

# INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98, AFL-CIO

**PHILIP C. CHAFFEE**  
**BUSINESS MANAGER/PRESIDENT**



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**SOUTHWICK, MA 01077**  
**PHONE 413-998-3230**

THIS AGREEMENT made this First day of April, 2021 by and between the SIGNATORY CONTRACTORS hereinafter referred to as the "Employer" and THE HOISTING AND PORTABLE ENGINEERS, LOCAL 98, 98A, 98B, and 98R, INTERNATIONAL UNION OF OPERATING ENGINEERS, A.F.L.-C.I.O., hereinafter referred to as the "UNION".

## PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between employers and employees; to provide insofar as possible, for the continuous employment of labor and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between the employers and employees. In the event that special conditions exist in connection with a particular project, the Employer and the Union may enter into a Project Agreement containing provisions differing from those contained herein to the project involved during the life of the Project Agreement.

## SCOPE OF EMPLOYMENT

The terms of this Agreement shall apply to all work within the jurisdiction of Hoisting and Portable Engineers in connection with all operations usually undertaken by the Highway and Heavy Construction Industry, including but not limited to highway, heavy and utility construction on roads, streets, alleys, sidewalks, parkways, parking areas, airports, bridle paths, athletic fields, highway and railroad bridges, asphalt plants, aggregate processing plants, tunnels, water treatment plants, sewage treatment plants, subways, driveways, grade separation involving high ways, conduits, service mains, sewers in trenches, foundations other than used exclusively in building construction, earth dams, snow removal, flood control projects, filter beds and filtration plants, including the assembly, operation and maintenance of all equipment (including Helicopters used for hoisting materials or equipment), vehicles and facilities used in connection with and serving the aforementioned work and services except when the matter of repairs is such that they cannot be made by employees. There shall be excluded, however, from this Agreement oil terminals, piers, docks and marine construction. All equipment normally manned by Operating Engineers will be assigned to Operating Engineers.

Further, the terms of this Agreement shall apply to all work covered by the jurisdiction of the Hoisting and Portable Branch of Operating Engineers in Building Construction, demolition, alterations, remodeling and repairs; including helicopter operators who are employed in the actual process of building construction.

Contractors will give preference to Union sub-contractors when all else is equal.

## **TERRITORIAL JURISDICTION**

This Agreement applies to the territorial jurisdiction granted to Local 98 by the International Union of Operating Engineers, AFL-CIO, for both the Building and Heavy & Highway portion of the Agreement for the following counties in the State of New Hampshire: Cheshire, Hillsboro, Merrimack, Sullivan and Grafton. The entire State of Vermont is covered only by the Heavy & Highway section of the Agreement.

## **UNION SECURITY**

The employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement, whichever is the later.

When the Employer needs additional employees, he shall notify the Union whenever possible of all such openings and the job requirements, at least forty-eight (48) hours (Saturday and Sunday excluded) before filling such openings, and the Employer shall give the Union equal opportunity with all other sources of applications, to refer qualified applicants for such job openings. Selection of all applicants for job openings shall not be based on or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements, but all such applicants that become employees shall be subject to all the terms of this Agreement.

The Employer shall be the judge as to the qualifications of all applicants for job openings and shall retain the right to reject any job applicant, but on filling job openings shall immediately notify the Union of its selection of the applicant for the job.

Notices of Union security where required by law shall be posted at regular places of employment.

## **HOLIDAYS**

All employees employed on a straight time rate of pay shall be entitled to the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, or the days on which these are observed.

On these days, employees will receive eight (8) hours' pay as Holiday Pay regardless of what day the Holiday falls on.

Employees will be entitled to receive, in addition to Holiday pay, a minimum of eight (8) hours pay at time and one half for all Holidays worked, with the exception of Veteran's Day. On these days, employees shall receive, in addition to Holiday pay, a minimum of eight hours pay at the straight time rate, provided however, that any work in excess of eight (8) hours shall be paid at double time rates. In the event that employees are ordered out for work on a Holiday, but not put to work, they shall receive a minimum of eight (8) hours pay at premium time.

Holidays shall not be deductible when Engineers are on straight time, provided however, the employee must work the day before and the working day after the Holiday to be entitled to Holiday pay, providing such days fall in the same calendar week. Excusable absence on such days will entitle the employee to his Holiday pay.

### **HOURS**

The regular work day shall consist of eight (8) hours, work to start not earlier than 7:00 AM. If the Employer decides the starting time to be 7:00 AM instead of 8:00 AM, he shall continue at that time for at least five (5) consecutive days. All work done in excess of eight (8) hours per day shall be at the overtime rate.

Four ten (4-10's) hour days will be allowed with no overtime penalty when the Awarding Authority or construction owner prohibits the contractor from working a regularly scheduled work day.

Four ten (4-10's) hour days will be allowed in a week in which a Holiday falls. The employee shall receive eight (8) hours pay for the Holiday at straight time rates. There will be no Saturday make-up day. The regular work week shall be forty (40) hours, eight (8) hours each day Monday through Friday. Time and one-half shall be paid for all overtime except as hereinafter set forth. Double time shall be paid for all work performed on Sundays and Holidays except as otherwise provided in the Holiday clause.

In the event a complete day is lost to inclement weather, the employees unless notified the day before reporting for work, shall be paid two (2) hours show up time, in addition to the guarantee and the employees may work a make-up day on Saturday, which make-up day will be at the straight time rate of pay, as part of the forty hour guarantee.

In the event that time is made up on Saturday, the Employer agrees to provide work or pay for a minimum of eight (8) hours for Saturday.

If a man is called out for work in the middle of the week, or any day after Monday, he is guaranteed the number of eight (8) hour days remaining between the date of hiring and Friday. Make-up time is based on the time lost after he starts work.

If a man takes off on his own personal business, his guaranteed work week will be reduced by the number of hours or days off.

Employees covered in Classification 2 and 3 (except oiler) may be employed on broken time, provided they are so notified. The rates for broken time shall be seventy five (75) cents per hour over the straight time rates.

During the period from December 1 to April 30, employees in classifications 1,2 and 3 may be employed on broken time. Any employee who has worked at straight time up to December 1 and is then employed on broken time will receive eight (8) hours pay for Christmas Day.

Employees working at broken time rates shall report daily unless otherwise instructed, on the previous day, not to do so and will be paid as follows:

- a. For reporting but not starting, they shall receive two (2) hours pay.
- b. For starting work, they shall receive four (4) hours pay.
- c. For continuing beyond the fourth hour, they shall receive pay for the actual hours worked.

In the event that employees are ordered out for work on a Saturday or Sunday, at premium time, they shall be paid as follows:

- a. For reporting but not starting, they shall receive two (2) hours pay at premium rates.
- b. For starting work, they shall receive no less than four (4) hours pay at premium rates.
- c. For work continuing beyond the fourth hour, they shall receive pay for the actual hours worked at premium rates.

Employees engaged in test pile work which precedes the start of a job shall receive not less than three (3) days pay unless work extends beyond the third day in which case a full week's wages shall be paid.

## CLASSIFICATIONS

- 1) ALL EARTH MOVING AND HOISTING EQUIPMENT
- 2) COMPACTION ROLLER
- 3) UTILITY OPERATOR / OILER
- 4) CRANES

CLASS	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
1	\$32.00	\$32.67	\$33.34	\$34.01
2	\$30.00	\$30.67	\$31.34	\$32.01
3	\$30.00	\$30.67	\$31.34	\$32.01
4	\$35.50	\$36.17	\$36.84	\$37.51

### HOURLY RATES FOR BOOM LENGTH (INCLUDING JIB)

OVER 150'	\$1.00 PER HOUR OVER THE CLASSIFICATION 4 RATE OF PAY
OVER 200'	\$2.50 PER HOUR OVER THE CLASSIFICATION 4 RATE OF PAY
OVER 250'	\$3.50 PER HOUR OVER THE CLASSIFICATION 4 RATE OF PAY
OVER 300'	\$4.50 PER HOUR OVER THE CLASSIFICATION 4 RATE OF PAY
OVER 350'	\$6.00 PER HOUR OVER THE CLASSIFICATION 4 RATE OF PAY

HEALTH & WELFARE	\$9.24	\$9.54	\$9.84	\$10.14
PENSION FUND	\$9.84	\$9.89	\$9.94	\$9.99
CENTRAL PENSION FUND	\$0.30	\$0.58	\$0.86	\$1.14
COOPERATIVE TRUST				
FUND	\$0.35	\$0.45	\$0.55	\$0.65
TRAINING FUND	\$0.30	\$0.35	\$0.40	\$0.45
ANNUITY	\$0.30	\$0.40	\$0.50	\$0.60
NTF	\$0.05	\$0.05	\$0.05	\$0.05

PREMIUM FOR HAZARDOUS WASTE	\$2.00	\$2.00	\$2.00	\$2.00
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Oilers shall be employed on all gasoline, oil, electric, air or power operated, cranes, tower cranes, draglines, trenching machines 30 inch bucket and over, elevating graders, belt type loaders, pile drivers, clam shells, cableways, derricks—truck mounted hydraulic cranes over 100 tons, self-propelled hydraulic cranes over 100 tons. Caisson drill rigs. An oiler is not required on a one hundred (100) ton and below hydraulic crane this exception does not apply to lattice boom or tower cranes

THERE SHALL BE AN EIGHTEEN (18) MONTH CARRY-OVER ON WAGES FROM THE DATE OF BIDDING ON POSTED RATE JOBS.

THE MANNING AND WAGE RATE FOR THE OPERATION OF ANY EQUIPMENT FOR WHICH A WAGE RATE DOES NOT APPEAR IN ANY CLASSIFICATION WILL BE DETERMINED BY THE PARTIES BY MEETING IMMEDIATELY TO NEGOTIATE SAID MANNING AND RATE. THE RATE DETERMINED SHALL BE PAID FROM THE TIME THE MACHINE STARTED TO WORK.

APPRENTICES SHALL BE PAID A PROGRESSIVE INCREASE SCHEDULE OF WAGES BASED ON A PERCENTAGE OF THE CURRENT JOURNEY WORKER CLASS ONE WAGE RATE AS FOLLOWS OR AS PER THE COLLECTIVE BARGAINING AGREEMENT.

60% - one to one thousand hours

70% - one thousand one to two thousand hours

80% - two thousand one to four thousand hours

90% - four thousand one to six thousand hours

In no event shall an Apprentice receive a rate higher than that of the Classification in which he is employed.

There shall be an Apprentice, one per job, providing the contract bid price is \$1,000,000.00 or more.

**HEALTH AND WELFARE, PENSION, TRAINING,  
ANNUITY AND COOPERATIVE TRUST FUNDS**

1. Each Employer who is a party to this Agreement agrees to and shall pay and contribute an amount equal to that shown under "Schedule of Wages" in this Agreement to the following funds:

a. International Union of Operating Engineers, Local 98, Health and Welfare Fund, hereinafter referred to as the "Welfare Fund".

b. International Union of Operating Engineers, Local 98, Pension Fund, hereinafter referred to as the "Pension Fund".

c. Central Pension Fund of the International Union of Operating Engineers and Participating Employers, hereinafter referred to as the "Central Pension Fund".



d. Joint Labor Management Cooperative Trust of Local 98, hereinafter referred to as the "Cooperative Trust".

e. Annuity fund of Local 98, International Union of Operating Engineers, hereinafter referred to as the "Annuity Fund".

f. I.U.O.E National Training Fund (NTF)

2. The respective rates per hour as shown in the "Schedule of Wages" in the Agreement shall be paid for each payroll hour (an overtime hour for this purpose shall be considered a single hour) and proportionately for each part of such an hour for each person covered by this Agreement and employed on construction projects on which the Employer shall be engaged or otherwise in the hire of the Employer.

3. On or before the 20th day of each month the said payment shall be due and payable for all such payroll periods ending the next preceding month; but in the case of operations of less than a month's duration, or in the case of employers who are repeatedly delinquent in payments, the payment shall be due weekly and payable within three (3) days after the end of the payroll week.

4. The Employer agrees that the obligations to make payments shall be on a parity with and enforceable, with respect to each fund, as the obligation to pay wages, and this inclusive of the priorities incident to and in proceedings for the relief of debtors; and this ARTICLE shall bind all legal representatives, successors, and assigns of an Employer.

5. The Trustees, or their representative when authorized by the Trustees in each case, shall have right to inspect at all reasonable times, the individual payroll records and such other records of an Employer as are deemed necessary and pertinent to determine whether such Employer is making due and full payment of its Employer Contributions.

6. Failure of the Employer to comply with this ARTICLE or any part thereof may be treated by the Union as a breach of the working agreement between the Union and the defaulting Employer; and notwithstanding other provisions of this Agreement (Arbitration, Page 13), or otherwise to the contrary, immediate work stoppage and use of picket lines against such defaulting Employer are permitted. The defaulting Employer will also be assessed interest charges in accordance with the Fund Office Collection Policy. An Employer who is continually delinquent may be required to furnish the Trustees with a Surety Bond, and all costs, inclusive of legal fees, incurred by the Funds in the collection of such obligations shall be borne by the defaulting Employer.

7. Notwithstanding any termination or cancellation under this Agreement or otherwise, the obligations of this ARTICLE and of the several Declarations of Trust shall be deemed continuous and the Health & Welfare Plan, Pension Plan, Central Pension Plan, Annuity Plan and Cooperative Trust shall not be discontinued pending negotiations of a new Agreement.

8. The Welfare, Pension, Annuity and Cooperative Trust respectively, shall be administered by an equal number of Trustees appointed and/or elected by the Local and by the Associations

(unless it shall be mutually agreed to increase or decrease the number of Trustees or to consolidate the Welfare Fund, Pension Fund, Annuity and Cooperative Trust with the funds respective of other similar Funds) under one or more Agreements and Declarations of Trust as they are or shall be executed by such Trustees.

9. Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement. Employer irrevocably designates as his representatives among the trustees of said fund such trustees as are named in said Agreement and Declaration of Trust as employer trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time-to-time.

10. The Welfare Fund shall be used for the purpose of providing health and welfare benefits for employees covered by this Agreement and their dependents by means of insurance or otherwise in the discretion of the Trustees.

11. The Pension Funds shall be used for the purpose of providing pension benefits for employees by this Agreement by means of insurance or otherwise in the discretion of the Trustees.

12. The Cooperative Trust shall be used for the purpose of providing relief to our signatory contractors who are bidding work against non-union contractors in an effort to obtain more work for our members.

13. The Annuity Fund shall be used for the purpose of providing retirement or lump sum benefits for employees and their dependents covered by this agreement in the discretion of the Trustees.

### **WORKING CONDITIONS**

1. Any engineer or assistant engineer desiring to quit his job shall notify his employer and business agent and he shall continue on the job until relieved by a competent engineer or assistant engineer.

2. An employer may put an engineer on straight time the day he starts work, regardless what day it may be and must notify the engineer.

3. If the engineer is put on straight time at the end of a fraction of a week, he shall be paid at the broken time rate for the time already worked.

4. When an employer changes an engineer from straight time to broken time or from broken time to straight time, he shall notify the engineer of the change made, and same takes effect the following Monday.

5. On overtime, nothing less than one-half hour's pay for a fraction of an hour worked.



6. Engineers and assistant engineers shall be paid before stopping time on regular pay day. In case they are not paid, they shall receive straight time for waiting for their pay.
7. Engineers shall not be laid off on a pay day until they have received their pay.
8. An engineer who feels he has been wrongly discharged must make a complaint to the Union, or the business agent of the Union within twenty-four (24) hours of his discharge. If it is found that he is discharged through no fault of his own, or for unjust reason, then he is to be returned to his job, and the employer shall have to pay for his lost time, providing it does not exceed one (1) week's pay.
9. The Business Agent will be allowed to visit all jobs and see that the terms of the Agreement are complied with.
10. All employees shall see that their Employer is notified prior to the start of their shift in the event that they intend to be absent from that shift.
11. Electric pumps need not be manned, except as provide in Classification 3. In the event that the employer desires to man electric pumps, an engineer shall be assigned. The installation, maintenance and repair of pumps shall be the work of the Union.
12. Under the inclement weather and show-up provisions of the Agreement, the Employer may request that the employees remain on the job site and be available to work for the two, four, or eight hour period, as the case may be and the employees shall be required to remain on the job to be entitled to receive payment for said inclement weather show-up time. The show-up guarantees provided for in this Agreement shall not apply to new employees reporting to work for the first time.
13. Any employer who is a party to this Agreement, which concerns itself primarily with highway and heavy construction work, shall be bound by the terms of any existing working agreement of this Local Union as related to building construction, if said employer shall engage in building work in any territory within the jurisdiction of this Union. This clause shall apply only to building work and shall not apply to any composite type construction which includes both building and heavy & highway work. The rates and conditions for these types of work shall be worked out between the Employer and the Union at a pre-job conference.
14. Where equipment is rented, manned by an Employer covered by this Agreement, to a Union contractor, these Agreement rates and conditions shall apply.
15. An Employer who requires an employee to move equipment to any job, location, project or yard and such assignment causes the employee to be without his own vehicle, the Employer shall provide the employee with transportation back to his vehicle and shall pay him at the appropriate rate.

16. No employee shall be held responsible for equipment not properly registered or because a permit was not obtained under any applicable law or regulation. In any such case, the Employer will assume the legal costs involved in the defense of the employee and shall pay any fines or other assessments levied against the employee. The Employer shall reimburse the employee for any working time lost in connection with any such proceedings, where he was directed to move such equipment at the direction of the Employer or the Employer's representative.

17. A qualified mechanic shall be employed when (10) or more Operating Engineers, in classifications 1 through 3 are employed on any day shift or on any one job. The mechanic is to be selected by the employer. In the event that there shall be a second and / or third shift on any job, no mechanic will be required on said shifts.

In the event the employee's operating license is suspended solely for the reasons stated herein, the Employer shall be liable for the work opportunity lost, at no less than his regular earnings.

### **LIABILITY INSURANCE**

The Employer agrees without cost to the employees to provide Third Party and Public Liability insurance coverage in the amount of no less than \$500,000.00, or more than \$1,000,000.00, or those amounts set fourth by the States of New Hampshire and Vermont.

### **ADMINISTRATIVE EXPENSE DUES**

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

The Union will hold harmless the employers for any liabilities under said deduct

### **SOCIAL ACTION FUND**

The Social Action Fund deduction, currently of three cents (.10) per hour worked or whatever amount the Union certifies in writing as the correct amount. In the event of a change, the Employer shall have thirty (30) days from the above certification to implement the change.

### **LIGHT DUTY WORK**

The following applies to any bargaining unit employee who has been injured on the job and has been released to light duty work by the employee's attending physician, with such release in writing and identifying any limitations for work. The parties agree that the injured bargaining

unit employee, released to light duty (as described above), will perform any light duty work the Employer may have, within the attending physician's written restrictions, regardless of the type of work involved. It is understood that this light duty work is temporary in nature (less than six months) and such work will not give rise to a craft jurisdiction claim by any other person, entity, union or employer. If such occurs, the light duty work shall cease.

The Employer agrees the assigned light duty work will not replace a worker of any craft and the Employer further agrees to pay the light duty employee his/her normal bargaining unit employee hourly rate and make the required fringe benefit contributions. Light duty work will be limited to eight (8) hours per day and forty (40) hours per week.

Additionally, in the event an employee returns to work under this clause, who thereafter ceases employment for the Employer, the Employer shall not affect the employee's right to unemployment benefits or workers compensation benefits because of work as a result of this clause. For example, work under this clause shall not reduce the worker's compensation or unemployment benefits an individual (who has ceased work under this clause) is entitled to because of such work.

The aforementioned light duty work clause shall terminate March 31, 2021. Prior to that date, the parties will meet, confer and negotiate any extension and/or changes in the language regarding the light duty work.

### **SHAFTS AND TUNNELS**

These provisions are supplementary to terms and provisions set forth elsewhere in this Agreement.

1. When two shifts are employed on shaft and tunnel work, the starting time shall be either 7:00 A.M. or 8:00 A.M. Said shifts shall be continuous and shall be of eight (8) hours duration, each inclusive of one-half hour lunch period. on jobs where three (3) shifts are employed, the first shift shall start at 8:00 AM on Monday, the second shift at 4:30 PM and the third shift at 12:30 AM, and the last shift shall have completed a forty (40) hour week by 8:00 AM the following Saturday. All work between 8:00 AM Saturday and 8:00 AM Sunday shall be paid for at the rate of time and one half, and all work between 8:00 AM Sunday and 8:00 AM Monday shall be paid for at the rate of double time, provided it is a three shift operation. Each shift shall include a one-half hour lunch period. It is the intention of this paragraph that, on two and three shift operations, the second and third shifts shall, for pay purposes, be considered as having been worked in their entirety on the day on which the first shift started.

2. It is agreed that there will be engineers employed on shaft hoists during all shifts if any men are working in shaft or tunnel.

There shall be an additional fifty (50c) cents hourly differential on shaft and tunnel work for those engineers and assistant engineers that have working assignments require them to go into the shaft or tunnel.

When compressed air is used, an engineer will be assigned to low air equipment.

Locker room facilities and travel time on the job, as well as other matters, will be handled in pre job conference.

A qualified Master mechanic shall be employed when six (6) or more engineers (other than oilers or apprentices) are employed on any day shift on any one job. In the event there shall be a second and/or third shift on any job, no master mechanic shall be required on said shifts, but in place thereof, a qualified foreman mechanic shall be employed, and he shall be responsible for the equipment under his jurisdiction and shall be -required to work with the tools, if necessary as directed by the Employer.

### **TRANSPORTATION AND EQUIPMENT**

No employee will be allowed to furnish any transportation, power tools, special tools or equipment for the employer's benefit or use, unless by a bona fide rental agreement, a copy of which will be made available to the Union.

This clause is not intended to preclude any employee from renting this equipment if he so desires, but cannot be used by the employer in any way as a criterion of employment.

Normal transportation to and from the job is the responsibility of each employee.

### **SAFETY**

The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all Employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.

Where the Employer has a Safety Committee on any job, one of the employees who is a member of the Union (Local 98) shall be a party to such committee. The duties of the committee will be described by the Employer.

Safety equipment required and furnished by the Employer shall be properly used by the employees at all times when so required, and shall be returned to the employer when not needed.

The safety and health 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 rules to protect the health and safety of the employees. Members of Local 98 will be subject to drug and alcohol testing in accordance with employer's personnel policy.

### **EQUAL OPPORTUNITY**

The parties to this Agreement agree to actively promote and adhere to the intent and purpose of the Civil Rights Act of 1964 and the Executive Orders issued pursuant thereto and more specifically, Executive Order 11246, dated September 25, 1965. In furtherance thereof, the Affirmative Action provisions of said Executive Order are hereby incorporated by reference and shall be binding upon the Parties to this Agreement.

### **NON-DISCRIMINATION IN EMPLOYMENT**

The Parties to this Agreement further agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether State or Federal, dealing with non-discrimination in training, membership, employment, job tenure, promotions, and every other matter covered by such laws, codes, etc, not herein expressly mentioned.

### **ARBITRATION**

1. In any case of misunderstanding between the Parties to this Agreement as to pay, conditions on the work or any other cause, either Party shall refer the matter to the Business Agent, who will meet forthwith with the parties concerned. Failing to reach a settlement of the misunderstanding, either party may refer the same to the Grievance Committee, as hereinafter set forth.
2. The Grievance Committee shall be comprised of two (2) representatives chosen by the employer together with two (2) representatives chosen by the employees. This Committee will meet within forty-eight (48) hours of notification to hear arguments on both sides of the controversy and shall render its decision within seventy-two (72) hours from time of the first meeting.
3. Should the Grievance Committee fail to arrive at a decision within the time specified, an Umpire shall be chosen by the Committee and the matter in dispute shall be referred to him for decision. Selection of the Umpire shall be made within twenty-four (24) hours of expiration of the Committee's time and the decision of the Umpire shall be rendered within twenty four (24) hours thereafter. Should the Committee fail to so select the Umpire, either party may request the appropriate State Commissioner of Labor to make the selection.
4. The decision of the Grievance Committee or of the Umpire, as the case may be, shall be final and binding on the parties and directly enforceable in any court of competent jurisdiction, provided at least one party to the arbitration accepts the decision.
5. Pending the final decision of the Grievance Committee or of the Umpire, as the case may be, there shall be no slowdown or stoppage of work; work shall be continued in accordance with the provisions of this Agreement.
6. The Grievance Committee shall have no power to change, add to, amend, modify or otherwise alter the provisions of this Agreement but shall, at all times, have power to determine whether the matter before it, is properly the subject of arbitration.

7. No employee shall have the right to request arbitration; that right being reserved to the Union and the Association exclusively.

8. Costs of the Umpire shall be borne equally by the Union and the Association.

### **JURISDICTIONAL DISPUTES**

All jurisdictional disputes shall be settled and adjusted without interruption or delay to the job in accordance with agreements between the respective International Unions; and in the absence of such agreements, in accordance with the decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO.

### **STEWARDS**

The Union shall appoint a Steward on any job where ten (10) or more Engineers are employed, who shall be selected from the employees then working on the project. The Employer shall be notified of the appointment. The Steward shall be a working Steward. The authority of the job Steward shall be limited and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with provisions of this Agreement.
2. The right to inspect the books of all Engineer employees working on the job at reasonable times during working hours, but shall not interfere with or disrupt the work of the project.
3. The right to report to the Business Representative immediately, any violation of this Agreement.
4. The attendance of all injured Engineer employees and the care and safekeeping of their tools.

Stewards shall have no authority to take strike action. Any Steward taking strike action shall be removed as Steward from the job by the Union and the Union will order the striking men back to work immediately, in the event of such a strike.

Stewards shall not be discriminated against in any manner by the Employer because of the Steward's activities in presenting a just grievance or dispute and the Steward shall not be laid off or discharged without the Employer making a good-faith positive effort to conduct a prior conference with the Business Representative.

The Steward shall have no rights or duties with regards to the hiring or discharging of employees.

### **INVALIDITY**

The invalidity of any provision herein shall not affect the remainder of this Agreement.

### TERMINATION

The terms of this Agreement shall become effective as of April 1, 2021 and subject to the following conditions, shall continue in effect until March 31, 2025. This Agreement shall continue to be effective from year to year unless either party on or before January 1, 2025 or prior to January 1<sup>st</sup> in any year thereafter gives notice in writing to the other party of its intention to terminate, alter or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives the day and year first above written.

FOR THE EMPLOYER

Glenn D Cairns

Print Name

Glenn D Cairns  
Signature and Title

Date: March 23, 2021

FOR THE UNION

Philip C. Chappell  
Business Manager/President

David Kasperczyk  
Recording Secretary