment is deactivated, the equipment must remain deactivated for one (1) working day. In the event this equipment is reactivated within this period of time, one (1) day, the Operating Engineer or Apprentice Operating Engineer and/or Crew assigned to the equipment at the time of deactivation shall be re-employed and reimbursed for all time lost at the prescribed rate of wages. In the event the Operating Engineer or

Apprentice Operating Engineer and/or Crew of the deactivated equipment has received gainful employment during the time the equipment was deactivated, and the equipment is reactivated, the next Operating Engineer or Apprentice Operating Engineer and/or Crew that is qualified on the referral list shall be employed and receive compensation for loss of job opportunity unless mutual agreement is reached between Employer and Business Representative to permit the Operating Engineer or Apprentice Operating Engineer and/or Crew to work the machine during the one (1) working day without penalty.

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

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

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

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

Section 2. When an Operating Engineer or Apprentice Operating Engineer and/or Crew operates equipment through the work week, they shall also be given the option to operate this equipment on Saturdays, Sundays, Holidays and overtime.

ARTICLE XLII
LEAD ENGINEER
BUILDING CONSTRUCTION

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

project employing Operating Engineers or Apprentice Operating Engineers.

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

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

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

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

The Lead Engineer will be under the direction of Management, hire and lay-off Employees covered by the Collective Bargaining Agreement, and supervise the operation, maintenance and repair of all equipment coming under the jurisdiction of the International Union of Operating Engineers.

If the Employer should give the Business Manager of the Union a forty-eight (48) hour prior notice of the need of a Lead Engineer, he shall have the opportunity to review the proposed Employee's names. Failure to give the forty-eight (48) hour notice shall give the Business Manager the right to place the Lead Engineer without prior consultation with the Employer. The Lead Engineer's duties shall be confined to the job or project operation. The Lead Engineer shall be responsible to none other than the Job Superintendent or the Contractor.

Section 2. When a Lead Engineer is employed, they shall work when three (3) or more Operating Engineers or Apprentice Operating Engineers, exclusive of oilers, brakemen, firemen, deck hands or mechanic helpers, are working on their shift. If there is a multiple shift operation, this section applies for each shift. This section applies for overtime work and inclement weather work.

Section 3. This Article shall be consistent with the terms and conditions of Article XXXIX, WORKING HOURS AND REPORTING TIME, BUILDING CONSTRUCTION, Article XL, WORK WEEK, SHIFT WORK, OVERTIME AND HOLIDAYS, BUILDING CONSTRUCTION and Article XLIII, 40-HOUR PAY PROVISION, BUILDING CONSTRUCTION.

ARTICLE XLIII
40-HOUR PAY PROVISION
BUILDING CONSTRUCTION

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

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

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

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

In the event of inclement weather, employees on classification I will be paid in accordance with Article XL, Section 3.

ARTICLE XLIV
HAZARDOUS WASTE/TOXIC MATERIAL PROJECTS

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

Wages for Employees working in direct contact with a hazardous waste/toxic material which is classified Level A or Level B by the United States Environmental Protection Agency and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wage rates listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

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

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

Ohio Building and Heavy Highway Agreement Hazmat A & B Rates

	6/1/2024	6/1/2025	6/1/2026	6/1/2027	6/1/2028
	A & B	A & B	A & B	A & B TBA	A & B TBA
Class I	$45.98	$47.66	$49.70		
Lead Engineer	$46.58	$48.26	$50.30		
Pile Driver	$46.31	$47.99	$50.03		
CRANES					
0' - 100' Boom	$45.98	$47.66	$49.70		
101' - 150' Boom	$47.18	$44.00	$50.90		
151' - 200' Boom	$48.38	$50.06	$52.10		
201' - 250' Boom	$49.58	$51.26	$53.30		
251' - 300' Boom	$50.78	$52.46	$54.50		
301' - 350' Boom	$51.98	$53.66	$55.70		
CRANES 200 Ton and Over					
0' - 100' Boom	$47.18	$48.86	$50.90		
101' - 150' Boom	$48.38	$50.06	$52.10		
151' - 200' Boom	$49.58	$51.26	$53.30		
201' - 250' Boom	$50.78	$52.46	$54.50		
251' - 300' Boom	$51.98	$53.66	$55.70		
301' - 350' Boom	$53.18	$54.86	$56.90		
	A & B	A & B	A & B	A & B	A & B
Class II	$39.78	$41.10	$42.78		
	A & B	A & B	A & B	A & B	A & B
Class III	$35.83	$37.15	$38.83		
Oiler, Fireman, Brakeman, Mechanic Helper	$32.44	$33.76	$35.44		

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

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

Ohio Building and Heavy Highway Hazmat C & D Rates

	6/1/2024	6/1/2025	6/1/2026	6/1/2027	6/1/2028
	C & D	C & D	C & D	C & D TBA	C & D TBA
Class I	$42.15	$43.69	$45.56		
Lead Engineer	$42.70	$44.24	$46.11		
Pile Driver	$42.45	$43.99	$45.86		
CRANES					
0' - 100' Boom	$42.15	$43.69	$45.56		
101' - 150' Boom	$43.25	$44.79	$46.66		
151' - 200' Boom	$44.35	$45.89	$47.76		
201' - 250' Boom	$45.45	$46.99	$48.86		
251' - 300' Boom	$46.55	$48.09	$49.96		
301' - 350' Boom	$47.65	$49.19	$51.06		
CRANES 200 Ton and Over					
0' - 100' Boom	$43.25	$44.79	$46.66		
101' - 150' Boom	$44.35	$45.89	$47.76		
151' - 200' Boom	$45.45	$46.99	$48.86		
201' - 250' Boom	$46.55	$48.09	$49.96		
251' - 300' Boom	$47.65	$49.19	$51.06		
301' - 350' Boom	$48.75	$50.29	$52.16		
	C & D	C & D	C & D	C & D	C & D
Class II	$36.47	$37.68	$39.22		
	C & D	C & D	C & D	C & D	C & D
Class III	$32.85	$34.06	$35.60		
Oiler, Fireman, Brakeman, Mechanic Helper	$29.73	$30.94	$32.48		

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

At such time as the danger from atomic radiation becomes a recognized problem within the area covered by this Collective Bargaining Agreement, Union and Management will draft and incorporate in this Collective Bargaining Agreement suitable provisions to protect the health and safety of Employees covered by this Collective Bargaining Agreement.

ARTICLE XLV
ASBESTOS REMEDIATION PROJECTS

All Asbestos Remediation projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. Wages for Employees working in direct contact with asbestos material and who are required to wear personal protective equipment (PPE) for respiratory, skin or eye protection for that level of work shall be paid at the rate of an additional twenty percent (20%) above the wage rates listed in Article XII, CLASSIFICATIONS AND WAGE RATES.

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

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

Ohio Building and Heavy Highway Agreement Asbestos Removal Rates

	6/1/2024	6/1/2025	6/1/2026	6/1/2027	6/1/2028
				TBA	TBA
Class I	$45.98	$47.66	$49.70		
Lead Engineer	$46.58	$48.26	$50.30		
Pile Driver	$46.31	$47.99	$50.03		
CRANES					
0' - 100' Boom	$45.98	$47.66	$49.70		
101' - 150' Boom	$47.18	$44.00	$50.90		
151' - 200' Boom	$48.38	$50.06	$52.10		
201' - 250' Boom	$49.58	$51.26	$53.30		
251' - 300' Boom	$50.78	$52.46	$54.50		
301' - 350' Boom	$51.98	$53.66	$55.70		
CRANES 200 Ton and Over					
0' - 100' Boom	$47.18	$48.86	$50.90		
101' - 150' Boom	$48.38	$50.06	$52.10		
151' - 200' Boom	$49.58	$51.26	$53.30		
201' - 250' Boom	$50.78	$52.46	$54.50		
251' - 300' Boom	$51.98	$53.66	$55.70		
301' - 350' Boom	$53.18	$54.86	$56.90		
Class II	$39.78	$41.10	$42.78		
Class III	$35.83	$37.15	$38.83		
Oiler, Fireman, Brakeman, Mechanic Helper	$32.44	$33.76	$35.44		

ARTICLE XLVI
MAHONING VALLEY CONSTRUCTION COALITION

Funding of the Mahoning Valley Construction Coalition will be at a rate of two cents ($0.02) per hour and the amount will be shared equally between Labor and Management. The Employers will contribute one cent ($0.01) per hour and the employees will deduct one cent ($0.01) per hour from their wages. The contribution is to begin January 1, 2011, provided the organization is established and the parties to this contract mutually agree the organization has enough commitment from the other Building Trade members to be viable. The contribution can be stopped annually on June 1st provided one party notifies the other party sixty (60) days prior to June 1st of their desire to terminate the contribution.

UNDER $1 MILLION PROJECT COST NON-RATED WORK SITE WORK, SEWER AND WATER LINE, DEMOLITION, AND PRE-FABRICATED METAL BUILDINGS ADDENDUM

On all Site Excavation, Site Grading, Back Filling, Removal of Debris, Earth and Rock and Digging of Footers, Sewer and Water Lines, Demolition, and Pre-Fabricated Metal Buildings, with a total project cost of up to $1 million and not covered by Federal or State Prevailing Wage Laws the following items of the Standard Bargaining Agreement will be altered. All other items of the Standard Bargaining Agreement will remain in intact.

1. When applicable, the wages in effect on the date of the bid shall prevail for the duration of the project.

2. Working Hours and Shifts - The contractor shall schedule forty (40) hours per week Monday through Saturday, excluding governmental/owner restrictions. Overtime will be paid when more than ten (10) hours are worked in a day or more than forty (40) hours are worked in a week. Nothing herein will be construed as guaranteeing any employee forty (40) hours of work or pay per week.

3. Holidays falling on a weekday can be made up during the week (Monday-Saturday) at straight time rate of pay.

4. Machine changes by the Operator shall be unlimited.

5. Reporting Time will be one (1) hour minimum. Up to two (2) hours of reporting time per day will not count toward the forty (40) hour threshold for purposes of overtime. Workmen are not to be kept on the project longer than ten (10) hours per day, including reporting time and working time, without the payment of overtime.

6. Fringe benefits – All fringe benefits will be paid on a straight time basis for all work performed.

7. Shift Differentials – When a shift operation is required, whether it be eight (8) hours or ten (10) hours, employees shall be paid for actual hours worked. No shift shall be scheduled for less than eight (8) hours of working time.

8. If forty (40) hours have been reached by Thursday, notification to work Friday, Saturday, or Sunday will be given at the end of the shift Thursday.

9. When employees cannot complete their scheduled work shift as a result of a major equipment breakdown (defined as a breakdown which would substantially affect operation), employees will be paid a minimum of two (2) hours pay. If a breakdown occurs after two (2) hours, employees will be paid for actual hours worked.

10. The contractor may call off employees on a scheduled work day prior to their leaving home.

11. Oilers will not be required, though the traditional work of the Oiler will remain the jurisdiction of the Operating Engineers and will be assigned to an Operating Engineer on the job.

12. Minor Equipment Operators will not be required, thought the traditional work of the Minor Equipment Operator will remain the jurisdiction of the Operating Engineers and will be assigned to an Operating Engineer on the job.

13. Wages and Fringe Benefits will be reduced by the total of five dollars ($5.00) from the Wage Rates contained in Article XII.

Reduction:	$4.00 Wages
	$1.00 Annuity
	$5.00 Total

OHIO AGREEMENT ADDENDUM #2
Non-prevailing Wage Rate Work

ARTICLE I
PROJECTS COVERED

It is mutually agreed this Addendum is independent of the standard Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement. Only those specific terms of the standard Ohio Agreement referenced in this Addendum have any application to work covered in this Addendum. This Addendum automatically applies to projects:

A. Under the scope of the Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement.

B. Without prevailing wage rates.

C. $4 Million and under in the following counties: Columbiana, Mahoning and Trumbull Counties.

D. Not covered by project stabilization/Union only agreements.

This Addendum may be granted on a project by project basis.

ARTICLE II
DEFINITION OF WORK COVERED

The definition of work covered will be the language from the standard Ohio Building Construction, Heavy Highway,

Collective Bargaining Agreement except as noted in the following paragraph.

The Contractor shall make basic work assignments based upon Craft jurisdiction, area practice and agreements and decisions of record between Crafts signatory to an Agreement with the Contractor. The Union agrees to perform work outside its craft jurisdiction to avoid non-productive hours.

ARTICLE III
GENERAL EMPLOYMENT CONDITIONS

1. This Addendum shall govern all "Heavy Construction and Railroad Contracting," "Highway Construction," "Utility Construction" and "Hazardous/Toxic Waste Material Handling, Removal and Disposal" work on non-prevailing wage rate projects covered by Addendum #2 which any Contractor performs in the following counties in the State of Ohio: Columbiana, Mahoning, & Trumbull.

2. The authorized representatives of the Union may visit jobs during working hours, but must not hinder or interfere with the progress of the work. When the work area is restricted, the Contractor shall endeavor to make special arrangements for the representatives to enter and check the employees.

3. The Contractor must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Contractors must

also provide suitable and safe drinking water and ice to retain the coolness of same at convenient locations in sufficient quantity. Employees shall be permitted to avail themselves of these facilities.

4. On Heavy and Railroad Construction, a suitable craft change house shall be furnished for the use of the craft to keep their clothes and eat their lunches. Under no circumstances will material be stored therein. The Steward will be furnished with a key. The change house shall be properly heated when necessary and light supplied when necessary.

   On Highway work and all other construction work covered by this Addendum, excluding Heavy and Railroad Construction, a suitable change house will be provided on the job where it is reasonably required in which the craft may change and keep their clothes. The change house shall be properly heated when necessary and light furnished when necessary.

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

6. It shall not be a violation of this Addendum and it shall not be cause for disciplinary action in the event an employee refuses to cross a legal picket

line established by the International Union affiliated with the Building and Construction Trades Department of AFL-CIO, or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

ARTICLE IV
UNION SECURITY PROVISION

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

2. The hiring of new workmen and the discharging of employees, upon the request of the Union, shall be in accordance with the National Labor Management Relations Act of 1947 and subsequent amendments. Non-conformance with the Act shall not be a matter for arbitration.

3. This Article is effective since an election was held May 17, 1948, as provided in Section 9(e)(1) of the National Labor Relations Act, as amended, among the employees covered by this Addendum, and in which the majority required by that election authorized the Union to include such provisions in this Addendum.

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

ARTICLE V
CLASSIFICATION OF WORKMEN & SCOPE OF WAGES

1. Hourly rate of wages for each classification of labor are set forth in Schedule of Labor. The hourly rates are based on a forty (40) hour work

week, unless modified by legislative requirements or contract requirements of Government Agencies.

2. The rates of wages set forth in Schedule of Labor will apply to all work and every workman covered by this Addendum.

3. Fringe benefit contributions will be in accordance with the terms of the standard Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement.

4. The wage rate in effect at the time of the bid will remain in effect for one (1) year from the date of the bid. At the end of the one (1) year from the date of the bid the first negotiated wage rate that was due the year following the bid date will be paid for one (1) year at which time the second consecutive negotiated wage rate will be paid.

5. In the event a Contractor voluntarily agrees to pay wages higher to one group of employees other than what is required under a bona fide agreement to which the Contractor is signatory, then he shall be required to pay the new schedule to all groups.

6. Workmen shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendents, assistant superintendents, general foremen, foremen, or any supervisors in charge of any classes of labor, but shall include all other persons employed by

the Contractors in the performance of either of the three (3) classes of work covered by this Agreement. A foreman when employed on any work as a workman is governed by the conditions and wages of such workmen.

7. Any employee, classified as superintendent or foreman, shall not perform work of a workman represented by the Union, except for the purpose of instructions of assigned said workman.

ARTICLE VI
WORKING HOURS AND SHIFTS, HOLIDAYS, EMERGENCIES

1. The Contractor will pay overtime for all hours over ten (10) in one day, exclusive of lunch time, and all hours over forty (40) in one week, exclusive of lunch time. The Contractor may schedule a minimum of eight (8) hours and a maximum of ten (10) in any one day (exclusive of lunch time) at straight time, Monday through Saturday.

2. For all time worked on Sundays and Holidays or days observed as such, the employees shall be reimbursed at the rate of two (2) times the rate set forth in the Schedule of Labor.

3. The following days are recognized as Holidays: Every Sunday of the year, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, First Monday after Thanksgiving for Buck Season and Christmas

Day. If said Holiday falls on Sunday, then Monday shall be considered a holiday.

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

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

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

   In case of inclement weather, if a workman reports, he/she shall be given no less than one (1) hour employment within his Craft's jurisdiction, under reasonable working conditions, and be paid therefore at his regular rate.

For purpose of this Section, employees are required to give the Contractor a proper telephone listing where they can be reached.

5. A regular one-half (½) hour lunch period shall be established at the midpoint of the scheduled hours of work for such shift for each crew. However, when work requires it, the Contractor may allocate a one-half (½) hour lunch period thirty (30) minutes prior to or thirty (30) minutes past the regularly established lunch period. Where the lunch period interferes with productivity or the operational efficiency of the project, the Company may schedule lunch periods on an individual, operation or crew basis.

   When employees are required to work through the said ninety (90) minute period, they shall be paid for the one-half (½) hour lunch period at time and one-half (1½) the regular hourly rate. In addition, they are to be permitted a short lunch period at the first available opportunity in sequence as work permits, without loss of time
   On projects where the owner restricts the lunch period to specific times, the Contractor will abide by the owner's restrictions without penalty, loss of straight time work hours or payment of additional wages. The Contractor shall schedule a minimum eight (8) hours work at straight time wages in addition to a maximum one (1) hour lunch period without pay. Upon request of the Union, the Contractor will provide a copy of the owner's restriction.

ARTICLE VII
PAY PERIOD

1. All wages shall be paid weekly to workmen. The maximum time after the close of a payroll period for wages to be held back shall be one week. The weekly pay period shall terminate on Sunday. All employees shall be paid by check or electronically, if the employee elects this option, by 4:30 p.m. or prior to the end of the shift the following Friday on the job or be paid waiting time until paid. The right and option of an Employer to pay by check or electronically, if the employee elects this option, shall be terminated if an employee's check shall be returned for non-sufficient funds.

2. In the event an employee is laid off or discharged, the Contractor shall have the option of electronically paying or mailing the check within two (2) business days (Monday through Friday) of the layoff or discharge, without incurring a penalty. The envelope of the paycheck must be postmarked within two (2) business days from the discharge or layoff. If the check is not electronically paid or postmarked within two (2) business days of the layoff or discharge, the employee shall be paid straight time for eight (8) hours per business day for all time incurred beyond the two (2) business days period until the Employer has either mailed, electronically or postal, or directly paid the employee.

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

ARTICLE VIII
SUBLETTING OF WORK

1. It is agreed by the parties embodied herein that in the event any Contractor sublets any part of his work which is performed by the Crafts named in this Addendum for work to be done at the job site of construction that all Subcontractors involved shall be governed by the terms of this Addendum. Contractors shall give preference to Subcontractors who are parties to an Agreement with the Union except as provided in Article XLVI of the standard Agreement.

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

3. The Contractor agrees to notify the Union as to name of any Subcontractor prior to the time the

Subcontractor commences work on the job or project. The Subcontractor shall be bound by the provisions of Article IX, New Work Notice.

4. On particular projects, there may be a DBE/MBE/WBE's goal. Because of the area in which the project is located and the difficulty of securing enough DBE/MBE/WBE at a competitive price to meet the goal, DBE/MBE/WBE Subcontractors only will be offered a Project Agreement by the Crafts. Those Subcontractors must use Union workers; their own employees must sign with the Union or obtain employees from the Union.

5. The Company will provide the Union with its reasons for refusing to subcontract to a listed Union Contractor.

ARTICLE IX
NEW WORK NOTICE

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

ARTICLE X
UNION STEWARDS

Stewards will be in accordance with the terms of the standard Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement.

ARTICLE XI
APPRENTICESHIP

The Apprenticeship programs will be incorporated into this Addendum as per the terms of the standard Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement.

ARTICLE XII
JOINT LABOR-MANAGEMENT DRUG/ALCOHOL ABUSE PROGRAM

The Joint Labor-Management Drug/Alcohol Abuse Program will be incorporated into this Addendum as per the terms of the Ohio Building Construction, Heavy Highway, Collective Bargaining Agreement.

ARTICLE XIII
OPERATING ENGINEERS REFERRAL

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

A. If an employee quits his job on non-prevailing wage rate work, he may still be requested to other job opportunities.

B. There will be no seniority groups on the referral list.

C. Members who refuse a job referral will be placed on the bottom of the list.

ARTICLE XIV
WAGES & CLASSIFICATIONS

NOTE: Payroll deductions applicable to this package will be 2% Dues Assessment and sixty-five cents ($0.65) per hour for the Miscellaneous Employee Deduction.

June 1, 2024	Wages	Total Package
All Classes	$28.07	$43.91
Fringes		
Welfare	$9.10	
Pension	$4.20	
Construction Advancement Program	$0.16	
Annuity	$1.80	
Apprentice	$0.51	
International Training	$0.05	
Benefit Fund	$0.04	

June 1, 2025	Wages	Total Package
All Classes	$29.04	$45.23
Fringes		
Welfare	$9.20	
Pension	$4.35	
Construction Advancement Program	$0.16	
Annuity	$1.90	
Apprentice	$0.51	
International Training	$0.05	
Benefit Fund	$0.04	

June 1, 2026	Wages	Total Package
All Classes	$30.05	$46.59
Fringes		
Welfare	$9.30	
Pension	$4.50	
Construction Advancement Program	$0.16	
Annuity	$2.00	
Apprentice	$0.51	
International Training	$0.05	
Benefit Fund	$0.04	

June 1, 2027	Wages	Total Package
All Classes	TBA	
Fringes		
Welfare		
Pension		
Construction Advancement Program		
Annuity		
Apprentice		
International Training		
Benefit Fund		

June 1, 2028	Wages	Total Package
All Classes	TBA	
Fringes		
Welfare		
Pension		
Construction Advancement Program		
Annuity		
Apprentice		
International Training		
Benefit Fund		

Apprentice wages are as follows:

1st year ----- $4.00 less than prescribed rate plus full fringes
2nd year----- $3.00 less than prescribed rate plus full fringes
3rd year ----- $2.00 less than prescribed rate plus full fringes
4th year ----- $1.00 less than prescribed rate plus full fringes

On projects bid under Addendum #2, Apprentices shall be paid one dollar ($1.00) per hour less than the prescribed rate of pay for the job being performed, which shall be contributed to the Apprenticeship Program.

Apprenticeship fringe benefit rates are to be paid equal to the applicable journeyman rate.

Five cents ($0.05) of the Welfare contribution is distributed by the Union to the Retirement Contribution Account (R.C.A.)

GAS LINE DISTRIBUTION ADDENDUM

WITNESSETH: Whereas the Employer and the Union, desiring to stabilize employment, establish working hours, provide equitable wage rates and promote a high level of productivity, all to the benefit of employees and the Employers in the industry and the public at large, in consideration of the mutual promises and covenants herein contained agree as follows:

ARTICLE I
COVERAGE

A. This Agreement shall apply to and cover all distribution pipeline construction and maintenance work coming within the jurisdiction of the Union, contracted for or performed by the Employer within those counties of Ohio which are in the jurisdiction of the Union. Distribution work coming under this Agreement is defined as follows:

> The construction, installation, treating, repair and/or reconditioning of distribution pipeline (including work in conjunction with total energy plants) which transport natural gas, liquid gas or vapors, crude oil, petroleum products or other fuels, including portions of the work within private property boundaries or public streets, from the first metering station or connection at the main transmission line (consistent with this definition in the Mainline Pipeline Agreement) to the Consumer or User.

B. All of the work covered by this Agreement shall be done in accordance with the terms and conditions of this Agreement.

C. Nothing in this Contract will conflict with the definitions and coverage of the National Pipeline Agreement as negotiated between the International Union of Operating Engineers and the Pipeline Contractors Association.

ARTICLE II

UNION RECOGNITION AND SECURITY,
EMPLOYER RIGHTS AND PRE-JOB CONFERENCE

A. The Employer hereby recognizes, and acknowledges, that the Union is the exclusive representative of all employees in the classifications of work covered by the Appendix of this Agreement for the purpose of Collective Bargaining. All Operators will be paid under this Agreement regardless of their home local.

B. The Union recognizes that the Employer shall have sole jurisdiction over the management and operation of its business, the right to maintain safety and efficiency on its jobs by the use of any practice, machine, tools or labor-saving devices, the right to determine the number and classification of employees required for each job and to hire and discharge employees, subject to the provisions of this Agreement.

C. All employees covered by this Agreement, as a condition of their continued employment, shall acquire and maintain membership in the Union within eight (8) days following the beginning of their employment or the effective date of this Agreement, whichever is later.

D. The Employer agrees to notify the Union of jobs obtained, describing the location, extent of the work and

the proposed starting date. It is recognized, however, that many distribution jobs are awarded on short notice and are of relatively short duration, therefore, it is agreed that once a crew is established, it can move out of the Union's geographical jurisdiction and then return.

E. At least two (2) semi-annual pre-job conferences (March and October) will be held between the Employer and the Union regarding blanket type ongoing work. At the pre-job conference, the Employer shall inform the Union of the number and classifications of the employees whom he plans to employ on the job. The hiring of additional employees, either at the start of the job or later, shall be through the referral procedures that have been established. On large jobs, a designated pre-job form may be required to be completely filled out by both parties as to job manning requirements and jurisdiction assignments.

F. Nothing in this Agreement shall affect the Employer's rights to determine the competency and qualifications of his employees and his right to reject and to discharge men accordingly. All new employees will perform a proficiency test with their equipment before being hired and placed to work

.

G. When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above-mentioned machine requires two (2) Operators, both Operators shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be

considered a subcontractor and therefore come under the Subcontractor Clause.

ARTICLE III
WORKING RULES

A. The workday shall start at the job site and shall end at the quitting time on the job site; however, the lunch period of one-half (½) hour shall be excluded.

B. The payday shall be once each week on the day established by the Employer. When employees are laid off or discharged, they must be paid wages due to them at the time of layoff or discharge; if they resign, they shall be paid on the regular payday. If a problem occurs in obtaining layoff or payoff checks, the employee's check will be mailed within twenty-four hours of discharge.

C. There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform, and there shall be no restrictions imposed against the use of any type of machinery, tool, or labor-saving device. Employees may be changed from one classification or another within the jurisdiction of the Union.

D. On small repair or service crews, an employee may function as the Foreman along with his other duties.

E. The Employer shall have the right to make and revise, from time to time, safety and working rules which are not inconsistent with any other terms of this Agreement or with existing laws. The Union agrees to cooperate in the enforcement of safety and working rules. 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 to the employee.

F. Employer shall assign Operating Engineers to do all maintenance, repair, assembly and/or disassembly of equipment under the jurisdiction of the Operating Engineers. All loading and unloading of equipment falling under the jurisdiction of the Operating Engineers will be performed by Operating Engineers during normal working hours. Further, all operating configurations to the horizontal directional drill machine, including those requiring a single worker operation, will be assigned to the Operating Engineer.

G. Employer will reimburse once a year on the purchase of steel-toed work boots. The employee will furnish receipt of purchase up to eighty-five dollars ($85.00) per year.
H. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.

ARTICLE IV
NO WORK STOPPAGE, DISPUTES AND ARBITRATION

During the term of this Agreement, there shall be no strikes or work stoppages of any kind resulting from a difference of opinion or dispute concerning the interpretation or application of the terms and conditions of this Agreement.

A. Should a difference of opinion or dispute occur concerning the interpretation or application of the terms

and conditions of this Agreement, the following grievance procedure will apply:

Step 1: The aggrieved employee shall, within ten (10) work days of the occurrence or reasonable discovery of the event giving rise to the grievance take the matter up with their supervisor verbally.

Step 2: In the event the matter is not satisfactorily resolved in Step 1, the alleged violation of this Agreement shall be reduced to writing and delivered to the employee's supervisor within ten (10) workdays of the occurrence or reasonable discovery of the event given rise to the grievance. A grievance will be considered abandoned and not subject to grievance procedures unless it is presented in writing no later than ten (10) workdays after the occurrence or reasonable discovery of the event upon which the grievance is based and contains all of the following information:

A. The aggrieved employee's name and signature.
B. The aggrieved employee's job classification.
C. The date of filling of the grievance.
D. The date and time the alleged violation giving rise to the grievance occurred.
E. Where the alleged violation of the Agreement occurred.
F. A description of the incident giving rise to the grievance.
G. The Article (s) of the Agreement allegedly violated.
H. The desired remedy to resolve the grievance.

Step 3: In the event the matter is not satisfactorily resolved in Step 2, the Union may, within ten (10) workdays or the delivery of the written grievance to the employee's supervisor, deliver a written request to the employee's supervisor to meet with the Employer. Such meeting shall be held within ten (10) workdays of the delivery of the written request. The Employer and the Union may have any representatives they desire at this meeting. The parties shall attempt to settle the grievance at this meeting.

Step 4: In the event the matter is not satisfactorily resolved in Step 3, the Union may request arbitration by serving written notice upon the Employer within (10) workdays of the Step 3 meeting. Said grievance shall be referred to arbitration as hereinafter provided.

ARBITRATION

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

2. Grievances or disputes not settled as provided in paragraph 1, shall be submitted in writing by either party to a Joint Arbitration Board. To be valid, grievances must be submitted within thirty (30) calendar days following the occurrence giving rise to the grievance or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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

4. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and the Secretary shall be permitted to cast a vote. The Chairman shall conduct the meeting of the Joint Arbitration Board in a fair and objective manner. The Secretary is responsible for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

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

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

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

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

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

9. All expenses incurred by either Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

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

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

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

13. The Award of the Impartial Arbitrator shall be final and binding on all parties and shall be enforceable in a Court of Law or equity. The Impartial Arbitrator shall have authority only to interpret and apply the provisions of the Contract, and shall have no authority to add to, detract from, or alter its terms.

ARTICLE V

WORKING HOURS AND OVERTIME

A. The Contractor will pay overtime for all hours over ten (10) in one day, exclusive of lunch time, and all hours over forty (40) in one week, exclusive of lunch time. The Contractor may schedule a minimum of eight (8) hours and a maximum of ten (10) in any one day (exclusive of lunch time) at straight time, Monday through Saturday.

B. Employees shall report every day, unless otherwise notified, and shall receive two (2) hours pay for reporting. If he/she starts work, the employee shall be paid for four (4) hours and if he/she works over four (4) hours he/she

shall be paid a minimum of eight (8) hours pay. In the case of two (2) hours show up, the employee may be required to stay one (1) hour on the jobsite unless relieved prior to.

C. Employees shall remain on the job for the number of hours paid, however, if sent home by the Employer or his/her representative, the employee shall be paid in accordance with the preceding paragraphs. Nevertheless, if the employee leaves the job of his/her own accord, or when he/she refuses to work or continue to work, or work stoppage conditions brought about by a third party or parties prevents or makes ill-advised, in the opinion of the Employer, the performance of any work or the continuance of work once started, he/she shall be paid only for the hours actually worked on the job.

D. If he/she reports for work, then sent home and called back the same day, the Employee shall be paid a minimum of eight (8) hours.
E. All hours of work, performed on Sundays and holidays, shall be paid at time and one half (1½) the regular rate.

F. Worked performed on Sunday or the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be paid at time and a half (1½). Forty-eight (48) hours' notice will be required. Monday shall be observed as the Holiday when such Holiday falls on Sunday.

ARTICLE VI

WAGE RATES AND CLASSIFICATIONS

Upon notification, by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

WAGE & FRINGE BENEFIT SCHEDULE
OPERATING ENGINEERS LOCAL 66
JUNE 1, 2024 to MAY 31, 2029
GASLINE DISTRIBUTION AND MAINTENANCE

The following rates are in effect for Mahoning, Trumbull and Columbiana Counties in Ohio.

Gasline Distribution Wages

The following wage rates are in effect for Mahoning, Trumbull and Columbiana Counties in Ohio.

	6-1-2024	6-1-2025	6-1-2026	6-1-2027	6-1-2028
	+$1.40	**+$1.40**	**+$1.70**	**TBA**	**TBA**
CLASS I ($33.41)	$34.81	$35.21	$37.91		
	+$1.09	**+$1.10**	**+$1.10**	**TBA**	**TBA**
CLASS II (28.90)	$29.99	$31.09	$32.19		

Please note that Apprentices can work in both classes

GASLINE DISTRIBUTION FRINGE BENEFITS

The following Fringe Benefit Contributions are for all hours paid on all of the above classifications

	06-01-2024	06-01-2025	06-01-2026	06-01-2027	06-01-2028
Health & Welfare	$9.60	$9.70	$9.80	TBA	TBA
Pension	$7.15	$7.40	$7.50		
Annuity	$3.05	$3.30	$3.35		
Apprenticeship	$0.70	$0.70	$0.75		
International Training	$0.05	$0.05	$0.05		
C.A.P.	$0.24	$0.24	$0.24		
Benefit Fund	$0.03	$0.03	$0.03		
United Way	$0.02	$0.02	$0.02		
Total Fringes	**$20.84**	**$21.44**	**$21.74**		

The following are the employee deductions:

Building Trades & Miscellaneous Local Funds	$1.04/hrs. paid
Working Dues	2% of gross wages

APPRENTICE RATES:

1st Year Apprentice	$4.00 less than the designated rate plus full fringes
2nd Year Apprentice	$3.50 less than the designated rate plus full fringes
3rd Year Apprentice	$2.50 less than the designated rate plus full fringes
4th Year Apprentice	$2.00 less than the designated rate plus full fringes

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

FRINGE BENEFIT REPORT AND PAYMENT ARE MADE TO:

Operating Engineers Local 66 Contribution Account
P.O. Box 38662
Pittsburgh, PA 15238-8662

CLASSIFICATIONS

CLASS I:

Backhoe/Excavator (all sizes)
All Cranes (Track and Truck Mounted Type)
*Oilers are required on cranes 50 ton and over
Dozer
Vacuworxs Pipelifter
Grader
Loader & Backfiller (all sizes)
Sideboom (all types and sizes)
Trencher - Ditcher
All Mechanics

Welder
Directional Boring Machine (all types and sizes)
Bending Machine
Power Winch
All Walking Equipment
Skid Steer Loader

CLASS II:
Oiler
Farm Tractor (all types and sizes)
Forklift – lull (all types and sizes)
Mechanics Helper

ARTICLE VII
TRAVEL EXPENSE

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

ARTICLE VIII
NON-DISCRIMINATION

It is mutually agreed that the Employer and the Union shall abide by all laws of the United States and of the State of Ohio, and Lawful Orders thereof, relative to non-discrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee, or applicant for employment, due to race, color, sex, age, religion, national origin or ancestry, Union membership or apprentice training.

The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

ARTICLE IX

STEWARD CLAUSE

The Union may appoint a Steward for each shift on a project, and the Union Representative will, when making such an appointment, notify the Employer.

The Union may also appoint a Regional Steward who may cover multiple crews that are working within the geographical zones of the Union's jurisdiction. The Stewards will be paid eight (8) hours of wages and fringes at straight time to attend the annual Stewards meeting.

On a large project, the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer, and he shall be subject to the same rules, rights, and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slow down work, or perform any other action which would be a violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day of work.

The Steward shall be allowed reasonable time during working hours to perform all normal Steward duties and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative regarding grievances.

The Steward will have job priority and will continue to be employed until the project is completed. The Employer will give twenty-four (24) hours' notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

The job Steward shall have the power to make a temporary decision and the job Steward must report the condition and the decision to the Business Representative of the Union before 5:00 p.m. of the same day.

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

ARTICLE X

REFERRAL AGREEMENT

Section 1. The Union shall refer, upon the Employer's request, under the terms and conditions of this Collective Bargaining Agreement, Operating Engineers or Apprentice Operating Engineers registered with the Union in the Classification requested as provided for in this Article.

These registrants shall be competent and qualified field construction Operating Engineers or Apprentice Operating

Engineers. The Employer in requesting the Union to furnish such registrants shall notify the Union either in writing or by telephone stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of Operating Engineers or Apprentice Operating Engineers required. The Union does not warrant the competence of registrants referred.

In the event the Union is unable to fill requisitions for Employees within forty-eight (48) hours, the Employer may employ applicants from any other available source.
In the event the Employer cannot fill the requisitions for Employees within forty-eight (48) hours, the Employer must hire the next competent Operating Engineer as provided for in this Collective Bargaining Agreement.

Section 2. The Employer retains the right to reject any job applicant referred by the Union, and shall also retain the right to determine the competency and qualifications of employees hired by the Employer, but no employee may be rejected or discharged except for just cause.

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

ARTICLE XI

SPECIAL CONDITIONS IN LIMITED AREAS

In order to preserve the work for the members of the International Union of Operating Engineers Local 66, and to make the Contractors who become a party to this Agreement more competitive in certain areas, the International Union of Operating Engineers Local 66 and the Distribution and Utilities subdivision may mutually agree to put into effect special wages and conditions for specific areas or projects. These special wages and conditions will apply to the areas or projects involved for the period of the time established by the International Union of Operating Engineers Local 66 and the Builders Association of Eastern Ohio and Western Pennsylvania.

ARTICLE XII

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulation of any governmental authority or agency having jurisdiction over the subject matter of this Agreement. The parties hereto agree, that in the event that any provisions of this Agreement are finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts, so found to be void, are wholly inseparable from the remaining portion of the Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

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

Kevin M. Reilly
Executive Vice President

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 66

Thomas C. Melisko, Jr.
Business Manager

PARTIES TO CONTRACT

Signed this 1st day of June 2024

THE BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA

And

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 66

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

BRIAN ZELE
DAVID GRAYSON
JERRY HARPER
KEVIN REILLY
GARY HARTMAN

By: International Union of Operating Engineers Local 66 Negotiating Committee

THOMAS C. MELISKO, JR.
BRIAN WYDICK
JESSE DIRENNA
SHAWN BERTIAUX

The undersigned, desiring to become party to the Collective Bargaining Agreement between The Excavating Contractors Division of the Builders Association of Eastern Ohio and Western Pennsylvania and The International Union of Operating Engineers Local 66 which is dated June 1, 2024 thru May 31, 2029, hereby certify they have read this Collective Bargaining Agreement and agree to accept and be bound by all the terms, conditions and provisions thereof as additional parties thereto. By execution of this Agreement, the Employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement.

The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless the authorization is withdrawn by written notice to the Association and the Union at least sixty (60) days prior to the then current expiration dates of the Agreement.

OHIO AGREEMENT 2024-2029

The following information is current as of date of signature:

For the Employer:

_____

Name of Company – Print

_____

Address City, State, Zip

_____

Authorized Representative Signature

_____

Authorized Representative Name and Title – Print

_____

Phone Fax

_____

Federal ID Number Date of Signing

For the Union: International Union of Operating Engineers Local 66

_____

Business Manager – Signature

_____

President – Signature

_____

Business Representative – Signature

_____

Date of Signing

~NOTES~

This Collective Bargaining Agreement is
provided by
The Construction Advancement Program

Of

The Builders Association of Eastern Ohio and
Western Pennsylvania
1372 Youngstown-Kingsville Road
State Route 193 (Belmont Avenue Ext.)
Post Office Box 488
Vienna, OH 44473-0488
www.thebuildersonline.com
Phone: (330) 539-6050 or 1-800-686-4697
Fax: (330) 539-0130

International Union of Operating Engineers
Local 66
291 McClurg Road
Youngstown, OH 44512-6774
Phone: (330)758-7536
Fax: (330)758-7539
www.iuoe66.org