

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2016-8933
Diane Koplewski	Division of	Revision No.: 2
Director	Wage Determinations	Date Of Last Revision: 01/25/2024

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State: Pennsylvania

Area: Allegheny

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Employed on ENERGY, DEPARTMENT OF contract for Site Operations Support (SOS) Services.

Collective Bargaining Agreement between contractor: US&S - E2 I, LLC,, and  
union: International Union of Operating Engineers Local 95, effective 07/01/2021 through 06/30/2025.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,  
employees employed by the contractor(s) in performing services covered by the  
Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits  
set forth in the current collective bargaining agreement and modified extension

agreement(s).

**AGREEMENT BETWEEN**

**E2 Consulting Engineers, Inc.**

**PARTY TO GOVERNMENT CONTRACT**

**DE-FE00023656**

**SITE OPERATION SERVICES**

**NATIONAL ENERGY TECHNOLOGY LABORATORY - PITTSBURGH**

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 95, AFL-CIO**



**EFFECTIVE July 1, 2021 through June 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT is made effective July 1, 2021 by and between E2 Consulting Engineers, Inc, Party to Government Contract # 89243320CFE000041 located at the National Energy Technology Laboratory (NETL) Pittsburgh, Bruceton, Pennsylvania, (hereinafter referred to as the Company) and Local Union 95 of the International Union of Operating Engineers, located at 300 Saline Street, Pittsburgh, Pennsylvania, 15207, (hereinafter referred to as the "Union").

WITNESSETH: WHEREAS, the Company and the Union have bargained collectively, in good faith, with respect to wages, hours and other conditions of employment for employees in a Bargaining Unit hereinafter more clearly defined, and have reached agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

## **ARTICLE 1 – PURPOSE**

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally, to govern the relationship between the Company and the Union.

### **SECTION 1.1**

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business.

### **SECTION 1.2**

Except as specified in this Agreement, the Union and the employees it represents are not waiving rights which exist under the National Labor Relations Act (NLRA) to bargain over employees' wages, hours and working conditions. Nor do the Union and the employees it represents waive any right to challenge any governmental action, which would dictate a change in a term and condition of employment provided for under this Agreement.

### **SECTION 1.3**

The Company and the Union mutually agree not to discriminate in any way against any employee with respect to hiring, compensation and terms or conditions of employment because of religion, race, creed, sex, national origin, age, union membership and to comply with all applicable laws relating to the handicapped and Vietnam-era Veterans.

## **ARTICLE 2 – RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's employees regularly and exclusively assigned to the following bargaining unit at the Pittsburgh site, all regular full-time (including temporary) and regular part-time stationary engineers and maintenance employees, including: Auto Mechanics, Carpenter/Painters, Driver Messengers, Electricians, Electronic Technicians, ES&H

Technicians, General Maintenance, Hazardous Materials Technicians, HVAC Controls System Mechanics, HVAC Mechanics, Heavy Duty Janitors, Janitors, Laborer/Recyclers, Machinists, Maintenance Mechanics, Operator Mechanics, Pipefitter/Plumbers, Research Maintenance Technicians, R&D Technicians, Research Maintenance Machinists, Stationary Engineers, Truck Drivers, Unit Clerks, Unit Secretaries, Warehouse Specialists, and Welders employed by the Company in the operation, maintenance, repair and renovation of all equipment under the direct supervision of the Company at NETL Bruceton, Pennsylvania. All other employees are excluded unless otherwise assigned to job classifications by mutual agreement of the Union and the Company.

Except as otherwise provided in this Agreement, the Company's personnel outside the collective bargaining unit can perform bargaining unit work only in emergency situations when no bargaining unit members are available in sufficient numbers or would not be reasonably expected to arrive in sufficient time to abate the emergency.

### **ARTICLE 3 - UNION REPRESENTATION**

#### **SECTION 3.1 - UNION BUSINESS REPRESENTATIVE**

The Business Representative of the Union shall have access to the shops and office of the Company at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to providing there is no interruption of the Company's business and providing further that:

- a) the Business Representative notifies the Program Manager or his designee 24 hours in advance of any visit and,
- b) prior to entering any facilities under the control of the Company, the visiting Union Representative reports to the Program Manager's or his designee's office.

#### **SECTION 3.2 - SHOP STEWARDS**

The Company recognizes the right of the Union to designate three (3) Stewards.

- a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - 1) The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
  - 2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

#### **SECTION 3.3 - SCOPE OF STEWARDS' UNION ACTIVITIES**

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- b) The Union Stewards shall be permitted reasonable time off during their scheduled shift without loss of compensation to investigate and/or attend Grievance/Arbitration and Negotiation meetings between the Company and Local 95.
- c) The Company and the Union are in agreement that a minimum amount of time should be spent in the performance of these duties.
- d) The Stewards shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a

reasonable amount of time per shift.

- e) Notwithstanding the duties specified above, the Steward shall have the same responsibilities to the Company as any other Employee. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other employees.

### **SECTION 3.4 - STEWARD RESPONSIBILITIES**

- a) The Steward shall be on the job at all times during working hours as far as is practical. The Steward shall not hinder or delay the performance of his/her work or other employee's work.
- b) The Steward must first obtain permission from his/her immediate supervisor before leaving his/her workstation to investigate a grievance during working hours. Upon completion of such investigation, he/she shall immediately report back to his/her supervisor before returning to work. Permission will not be unreasonably withheld.
- c) The Steward shall not solicit grievances.
- d) The Company will not afford the Steward preferential treatment, except as otherwise provided in this Agreement.

### **SECTION 3.5 - UNION SHOP**

All regular full-time and part-time employees of the Company covered by this Agreement, who pay dues to the Union and are in good standing on the effective or execution date of this Agreement, whichever is later, shall continue to pay dues to the Union and shall remain in good standing. Those who are not paying dues to the Union on the effective or execution date of this Agreement shall commence paying dues and remain in good standing in the Union as of the effective date of this Agreement. All employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall, on the ninetieth (90th) calendar day following the beginning of such employment, commence paying dues to the Union and remain in good standing in the Union. Probationary Employees and Temporary Employees are required to pay a permit fee each month as designated by the Union.

### **SECTION 3.6 - CHECK-OFF**

Upon receipt of an employee's written authorization, Appendix "B", which shall be revocable annually, the Company shall on one (1) pay day of each month deduct from such employee's wages, monthly Union dues, permit fees and application fees and remit those funds to the business office of the Union monthly. Employees who do not work sufficient hours to cover the dues are responsible for remitting dues directly to the Union.

### **SECTION 3.7 - HOLD HARMLESS**

The Union agrees to indemnify the Company and hold it harmless against any liability incurred as a result of the Company's complying with Section 3.6 of this Agreement.

### **SECTION 3.8 - DUES NOTIFICATION**

The Union shall notify the Company of the amount of the dues to be withheld by the Company, and shall advise the Company in writing at least three (3) months prior to any change in the amount to be withheld.

### **SECTION 3.9 - DUES DEDUCTIONS**

The Employer agrees to deduct initiation fees and monthly union dues from the first (1st) pay of each month of employees from who written authorizations are received, with the exception of the Union Stewards who do not pay Union dues, and to send such initiation fees and dues to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of said month, together with a list of employees from whose pay said deductions were made. Send remittance to: IUOE Local 95, 300 Saline Street, Pittsburgh 15207.

### **SECTION 3.10 - EMPLOYEE DATA**

The Employer shall furnish to the Union quarterly, the name, address, telephone number, rate of pay, and job classification of all employees covered by this agreement who have been hired or terminated during the preceding quarter.

## **ARTICLE 4 - GENERAL WAGE PROVISIONS**

### **SECTION 4.1 - WAGE RATES**

**Appendix "A"** The hourly wage rates for Employees covered by this Agreement shall be as set forth in Appendix "A". Employees shall be paid on a bi-weekly payroll schedule.

Lead pay is 10% above non-lead pay and includes an obligation to serve on-call. Time spent on the phone dealing with issues, even if nobody is eventually called out, will be charged as actual time worked (rounded up to the half hour). If called out, the call-out pay/protocol will be as described in Sec. 7.11.

### **SECTION 4.2 - SHIFT DIFFERENTIALS**

In the event new tasks or new shift jobs are created, the Company shall pay a shift differential of \$1.50 per hour for all hours worked on a regularly scheduled shift when the majority (greater than 50%) of the hours worked on that shift are between 3 P.M. and 7 A.M.

### **SECTION 4.3 - OUT OF CLASSIFICATION WORK**

When a qualified employee is assigned to and works independently for a period of one (1) hour or more in a higher (but not lower) classification, the employee will receive the rate of the higher classification for the period during which the employee works in the higher classification.

The Company will try to ensure employees are working in their assigned job classification, however there are times when there is temporarily not enough work in a particular job classification for the current staffing level. When this occurs, the employee will have the option to work out of classification, use available paid time off (PTO) or to take the time off without pay.

### **SECTION 4.4 - TEMPORARY ASSIGNMENT**

When a temporary vacancy is anticipated to exist for less than 30 calendar days the Company shall ask the senior qualified employee to fill said position for no more than 30 days, unless mutually agreed upon by the Union and the Company. If a vacancy is anticipated for more than 30 calendar days, employees shall indicate their interest in said vacancy. The Company will open the bidding process per Sections 9.6 through 9.9.



## **SECTION 4.5 - SCHEDULE CHANGES**

An employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

## **SECTION 4.6 - WAGE RATES FOR REVISED OCCUPATIONAL CLASSIFICATIONS**

In the event the Company desires to revise occupational classifications, the wage rates applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wage rates applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the revised occupational classification and the Company proposed wage rate applicable thereto and shall place such occupational classification and such wage rate into effect. Negotiated rates finally established which are higher than the Company's proposed rates will be paid retroactive to the date of the revised occupational classification.

## **SECTION 4.7 - TUITION REFUND**

Tuition refund will be provided in accordance with corporate policy; said policy may be modified.

## **SECTION 4.8 - REIMBURSEMENT FOR TRAINING**

The Company agrees to provide reimbursement of tuition for employees attending and successfully completing courses offered by the Union (Local 95) training program or other providers as long as a prior written request is submitted for approval by the Company. Such courses will include RCRA, DOT, OSHA (HAZWOPER), and OSHA (Hazmat).

## **Section 4.9 - JANITORIAL HEAVY-DUTY TASKS**

The following list pertains only to janitorial work:

- scaffold and high-lift work,
- stripping and waxing floors,
- carpet shampooing,
- full wall washing ceiling to floor with ladder work over a height of eight (8) feet, and
- heavy trash removal of fifty (50) pounds or more.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **SECTION 5.1 - DEFINITION**

The word grievance as used in this Agreement means a complaint filed by an employee and/or the Union against the Company alleging failure of the Company to comply with any express provision of this Agreement not excluded from this Grievance Procedure.

### **SECTION 5.2 - INITIATION OF GRIEVANCE**

A grievance, to be recognized, must be brought to the Company's attention within five (5) working days of knowledge of infraction. The Company has no obligation to accept a grievance unless it is submitted and appealed within the time limits set forth in this Article 5 of the Agreement.

### **SECTION 5.3 - GOOD FAITH EFFORTS**

If a grievance should arise between any employee or group of employees or the Union and the

Company, a good faith effort shall be made to promptly settle such grievance.

#### **SECTION 5.4 - FAILURE TO RESPOND**

If the Company fails to answer within the time limits set forth in this Article 5 of the Agreement, the grievance shall automatically proceed to the next step.

#### **SECTION 5.5 - PROCEDURE**

Grievance shall be handled in the following sequence and manner:

- a) As Step 1, the Employee or Employees shall take the matter up with the designated Supervisor within five (5) working days of knowledge of infraction and the grievant may request that their Union Steward be present. The Supervisor shall have five (5) working days to respond to the issue. If the matter is not satisfactorily adjusted within said five (5) day period, the grievance may be processed at Step 2.
- b) As Step 2, the grievance shall, within five (5) working days thereafter, be reduced to writing, on standard grievance form attached as Appendix "C", specifying, where possible, the Article and Paragraph of the Agreement claimed to have been violated. The employee or employees involved shall take the matter up with the Technical Manager. If the matter is not satisfactorily adjusted within five (5) work days after having taken the matter up with the Technical Manager at Step 2, the grievance may be processed at Step 3.
- c) As Step 3, the grievance shall be taken up on with the Program Manager and/or his/her representative and the Union's Business Representative. If the matter is not satisfactorily adjusted within ten (10) working days, it shall be subjected to arbitration in accordance with provisions hereinafter set forth.

#### **SECTION 5.6 - DISCIPLINE AND DISCHARGE**

The Company reserves the right to discipline, or discharge employees in accordance with Company Policy and procedures. Should the Union dispute the Company's action as not being for just cause, then such dispute may be processed as a grievance starting at Step 3 of the Grievance Procedure, provided the grievance is reduced to writing within five (5) working days of the effective date of the disciplinary action in question.

In cases of discharge, the Company shall notify the Union of the discharge and its reason for such action in writing within one (1) working day, or as soon thereafter as practicable, by Certified Mail. An employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company in writing by the Union within ten (10) working days from the date of discharge. Discussions between the Company and the Union Business Representative concerning the discharge shall be considered Step 3 and subject to the provisions relating to Step 3 of the Grievance Procedure.

#### **SECTION 5.7 - TIME LIMITS**

The time limits specified in this Article shall be of the essence, and failure by the Union to take actions as required within the time specified herein shall result in the Grievance being dropped and not being subject to arbitration. The time limits may be waived only by written mutual agreement. Working days used throughout this grievance procedure shall be exclusive of Saturday, Sunday or Holidays. It is understood that this definition of working days is unique to the grievance procedure.

#### **SECTION 5.8 - ARBITRATION**

If within ten (10) working days from and after the day that the Company's answer to Step 3 was given

to the Union, the grievance is not satisfactorily resolved, the Company or the Union shall have the right to appeal the Grievance to arbitration. The arbitrator shall be selected from a panel of seven (7) submitted to the parties from the Federal Mediation and Conciliation Service. Both parties agree that a request for arbitration must be submitted to the non-grieving party within ten (10) working days from the receipt of the Company's answer to Step 3 or the right to arbitrate that grievance is forfeited.

## **SECTION 5.9 - COST OF ARBITRATION**

The expense and fees of the Arbitrator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representatives and witnesses.

## **SECTIONS 5.10 - ARBITRATOR'S AUTHORITY**

The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his/her discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements. It is agreed that any differences arising as the result of the negotiation of the terms of a new Agreement or the modification of the Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration.

## **ARTICLE 6 - DISCIPLINARY PROGRAM AND DISCHARGE**

### **SECTION 6.1 - DISCIPLINARY PROGRAM**

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- a) **First Offense** - Verbal warning, with a record on file with Supervisor/Manager and Local Steward.
- b) **Second Offense** - Written warning with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.
- c) **Third Offense** - Two working days off without pay, with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.
- d) **Fourth Offense** - Discharge.

In case of serious offenses, such as those affecting customer relations or safety that could result in injury or death to the employee, fellow workers, or the public, the Company shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following:

- a) Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
- b) Bringing firearms or other weapons (e.g. explosives, knives beyond legal length, etc.) on the job.
- c) Intentional theft of Government, Company or Employee property.
- d) Intentional destruction of Government, Company or Employee property.
- e) Intentional fraudulent activity.
- f) Intentional falsification of Government or Company documents.

- g) Fighting, physical assault, or other disorderly conduct that endangers the safety of a person or property.

Disciplinary actions will not be used in progressive discipline following one year from the date of issuance.

## **SECTION 6.2 - DRUG AND ALCOHOL-FREE ENVIRONMENT**

The Company is committed to a substance-free workplace. Employees may be asked to submit to a drug and/or alcohol test under any of the following circumstances:

1. Pre-employment testing: All employees who are offered employment with USSE2 will be required to submit to a drug test. All job offers will be contingent upon a negative drug test.
2. Post-Accident Testing: Employees will be tested as part of an investigation of any accident in the workplace when: the employee caused or contributed to an accident that seriously damaged Company equipment or property or caused an injury to themselves or another person requiring offsite medical treatment. Post-accident testing will not be required when there is a clear reason for the accident.
3. Reasonable Suspicion Testing: Employees will be tested when the company has a reasonable belief that the employee has violated the company drug/alcohol policy. Reasonable suspicion will be based on an arguable belief that an employee is under the influence of a drug or alcohol drawn from particularized facts and reasonable inferences from those facts. Such a belief may be based upon, among other things, the employee's actions, appearance and/or conduct that indicates the employee is influenced by drugs or alcohol.
4. Return to Work: In the event that the Company permits an employee to engage in substance abuse rehabilitation after a positive test for drugs or alcohol, the Company will follow the recommendations of the EAP regarding follow up testing-

## **SECTION 6.3 - ATTENDANCE CONTROL**

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits the Company's ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of his/her manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for two (2) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- a) Unexcused absence or tardy / first occurrence / Verbal warning.
- b) Unexcused absence or tardy / second occurrence / Written warning.
- c) Unexcused absence or tardy / third occurrence / 2-day unpaid suspension.
- d) Unexcused absence or tardy / fourth occurrence / Termination.

Disciplinary actions will not be used in progressive discipline following one year from the date of issuance.

## **ARTICLE 7 - HOURS AND OVERTIME**

### **SECTION 7.1 - NOTICE OF SHIFT CHANGE**

Except in cases of emergency or when directed by the client, the Company will give at least seven (7) calendar days' notice of any shift change.

### **SECTION 7.2 - ASSIGNMENT OF OVERTIME**

The Company retains the right to assign the least senior qualified person in a classification that requires shift work or overtime for which no senior person in that classification has volunteered.

### **SECTION 7.3 - DISTRIBUTION OF OVERTIME**

Overtime shall be distributed equitably among all employees of a classification on a rotating descending seniority basis, except that employees performing the work during their regular eight (8) hour shift shall be offered first.

- a) Refusal to work overtime shall be counted as time worked for the sole purpose of equitable distribution.
- b) Special projects out of classification shall be rotated among qualified employees by Bargaining Unit seniority.
- c) Should the Company and the Union determine that an employee was improperly denied overtime opportunities, the Company shall provide the employee with future available scheduled overtime, provided the employee is qualified for the job to be done and it does not disrupt the efficient operation of the department
- d) A written record of overtime worked by employees in each Department will be maintained by the employee's Supervisor. The overtime record will indicate the employee's name, the date, and the task completed. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

### **SECTION 7.3A - DISTRIBUTION OF PART-TIME HOURS**

Part-time hours shall be distributed equitably among all part-time employees of a classification on a rotating descending seniority basis. Refusal to work shall be counted as time worked for the sole purpose of equitable distribution. A written record of hours worked by part-time employees will be maintained by the employee's Supervisor. The record will indicate the employee's name and the date. Part-time employees will be credited with hours worked by recording the number of part-time hours worked. Part-time employees unable to work when requested shall be deemed to have worked the part-time hours for the purpose of equitable distribution of part-time hours.

### **SECTION 7.3B - DISTRIBUTION OF OVERTIME HOURS**

Scheduled overtime cannot be bumped by working or refusing additional non-scheduled overtime. Any additional time worked will continue to be added to the list totals.

### **SECTION 7.4 - WORKWEEK**

For payroll purposes, the work week shall begin at 12:01 am Saturday and shall end at 12:00 midnight the following Friday.

### **SECTION 7.5A - REGULAR WORKWEEK**

The standard workweek shall consist of five (5) consecutive eight (8) hour shifts within one (1) standard work week, which is Monday through Friday.

### **SECTION 7.5B - FULL TIME / PART TIME**

1. In the event that the hours of a full-time position are going to be reduced, that full time position will be eliminated and re-posted as a part time position.

2. In the event that a part time position becomes full time, that part time position will be eliminated and re-posted as a full-time position.

## **SECTION 7.6 - WORKDAY**

A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

## **SECTION 7.7 - REGULAR SHIFT**

A "regular shift" shall be scheduled in advance, and shall consist of at least eight (8) consecutive hours during a "work day" exclusive of a one-half hour (1/2) unpaid meal period.

- a) By Contract, the government requests two (2) daylight janitors and the remaining janitors are to work 3:00 pm to 11:30 pm, this shift is viewed as a regular shift and does not qualify for shift differential pay. If management obtains permission to implement a modified shift schedule other than 3:00 pm to 11:30 pm, for example, noon to 8:30 pm or another daylight job, it is agreed that if a temporary vacancy occurs in the new shift, Sections 4.4 and 4.5 will govern, or if there is a permanent modified shift, the job opening will be posted in accordance with Sections 9.6 through 9.12, as long as the government approves the shift. Management reserves the right to schedule and determine existence of modified shifts.
- b) If, however, the modified shift includes the janitorial assigned work schedule (JAWS) for the Directors area, management retains the right to appoint the janitor to perform the vacated JAWS.

## **SECTION 7.8 - OVERTIME WORK**

- a) The Company shall determine when and by whom overtime will be worked. Overtime will be allocated as equally as possible among employees. Overtime worked shall be compensated at the rate of time and one-half (1-1/2) times the employee's rate for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek. Employees may request an altered workday/workweek for their convenience. Employee requested altered schedules are subject to the approval of management and are not eligible for shift differential.
- b) Holiday, vacation (personal) and sick leave shall be included as time worked for the purpose of calculating overtime.

## **SECTION 7.9 - 4/10 HOUR WORKWEEK**

In response to customer requirements, it may be required for the Company to assign employees to a 4 day- 10-hour schedule.

When a holiday occurs on a work day during a four-ten (4-10) hour work week schedule, the employee will receive one and one half (1-1/2) times the employee's rate for the hours that are worked on that holiday. Employees working on a 4/10 schedule will receive eight (8) hours of straight time holiday pay for each holiday specified in this agreement. There will be no pyramiding of overtime. Employees may make up the remaining hours by taking available leave or leave without pay, or by working additional hours at straight time during the week of the holiday.

## **SECTION 7.10 - PYRAMIDING**

In no case shall overtime be paid more than once for the same hours worked.

## **SECTION 7.11 - CALL OUT PAY**

Any employee called back to work after having completed his/her regular shift and gone home shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the prescribed hourly rate. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having punched out and physically departed the Employer's premises. An employee called out prior to midnight will receive up one (1) hour of travel time and may be required to work the four (4) hours if requested by his/her supervisor. An employee that does not work the four (4) hours, but is called again within the four (4) hours shall not receive additional call out pay. An employee called out after midnight will have the option to stay and complete the balance of their normal shift receiving a minimum of four (4) hours pay at one and one-half (1-1/2) times the prescribed hourly rate for the call out and up to eight (8) additional hours at one (1) times the prescribed hourly rate. An employee whose call-out time extends into their regular shifts shall receive the appropriate premium rate for those hours which extend into the regular shift.

- a. The following applies to the voluntary snow removal list. The employer will determine the employee's start time before he/she leaves from work when snow removal is needed. However, in the event that there is a weather update and the employees are contacted prior to 9:00 pm, the schedule start time could be modified either by additional hours or by decreasing the hours without any call-out effect. If employees are needed to be contacted after 9:00 pm then those employees would be eligible for a four (4) hours show-up time. It is the company's responsibility to have a work schedule should the snow not require the additional effort.
- b. The employer shall notify the snow crew between the hours of 7am and 3:30 pm on Sunday or Monday holiday, if snow removal is required the following day. The same cancellation applies as long as it is prior to 9 PM the evening before the crew is to report to work.

## **SECTION 7.12 - SITE CLOSURE**

When the Government shuts down the operation, employees will be notified and released in accordance with Company policy. Employees who are specifically required to work by the Company will be compensated at one (1x) times their normal straight time rate for all hours worked plus the balance of time given to those who have been dismissed.

## **SECTION 7.13 - EARLY DISMISSAL**

When the Government shuts down the operation mid-day, employees will be notified and released in accordance with Company policy. Employees who are specifically required to continue to work by the Company will be compensated at one (1x) times their normal straight time rate for all hours worked beyond the dismissal time plus the balance of time given to those who have been dismissed. If an employee has departed the site or is called in (having not been informed in advance that they are essential for this closure), the employee shall receive the balance of time given to those who have been dismissed, plus overtime pay in accordance with Section 7.11 – Call Out Pay.

## **SECTION 7.14 - DELAYED SITE OPENING**

When the Government delays a site opening, employees who are specifically required to report to work will be compensated in accordance with Section 7.11- Call Out Pay and will be paid (1 ½) times

the prescribed hourly rate for all hours worked up to the appointed site opening time. The remainder of their scheduled shift will be paid at their normal prescribed hourly rate. Employees who are not specifically required to report to work but report on their normal schedule will be paid their normal prescribed hourly rate.

#### **SECTION 7.15 - EMERGENCY CALL OUT**

In the event that a majority of a classification constantly refuses to answer the phone for emergency call outs, the company has the right to revisit and implement shift changes in order to provide necessary coverage for the site. In the event that an altered shift change is implemented, (8, 10, or 12-hour shift), any work over the new designated shift shall be considered overtime.

#### **SECTION 7.16 - TRAVEL**

Work-related transportation, such as delivery/pick-up of equipment and materials, will utilize government vehicles and will be part of the employee's scheduled workday. If an employee is required to work or attend training at a location other than their normal duty station, a Shuttle or government vehicle reservation should be provided. If a government vehicle or Shuttle space is not available, the employee may use their personal vehicle to travel and will be reimbursed at the standard mileage rate in effect when the trip is taken when the travel exceeds 50 miles one way. When it is advantageous to travel from the employee's residence, travel that exceeds 50 miles one-way from the residence will be reimbursed at the standard mileage rate in effect when the trip is taken. Carpooling will follow the same guidelines as above, however when a carpool is utilized, only the owner of the vehicle being operated will be reimbursed.

Travel time for off-site work or training will only be considered time worked if the distance exceeds 50 miles one-way from your residence, or if the trip began at your normal duty station.

### **ARTICLE 8 - HEALTH INSURANCE & WELFARE**

#### **SECTION 8.1- BENEFITS PROVIDED**

The Company agrees to make contributions as listed below, for all regular full-time employees and their eligible dependents, covered herein, to the Pittsburgh Building Owners Welfare Fund. This plan provides for UPMC Classes E1 (single), E3 (2 person), or E5 (family) plans consisting of \$50,000 life insurance, \$50,000 accidental death and dismemberment, and sixty percent (60%) benefits of their weekly pay for sickness and accident insurance up to twenty-six (26) weeks for non-occupational disabilities, beginning with the first (1<sup>st</sup>) day due to a disability caused by an accident and the eighth (8<sup>th</sup>) for disability due to an illness. The plan further provides for UPMC HMO plan, prescription drug and vision program and United Concordia Flex Dental Plan. The specifics of this insurance are contained in Local 95's summary plan descriptions. Copies of which have been given to the employer and employees. The plan also provides for an Employee Assistance Plan (EAP).

#### **SECTION 8.2 - ELIGIBILITY**

Regular and temporary full-time Employees shall become eligible for the Pittsburgh Building Owners Welfare fund on the first (1<sup>st</sup>) day of the month following permanent employment with the Company. Part-time employees are not eligible. Probationary employees shall not be eligible for benefits until completion of their probationary period or 90 days of full-time status, whichever shall occur first.

#### **SECTION 8.3 - BENEFITS OPTIONS**

During the first year of this Agreement, the Company will pay either 94.25% or 84.25% of the Health



premiums based on employee wage rate of less than \$25.00/hr. or \$25.00/hr. and greater respectively. The employee will pay the remaining 5.75% or 15.75% of the elected premium. The employee premium contribution will increase by .75% each successive contract year throughout the life of this Agreement. The Company will forward contributions to the Health and Welfare Funds for Individual, Two Party, and Family coverage.

<u>Class E – consisting of</u>	
UPMC EPO	000367-800
UPMC	142054-002
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	60% of weekly pay for 26 weeks
Employee Assistance Program (EAP)	
Long Term Disability	60% of weekly pay for five (5) years

#### **SECTION 8.4 - WAIVER OF PARTICIPATION**

Eligible bargaining unit employees who elect to waive participation in the health insurance plan will be eligible for Company provided Class O - Life Insurance (\$50,000), Accidental Death and Dismemberment (\$50,000) and Accident and Sickness (60% of weekly pay for 26 weeks) benefits only. Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver.

Individual - \$500.00      2-Party and Family - \$1000.00

#### **SECTION 8.5 - TERMINATION OF CONTRIBUTIONS**

The Company obligation to make monthly contributions for regular full-time (including temporary) employees shall cease when an employee:

- a) Dies, retires, is terminated for just cause or quits.
- b) Is temporarily disabled due to a non-work-related cause for more than nine (9) months.
- c) Is temporarily disabled due to work related cause for more than twenty-four (24) months.
- d) After twelve (12) months if the Employee was granted FMLA leave. (FMLA leave continues to be a maximum of twelve (12) weeks).
- e) Is laid off or goes onto a leave for any reason other than an occupational or non-occupational disability.

### **ARTICLE 9 – SENIORITY**

#### **SECTION 9.1 - SENIORITY**

- a) Site seniority is defined as a Bargaining Unit employee's continuous service at the site with predecessor contractors or the Company.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or a prior Labor Agreement as a member in good standing with the International Union of Operating Engineers.
- c) The Company shall supply the Union with a job classification and site seniority list of the employees covered by this Agreement. Such list(s) shall be revised annually.

#### **SECTION 9.2 - LAYOFF**

The Company will determine the time of layoffs, the number of employees to be laid off, and in what job classifications layoffs will occur.

- a) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by job classification seniority within the job classification affected. If layoff should occur, a more senior employee in that classification may volunteer for layoff by providing written notice within two weeks of the Company layoff notice. The employee volunteering for layoff will receive their severance / layoff pay unless they rescind. The employee may rescind this decision within two weeks of the date of their written notice to volunteer for layoff. If the volunteer rescinds, they will not be eligible to receive severance /layoff pay but will return to their same job classification and seniority.
- b) The employee with the least job classification seniority shall be the first to be laid off and recall shall be in reverse order. An employee subject to layoff out of a job classification may use their bargaining unit seniority to bump a less-senior bargaining unit employee who holds a classification for which they are qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tie-breaker.
- c) The employee may exercise his/her bumping rights within any job classification in which an employee had previously established classification seniority and is still qualified.
- d) In the case of a layoff, probationary employees shall be laid off first and apprentices second.
- e) If at the time of layoff, any eligible employee declines to exercise their seniority right, such employee shall retain seniority rights to be recalled. Such employee must notify the Company of an intention to exercise seniority rights within two (2) working days of the layoff notice. An employee so displaced may similarly exercise seniority rights to displace another employee in accordance with the same criteria.

### **SECTION 9.3 - SEVERANCE / LAYOFF PAY**

A regular full-time employee with at least one year of continuous site service whose employment is eliminated due to a reduction in force shall be paid four (4) weeks of severance / layoff pay.

### **SECTION 9.4 - TERMINATION OF SENIORITY**

(This section applies to seniority only and does not apply to benefits) An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, retirement, or resignation;
- b) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- c) Time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company; provided the employee substantiates his/her availability every three (3) months;
- d) Failure to return to work upon expiration of a leave of absence;
- e) Absence in excess of two (2) years due to physical disability; provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the employee must present appropriate documentation verifying his/her

- availability date and medical release.
- f) A part time employee fails to maintain their government required training, unless prior provisions are made with management. Management shall give advance notifications early as possible to the employee of the dates of training to allow time to adjust their schedule and make any necessary arrangements.
  - g) A part time employee turns down or does not come in ten (10) times in a row for a scheduled work detail when it is their turn.

Upon returning to work from a period of Disability, the employee must present appropriate documentation verifying their availability date and medical release. The Company maintains the right to send employee to a Company designated doctor for release.

#### **SECTION 9.5 - RECALL**

- a) **Order of Recall** - If the Company determines to fill job vacancies in a job classification from which employees are laid off, such employees who are eligible for recall, shall be recalled in reverse order of layoff.
- b) **Notice to Recall** - The Company will forward a notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notice the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.
- c) **Recall Rights** - A laid off employee retains recall rights for twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company; provided the employee substantiates his/her availability every three (3) months.

#### **SECTION 9.6 - JOB POSTING**

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any employee may submit a bid for the job to the Human Resources Department in writing, during the posting period by placing the bid in the receptacle provided. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

#### **SECTION 9.7 - SELECTION**

From among employees who submit bids for the job, the Company will award the job to the most senior qualified employee. Once internal sources are utilized, the Company may contact the Union Hall as a source for resumes for qualified candidates. Should the Company determine that candidates referred by the Union are not qualified, they may fill the job from any source.

#### **SECTION 9.8 - RESTRICTION ON BIDDING**

An employee will not be restricted at any time from bidding on any job for which he/she is deemed qualified.

#### **SECTION 9.9 - DISQUALIFICATION OF A BIDDER**

An employee who is unable or unwilling to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job

classification he/she held at the time of submitting the bid without loss of seniority.

#### **SECTION 9.10A - PROBATIONARY PERIOD**

A probationary period of ninety (90) calendar days will be observed for each new full-time employee during which time the Company will make specific and periodic evaluations of the employee's qualifications, skills and abilities. During this probationary period, an employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an employee shall be entitled to seniority rights as measured from an employee's employment date. During the probationary period an employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure. There shall be no stacking of probationary periods.

#### **SECTION 9.10B - PROBATIONARY PERIOD FOR PART TIME WORKERS**

A probationary period of 60 days worked will be observed for each new part-time employee during which time the Company will make specific and periodic evaluations of the employee's qualifications, skills and abilities. During this probationary period, an employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an employee shall be entitled to seniority rights as measured from an employee's employment date. During the probationary period an employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

#### **SECTION 9.11 - QUALIFICATIONS**

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all employees.

#### **SECTION 9.12 - SENIORITY**

If application of the preceding Section results in two (2) or more employees having the same seniority, the employee whose last four (4) digits in his/her social security number is the largest shall be deemed more senior. (e.g. 4321 is larger than 1234). Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority. Seniority shall be applicable only as expressly provided in this Agreement.

### **ARTICLE 10 – HOLIDAYS**

#### **SECTION 10.1 - HOLIDAYS**

The following days shall be paid holidays for the purpose of this Agreement. Any additional holidays recognized by declaration of state or federal officials and approved by the Contracting Officer, shall be handled under section 7.12, Site Closure.

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 6. Labor Day        |
| 2. Presidents' Day        | 7. Columbus Day     |
| 3. Martin Luther King Day | 8. Veterans' Day    |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

#### **SECTION 10.2 - ELIGIBLE EMPLOYEES**

To be eligible for Holiday pay, an employee must be on the active payroll of the Company, be a

regular full-time (including temporary) employee and be in a compensable state with the Company the day before and the day after the Holiday. Employees on workers' compensation, accident and sickness, or Leave Without Pay (LWOP) are not considered to be in a compensable state.

**SECTION 10.3 - NO WORK ON THE HOLIDAYS**

An eligible employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

**SECTION 10.4 - WORK ON THE HOLIDAY**

An eligible employee who is required to work on the day observed as a Holiday shall receive one and a half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay. An employee who is required to work on the day observed as a Holiday and who does not report for work shall not be paid for the Holiday under this Article unless the Company ascertains there is a valid reason for his/her absence.

**SECTION 10.5 - HOLIDAY DURING A VACATION PERIOD**

If a Holiday occurs during the scheduled vacation of an eligible employee, the employee will not be charged a vacation day for the Holiday and the observed Holiday shall be paid as Holiday pay.

**ARTICLE 11 – VACATION**

**SECTION 11.1 - VACATION ACCRUAL**

All regular full-time (including temporary) employees in active payroll status (i.e. not on LWOP) during the month shall accrue vacation leave based on the schedules in Section 11.4. Employees will accrue vacation leave based on years of full-time service. Employees on S&A or Workers' Compensation will accrue vacation leave for up to twenty-six (26) weeks of their disability.

**SECTION 11.2 - VACATION CARRYOVER**

Employees may carry over a maximum number of hours (See section 11.4) of vacation leave from one calendar year to the next. All vacation leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused vacation leave at the time of termination will be paid to the Employee in the final paycheck following termination.

**SECTION 11.3 - ACCRUAL INCREASE**

Employees will begin to accrue leave at the higher rate in the pay period in which their seniority or anniversary date occurs.

**SECTION 11.4 - ACCRUAL RATES**

The amount of vacation to which an employee is entitled during any year shall be determined by the number of years of continuous service completed by the employee at the site with a predecessor contractor (i.e. a contractor which performed essentially the same service as the Company under a preceding contract) and with the Company in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Days/Year</u>	<u>Hours/Month</u>	<u>Carryover</u>
------------------------------------	------------------	--------------------	------------------

Less than 4 years	10 days	6.66 hours	250 hrs
4 to 10 years	15 days	10 hours	250 hrs
11 to 20 years	20 days	13.33 hours	250 hrs
21 years	21 days	13.996 hours	250 hrs
22 years	22 days	14.662 hours	250 hrs
23 years	23 days	15.328 hours	250 hrs
24 years	24 days	15.994 hours	250 hrs
25 to 29 years	25 days	16.66 hours	250 hrs
30 years or more	26 days	17.33 hours	250 hrs

Accrued time will be credited every pay period on each pay statement assuming a bi-weekly payroll schedule. (i.e. 80 yearly hours will be accrued to the employee PTO bank as 3.0769 hours per bi-weekly pay period.)

All absences, unless approved beyond the allotted vacation hours, shall be leave without pay and considered excessive absence as addressed in Company procedures.

#### **SECTION 11.5 - REQUEST FOR LEAVE**

Employees desiring to take vacation leave must submit the request to his/her manager by the end of the shift the day before leave is desired. Leave will be granted on a first come, first served basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the request approval will be determined by seniority. In cases of emergency or illness, same day requests for vacation leave must be made to the employee's manager for approval prior to the employee's scheduled start time. In case of emergency or illness, same day requests for vacation leave must be made to the Employee's manager for approval.

#### **Scheduled number of vacations permitted by classification and seniority at any given time:**

- A. General Maintenance— two (2)
- B. Janitor— three (3)
- C. Electrician – two (2)
- D. HVAC Tech – two (2)
- E. Plumber – one (1)
- F. Carpenter - one (1)
- G. WWTF Operator Mechanic – one (1)

## **SECTION 11.6 - VACATION TRANSITION**

In the final transitions between the incumbent contractor and the successor contractor, up to 120 hours of member vacation funding will be transferred to the successor contractor on behalf of each bargaining unit employee. Any remaining balance will be paid directly to the employee by the incumbent contractor. Pension contributions will be made on vacation hours paid directly to the employee. Pension contributions on transferred vacation hours will be paid when the vacation hours are taken or paid out by a successor contractor.

## **SECTION 11.7 - VACATION SCHEDULING**

Earned vacation may be taken in 1/2 hour increments or longer increments with prior approval from the Supervisor. Generally, in order for the Company to meet its contractual obligations to the Government, no more than (addressed in section 11.5) will be scheduled at the same time and vacation requests are subject to approval by the Supervisor. Employees desiring to take vacation leave must submit the request to his or her Supervisor by the end of the shift the day before leave is desired (from 11.5). Vacation requests will be honored on a first come, first served basis with job classification seniority being the tie breaker.

## **SECTION 11.8 - VACATION PAYOUT IN CASE OF LAYOFF**

Employees who are laid off will be paid unused vacation hours with their final paycheck.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **SECTION 12.1 - BEREAVEMENT**

In the event that a regular full-time (including temporary) employee has a death in the current family, the Company will grant up to five (5) –business days of paid absence for the spouse, parents, child or step-child. The Company will grant up to three (3) –business days for all others except aunt/uncle or niece/nephew which will be entitled to the day of the funeral. Payment shall be no more than 8 hours per day.

Spouse .....	5	Sibling .....	3
Parents/Step-Parents ....	5	Grandparent .....	3
Child/Step-Child .....	5	Step brother/sister .....	3
Brother/sister-in-law .....	3	Grandchild .....	3
Legal Guardian .....	3	Aunt/Uncle .....	1
Mother/Father-in-Law ....	3	Niece/Nephew .....	1
Son/Daughter-in-Law	3	Grandparent-in-law.....	1

### **SECTION 12.2 - PERSONAL/SICK LEAVE**

The Company will accrue for each regular full-time employee who has completed their probationary period at the rate of 1.846 hours per bi-weekly pay period for a total of six (6) sick / personal days per year in addition to their carryover hours.

Employees may carryover from calendar year to calendar year up to one hundred twenty (120) hours of sick / personal time. Personal and sick days allotted each employee, and the administration thereof, shall be in accordance with Company policy at the NETL site.

### **SECTION 12.3 - PERSONAL/SICK LEAVE TRANSITION**

In the final transition between the incumbent contractor and the successor contractor, up to eighty (80) hours of member personal/sick leave will be transferred to the successor contractor on behalf of each bargaining unit member. Since personal/sick time has no monetary value until used, the transfer must have prior DOE approval. Company agrees to request DOE approval 30 days prior to contract termination.

#### **SECTION 12.4 - JURY DUTY AND COURT WITNESS ABSENCE**

A regular full-time (including temporary) employee with ninety (90) days or more of continuous service credit who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the employee would have received for the straight time hours they thereby lose from a normal work schedule computed at the employee's established hourly base rate. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

In order to be paid by the Company for such leave, the employee must submit to the Business Manager written proof of having served, and of the duration of such service.

#### **SECTION 12.5 - MILITARY SERVICE**

The parties agree to comply with the Uniformed Services Employment and Re-employment Rights Act (USERRA). Military members deployed on active duty will not be required to pay dues.

#### **SECTION 12.6 - COMPLIANCE WITH FMLA AND ADA**

The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, and the Americans with Disabilities Act.

### **ARTICLE 13 - MANAGEMENT RIGHTS**

#### **RETENTION OF MANAGEMENT PREROGATIVES**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Company to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Company. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing; to drop or add a product line; to sell, merge, consolidate or lease the business, or any part thereof; to establish, revise or continue policies, practices, or procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures; the right to determine, and from time to time re-determine, the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Company; to determine the number of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to require physical examination and substance abuse screening of employees in accordance with the Company's Substance Abuse Policy; to determine the existence or the lack of work, to make and enforce reasonable rules for maintenance of discipline or efficiency; to suspend, discharge or otherwise discipline employees for cause; and to take such measures as Management of the Company may determine to be necessary for the orderly, efficient and profitable operations of the business.



## **ARTICLE 14 - GENERAL PROVISIONS**

### **SECTION 14.1 - REST BREAKS**

Unless precluded by operational requirements, it is the intention of the Company to provide Bargaining Unit employees two (2) fifteen-minute rest breaks during a normal eight (8) hour shift, one (1) in each half of the shift. Rest breaks will occur two (2) hours after the start of the shift and two (2) hours after the end of the lunch break, unless operational requirement necessitate a postponement of the break. Such rest breaks, for all employees, shall be included in the computation of time worked. Time spent traveling to or from a rest station shall be included in the fifteen (15) minute time period for rest breaks.

### **SECTION 14.2 - UNIFORMS**

The Company agrees to pay for a uniform service, providing at least eleven (11) uniform changes or coveralls and lab coats each week for all regular full-time (including temporary) employees covered by this Agreement. It shall be a stipulation that work uniforms be worn during the employee's scheduled shift. The Company will designate area and time for laundry exchanges. The Union agrees it shall be the employees' responsibility to replace lost or stolen uniforms.

### **SECTION 14.2A - COLD WEATHER GEAR**

The company shall provide cold weather gear for those employees on the snow removal list (i.e. coat, gloves and boots).

### **SECTION 14.3 - COPY OF AGREEMENT**

The Company is to provide Union Hall of the Bargaining Unit with one (1) electronic copy of the Collective Bargaining Agreement.

### **SECTION 14.4 - LICENSE REIMBURSEMENT**

The Company will reimburse employees all licenses required to perform their job, including:

- |  |                             |
|--|-----------------------------|
| 1. Stationary Engineers License            | 8. C.F.C. Certification     |
| 2. Journeyman or Master Plumber License    | 9. Wastewater Certification |
| 3. Journeyman or Master Electrical License | 10. Backflow Prevention     |
| 4. Welding Certification                   | 11. N.I.U.L.P.E.            |
| 5. Automotive ASE Certification            | 12. Herbicide certification |
| 6. DOT certification                       | 13. EPA certification       |
| 7. OSHA HAZWOPER certification             |                             |

Costs associated with obtaining said licenses shall be paid in accordance with Article 4, Sec. 9.

### **SECTION 14.5 - SHOE ALLOWANCE**

Safety footwear shall be provided to employees for their use performing duties pursuant to most current version of NETL Procedure 440.1-54C, item 3c, Section 4(a). Footwear selection shall be limited based on compliance with the procedure requirements and the recommendation of the Industrial Hygiene Subject Matter Experts. The cost of each pair of safety shoes will be reimbursed at a rate not to exceed \$180. Footwear will be replaced as needed based on the shoe's ability to meet the safety requirements.

### **SECTION 14.6 - CONTINUOUS PROCESS IMPROVEMENT (CPI)**

The Company retains its prerogative to continue its Continuous Process Improvement (CPI) program as it sees fit. The Union and its membership agree to cooperate fully in this program, which may include attending classes, seminars, and meetings, and participating in any other activity or providing any input that the Company determines to be in the employees' and/or the Company's best interest.

#### **ARTICLE 15 - SAVINGS CLAUSE/CHANGE IN LAWS**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiation and agreement regarding the provisions invalidated.

In the event that an agreement regarding the provisions invalidated cannot be reached, the contract, less provisions invalidated will continue in force without change until the expiration of the Agreement.

#### **ARTICLE 16 - BULLETIN BOARDS**

The Company will provide appropriate space on Company bulletin boards for the posting of Union notices that have been properly approved for posting by the Company personnel or Program Manager. Such approval shall not be unreasonably denied.

#### **ARTICLE 17 - SAFETY**

##### **SECTION 17.1 - SAFE WORK PLACE**

The Company will comply with all applicable health and safety laws and regulations and the Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts which could result in serious bodily harm. All employees must immediately report any work-related injury, no matter how slight, to his/her immediate Supervisor.

##### **SECTION 17.2 - QUARTERLY SAFETY MEETINGS**

The Company and the Union will cooperate in the investigation and elimination of hazardous conditions and the improvement of the safety record. The Company will hold quarterly Safety Meetings with representatives of the Union. The Company shall establish a Safety Committee. The Committee shall consist of the Company safety representative and the Union Steward, and may include up to four (4) bargaining unit employees and two (2) management representatives.

##### **SECTION 17.3 - FREQUENCY OF MEETINGS**

The Company agrees to provide a minimum of four (4) safety meetings per year.

##### **SECTION 17.4 - ADHERANCE TO POLICY**

The Company and the Union will follow the NETL Environmental Health and Safety Program.

#### **ARTICLE 18 - NEW EQUIPMENT**

In the event the Employer introduces new equipment or devices which substitute for present equipment being operated or maintained by any employee within the Bargaining Unit, the Company agrees to train Bargaining Unit employees on such equipment to the fullest extent possible. The number selection of employees and manner to be trained will be determined by the Company.

## **ARTICLE 19 - SUCCESSORSHIP**

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

## **ARTICLE 20 - APPRENTICESHIP**

### **SECTION 20.1 - COMPANY'S DISCRETION**

This Article is intended to provide a means for the job and classroom training to produce qualified and competent employees, and may be implemented at the Company's sole discretion.

### **SECTION 20.2 - SUPERVISION OF APPRENTICE**

The apprentice will be provided with on the job training under the supervision of a (journeyman) and at no time be required to work a shift without the Company's supervision.

### **SECTION 20.3 - ANNUAL REVIEW**

This Article shall be subject to review annually and may be modified if both parties agree, otherwise it shall remain in full force and effect for the duration of this Agreement.

### **SECTION 20.4 - REQUIREMENTS**

The apprentice shall be required to successfully complete one (1) of the following six (6) courses each six (6) months in order to progress on the wage scale.

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. Basic Electricity          | 4. Instrumentation and Controls |
| 2. Refrigeration I            | 5. Refrigeration II             |
| 3. Steam and Boiler Mechanics | 6. Energy Management            |

### **SECTION 20.5 - APPRENTICE CLASSIFICATION & WAGE**

The apprentice shall receive the following percentage of the classification into which they are hired. The apprenticeship is limited to Group 1,2,3, or 4 listed in Appendix "A"

<u>MONTHS OF SERVICE</u>	<u>PERCENTAGE OF THE RATE</u>	<u>EDUCATION REQUIREMENT</u>
STARTING RATE:	65%	0
6 Months	70%	One Course
12 Months	75%	One Additional Course
18 Months	80%	One Additional Course
24 Months	85%	One Additional Course
30 Months	90%	One Additional Course
36 Months	95%	One Additional Course

## **SECTION 20.6 - PERMANENT POSITION**

The apprentice shall remain at the 95% rate until a permanent position is open.

## **SECTION 20.7 - LICENSE**

The apprentice must obtain a City of Pittsburgh Stationary Engineers License prior to a permanent assignment.

## **SECTION 20.8 - MAXIMUM NUMBER**

The maximum number of apprentices shall not exceed one (1) apprentice per seven (7) journeymen.

## **SECTION 20.9 - PERFORMANCE**

The apprentice shall be subject to review each six (6) months. If performance standards are not met as determined by the Company, the apprentice may be subject to discipline up to and including discharge.

## **ARTICLE 21 - EDUCATION TRUST FUND**

The Employer agrees to pay - fifteen cents (\$.15) per hour for the duration of this Agreement to the International Union of Operating Engineers, Local 95 Training Fund ("Fund") for all regular full-time hours paid for all employees covered by this Collective Bargaining Agreement. The Employer shall submit a report listing all hours worked for all eligible employees and submit such report, along with contributions by the 15<sup>th</sup> of the month following the month in which the employees worked. The Employer agrees to be bound by rules and procedures established from time to time by the Trustees of the Fund and by the Agreement and Declaration of Trust governing the Fund. Upon the failure of the Employer to make the required reports or payments to the Fund or its designated agent, the Union and/or the Board of Trustees of the Fund may, in their sole discretion, bring an appropriate action in court of competent jurisdiction to enforce the filing of such reports and the payment of all contributions due and to collect such interest, reasonable counsel fees, costs of suit and payroll audit expense to which the Fund is entitled under the Fund's rules and procedures or the provisions of law. Send remittance to: IUOE Local 95, 300 Saline Street, Pittsburgh 15207.

## **ARTICLE 22 - STEWARD TRAINING**

Three (3) shop stewards shall be entitled to a leave of one (1) day each calendar year from the Employer for Shop Steward's Training and Education. The Union must notify the Manager/Supervisor at least three (3) weeks in advance thereof. The Steward must, upon returning from the leave, present the Manager/Supervisor with written evidence from the Union that the Steward has used the leave for the purpose of which the leave was intended.

## **ARTICLE 23 - CENTRAL PENSION FUND**

### **SECTION 23.1 - PENSION CONTRIBUTION**

In the first year of this agreement, the Company shall contribute \$7.00 into the Central Pension Fund for all hours paid for each eligible employee whose wage rate is \$25.00/hr. and greater, except for those in the Research Maintenance Technician and Research Maintenance Machinist job classifications. Each successive year this amount shall increase by \$0.50/hour. The Company shall

contribute \$4.95 into the Central Pension Fund for all hours paid for each eligible employee whose wage rate is less than \$25.00/hr. Each successive year this amount shall increase by \$0.25/hour. Payments are to be forwarded to the International Union of Operating Engineers Central Pension Fund Source A, PO Box 418433, Boston, MA, 02241-8433, to provide for the pension under the terms and conditions of that fund for employees covered hereunder. Payments for the Research Maintenance Technicians and Research Maintenance Machinist shall be paid in accordance with the schedules above, only into the IUOE managed 401K on behalf of the employee.

### **SECTION 23.2 - PENSION ELIGIBILITY**

Employees (regular full-time, apprentice, and temporary) shall become eligible for pension program on the first of the month following three (3) consecutive calendar months of employment with a participating Employer, providing the employee has worked a minimum of fifteen (15) days in each of the three (3) consecutive calendar months.

### **SECTION 23.3 - EMPLOYEE AWARD FEE SHARE**

Bargaining unit members will receive the Employee Award Fee in accordance with Company Policy. Bargaining Unit Members will receive the Employee Award Fee Share as part of their payroll compensation in lieu of being deposited into their pension.

### **SECTION 23.4 - 401K UNION SAVINGS PLAN**

The Company will provide bargaining unit employees with a payroll withholding option for a 401K Savings Plan that will be deducted each pay period and promptly forwarded to the account administrator. There will be no Company match in this account and the Union agrees to hold the Employer harmless against any liability that incurred as a result of the Company's action, inaction, or omission with respect to this section of the Agreement.

### **SECTION 23.5 - HOLD HARMLESS**

The Union agrees to indemnify the Company and hold the Company harmless should the Company incur any liability beyond that provided in Article 23 of this Agreement by virtue of the Company's participation in the Central Pension Fund or 401K Savings Plan. The parties recognize that this provision shall not be construed to apply to the Company's obligation to contribute to the Central Pension Fund, nor any obligation to pay liquidated damages, interest charges or other remedies available to the Fund in the event the Company is delinquent in making payment of the contributions due per Article 23. It is understood that Bargaining Unit members are excluded from the Company's 401K Plan.

## **ARTICLE 24 - NO STRIKE - NO LOCKOUTS**

During the term of this Agreement or any extension of this Agreement, the Company shall not lockout the employees covered by this Agreement; and no strike for any reason, whether or not contemplated by the parties at the time of this contract, shall be in any way, directly or indirectly caused, sanctioned, engaged in, instigated, lead, authorized, assisted, encouraged, ratified or condoned by the Union or of its members, its officers, agents, representatives, stewards or committeemen; nor shall they call, ratify, or engage in any strike, picketing, sympathy strike or protest of Union conduct or any other third party conduct or participate in informational picketing, area standards picketing or hand billing on or adjacent to the premises of the Company.

There shall be no slowdown or any other interference with the production or stoppage of work, nor shall they publicize that the Company is unfair or that there is a dispute between the Company and

any other labor organization; or prevent or attempt to prevent the access of persons to the Company's said premises, equipment or products for any reason whatsoever.

In the event of a breach of this no strike commitment, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, and that they may be disciplined up to and including discharge by the Company.

## **ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES**

### **SECTION 25.1 - BENEFITS PRORATA**

Temporary and Part-time employees will receive Cash in Lieu of benefits based on straight-time hours worked up to forty (40) hours per week.

### **SECTION 25.2 - PAY IN LIEU OF BENEFITS (PILB)**

Health & Welfare Pay in Lieu Of Benefits will be provided to part-time and temporary employees. The PILB of amount will be the Health and Welfare amount specified in the Area Wage Determination currently modified into the Company's contract with the government.

### **SECTION 25.3 - TEMPORARY EMPLOYEES**

Temporary employees employed for six (6) months will become regular full-time employees unless substituting for an employee on disability which may last up to two (2) years. In the event that a temporary employee is hired to a regular fulltime position, his or her seniority will be retroactive to their original date of hire. Accrual for purposes of benefits will begin as of the date of permanent hire.

## **ARTICLE 26 – TERMINATION**

This Agreement shall continue in full force and effect for three (3) years July 1, 2018 – June 30th, 2021.

**ARTICLE 27 - ARTICLE OF AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their representatives as of the day and year first written below.

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 95, AFL-CIO**

**E2 Consulting Engineers, Inc.**

\_\_\_\_\_  
Carl Luisi, IUOE  
Business Agent

\_\_\_\_\_  
Benjamin E. Orsatti  
Labor Counsel

\_\_\_\_\_  
Ralph Crivello, IUOE  
Steward

\_\_\_\_\_  
Valerie Whetzel, E2  
Senior VP, NETL Operations

\_\_\_\_\_  
Paul Culley, IUOE  
Steward

\_\_\_\_\_  
Glenn Widener, E2  
Vice President, O & M Services, LLC

\_\_\_\_\_  
William Morningstar, IUOE  
Steward


Date: \_\_\_\_\_


Date: \_\_\_\_\_

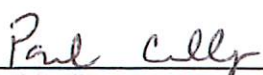
ARTICLE 27 - ARTICLE OF AGREEMENT


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives as of the day and year first written below.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 95, AFL-CIO

  
\_\_\_\_\_  
Carl Luisi, IUOE  
Business Agent


  
\_\_\_\_\_  
Ralph Crivello, IUOE  
Steward

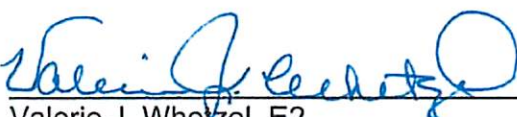
  
\_\_\_\_\_  
Paul Culley, IUOE  
Steward

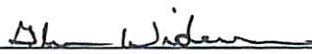
  
\_\_\_\_\_  
William Morningstar, IUOE  
Steward

Date: 8-16-2021

E2 Consulting Engineers, Inc.

  
\_\_\_\_\_  
Benjamin E. Orsatti  
Labor Counsel

  
\_\_\_\_\_  
Valerie J. Whetzel, E2  
Senior VP, NETL Operations

  
\_\_\_\_\_  
Glenn Widener, E2  
Vice President, O & M Services, LLC

Date: \_\_\_\_\_



## APPENDIX "A"

### WAGES AND CLASSIFICATIONS

Classifications:

Wages of the following classifications will be paid as follows, unless hired as an apprentice:

<b>Job Classification</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>	<b>7/1/2024</b>
Auto Mechanic, Carpenter, Electrician, Electronic Technician, HVAC Control Systems Mechanic, HVAC Mechanic, Hazardous Materials Technician, Machinist, Operator Mechanic, Painter, Pipefitter/Plumber, R&D Technician, Research Maintenance Machinist, Research Maintenance	\$ 35.45	\$ 36.12	\$ 36.82	\$ 37.55
Maintenance Mechanic	\$ 34.23	\$ 34.86	\$ 35.52	\$ 36.22
ES&H Technician	\$ 32.36	\$ 32.94	\$ 33.55	\$ 34.19
Truck Driver	\$ 31.10	\$ 31.65	\$ 32.23	\$ 32.84
Unit Secretary	\$ 30.63	\$ 31.16	\$ 31.72	\$ 32.31
Warehouse Specialist 2	\$ 29.75	\$ 30.26	\$ 30.80	\$ 31.37
General Maintenance	\$ 29.22	\$ 29.72	\$ 30.24	\$ 30.79
Warehouse Specialist 1	\$ 28.71	\$ 29.19	\$ 29.70	\$ 30.24
Laborer / Recycler	\$ 25.16	\$ 25.49	\$ 25.90	\$ 26.33
Driver Messenger	\$ 22.71	\$ 23.22	\$ 23.75	\$ 24.30
Unit Clerk, Sr.	\$ 22.01	\$ 22.50	\$ 23.01	\$ 23.54
Heavy Duty Janitor	\$ 21.29	\$ 21.76	\$ 22.25	\$ 22.76
Janitor	\$ 20.19	\$ 20.63	\$ 21.09	\$ 21.57

	<b>7/1/21</b>	<b>7/1/2022</b>	<b>7/1/2023</b>	<b>7/1/2024</b>
Package Increase	2.75%	2.75%	2.75%	2.75%
Employee Pension Wage Diversion				
Under \$25.00	\$0.25	\$0.25	\$0.25	\$0.25
Pension	\$4.95	\$5.20	\$5.45	\$5.70
Over \$25.00	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$7.00	\$7.50	\$8.00	\$8.50
Education Fund	7/1/21	7/1/2022	7/1/2023	7/1/2024
	\$0.15	\$0.15	\$0.15	\$0.15
Labor/Recycler	7/1/21	7/1/2022	7/1/2023	7/1/2024
Wage	\$25.16	\$25.49	\$25.90	\$26.33
Pension	\$4.95	\$7.50	\$8.00	\$8.50

1. Lead employees will be paid ten percent (10%) above the journeyman's wage rate.
2. All wage increases will take effect the first full pay period in July of each year.

	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Janitor	\$20.19	\$20.63	\$21.09	\$21.57
General Maintenance	\$29.22	\$29.72	\$30.24	\$30.79
Plumber	\$35.45	\$36.12	\$36.82	\$37.55
Electrician	\$35.45	\$36.12	\$36.82	\$37.55
R&D Tech	\$35.45	\$36.12	\$36.82	\$37.55
HVAC	\$35.45	\$36.12	\$36.82	\$37.55
<b>Pension</b>				
Lead Janitor	\$4.95	\$5.20	\$5.45	\$5.70
Lead General Maintenance	\$7.00	\$7.50	\$8.00	\$8.50
Lead Plumber	\$7.00	\$7.50	\$8.00	\$8.50
Lead Electrician	\$7.00	\$7.50	\$8.00	\$8.50
Lead R&D Tech	\$7.00	\$7.50	\$8.00	\$8.50
Lead HVAC	\$7.00	\$7.50	\$8.00	\$8.50
<b>Lead 10% above Rate</b>				
Lead Janitor	\$22.21	\$22.69	\$23.20	\$23.73
Lead General Maintenance	\$32.14	\$32.69	\$33.26	\$33.87
Lead Plumber	\$39.00	\$39.73	\$40.50	\$41.31
Lead Electrician	\$39.00	\$39.73	\$40.50	\$41.31
Lead R&D Tech	\$39.00	\$39.73	\$40.50	\$41.31
Lead HVAC	\$39.00	\$39.73	\$40.50	\$41.31
<b>Package</b>				
Lead Janitor	\$27.16	\$27.89	\$28.65	\$29.43
Lead General Maintenance	\$39.14	\$40.19	\$41.26	\$42.37
Lead Plumber	\$46.00	\$47.23	\$48.50	\$49.81
Lead Electrician	\$46.00	\$47.23	\$48.50	\$49.81
Lead R&D Tech	\$46.00	\$47.23	\$48.50	\$49.81
Lead HVAC	\$46.00	\$47.23	\$48.50	\$49.81

APPENDIX "B"

**AUTHORIZATION FOR UNION DUES CHECK-OFF**

**ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO.**

\_\_\_\_\_  
Employer/Building/Facility

Dear Payroll Clerk:

You are hereby authorized and directed for the duration of the Agreement, effective \_\_\_\_\_, between the Employer and the Union, to deduct from earnings and pay over to the Union, monthly dues, permit fees, or initiation fees as set by the Union.

**Permit fees are equal to the dues amount and are payable for all months of employment when on probation or not a member of Local 95 and will continue until the initiation fee is paid in full.**

You are hereby authorized to deduct such dues from my earnings, payable the first pay of each month. In the event of insufficient earnings in the appropriate pay period, it shall be my responsibility to pay my dues directly to the Union.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date appearing above (or until the expiration of the present Agreement between the Employer and the Union, whichever is sooner), at which time it may be revoked by written notice by Registered Mail, given by me to the Employer and the Union, or any time during the period of five (5) days prior to the expiration of the one (1) year period (or five (5) days prior to the expiration of the present Agreement, whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, or for the term of any succeeding Collective Bargaining Agreement between the Employer and the Union, whichever period is shorter, with the same privilege of revocation at the end of each such period.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Please Print Your Name

**Initiation Fee = \$125.00**

**Check appropriate payment option**

☐ 1 payment of \$125.00 ☐ 2 payments of \$62.50 ☐ 3 payments (1 payment of \$45.00 & 2 payments of \$40.00)

**\*Monthly Dues Calculation\***

\*Package Rate x 2 + current Int'l Per Capita Rate

\*Package Rate = hourly wage rate + hourly CPF contribution rate (if applicable)

**NOTE: One copy to the Employer and one copy to the Union.**



APPENDIX "B"

AUTHORIZATION FOR UNION DUES CHECK-OFF

**ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO.**

\_\_\_\_\_  
Employer/Building/Facility

Dear Payroll Clerk:

You are hereby authorized and directed for the duration of the Agreement, effective \_\_\_\_\_, between the Employer and the Union, to deduct from earnings and pay over to the Union, monthly dues, permit fees, or initiation fees as set by the Union.

**Permit fees are equal to the dues amount and are payable for all months of employment when on probation or not a member of Local 95 and will continue until the initiation fee is paid in full.**

You are hereby authorized to deduct such dues from my earnings, payable the first pay of each month. In the event of insufficient earnings in the appropriate pay period, it shall be my responsibility to pay my dues directly to the Union.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date appearing above (or until the expiration of the present Agreement between the Employer and the Union, whichever is sooner), at which time it may be revoked by written notice by Registered Mail, given by me to the Employer and the Union, or any time during the period of five (5) days prior to the expiration of the one (1) year period (or five (5) days prior to the expiration of the present Agreement, whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, or for the term of any succeeding Collective Bargaining Agreement between the Employer and the Union, whichever period is shorter, with the same privilege of revocation at the end of each such period.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Please Print Your Name

**Initiation Fee = \$300.00**

**Check appropriate payment option**

☐ 1 payment of \$300.00 ☐ 2 payments of \$150.00 ☐ 3 payments of \$100.00 ☐ 6 payments of \$50.00

**\*Monthly Permit Fees or Dues Calculation\***

\*Package Rate x 2 + current Int'l Per Capita Rate

\*Package Rate = hourly wage rate + hourly CPF contribution rate (if applicable)

**NOTE: One copy to the Employer and one copy to the Union.**

**APPENDIX "C"**

***International Union of Operating Engineers***  
***Local Union No. 95-95A***

Affiliated with State Council of Operating Engineers  
Members of the Pennsylvania AFL-CIO

300 SALINE STREET  
PITTSBURGH, PA 15207  
(412)-422-4702  
FAX (412)-422-4721

116 DOBSON AVENUE  
WARREN, PA 16365  
OFFICE/FAX  
(814)-726-7334

**GRIEVANCE FORM**

Building \_\_\_\_\_ Grievance No. \_\_\_\_\_

Date Filed: \_\_\_\_\_ Step No. \_\_\_\_\_

Grievant Name(s): \_\_\_\_\_

Date of Grievance: \_\_\_\_\_ Steward: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

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

The Grievance is a violation of but not limited to:

Article(s): \_\_\_\_\_

Relief Requested: \_\_\_\_\_

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Steward's Signature

\_\_\_\_\_  
Company's Signature, Title

Company Response: \_\_\_\_\_

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

Date of Company Response: \_\_\_\_\_

Attach all pertinent material.

**Union Response**

Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Date \_\_\_\_\_ Step No. \_\_\_\_\_

**White copy: Union**

**Yellow copy: Grievant**

**Pink copy: Employer**

