

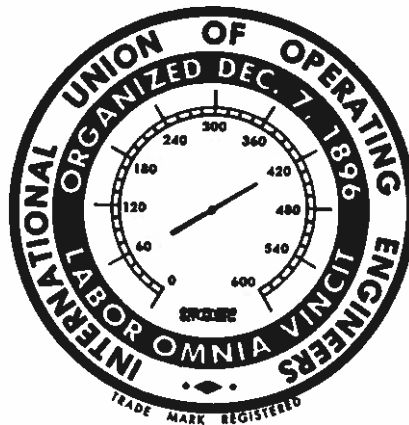
***FIELD ENGINEERS – TECHNICAL ENGINEERS***

***AGREEMENT***

between

***ASSOCIATIONS – INDEPENDENT EMPLOYERS***

and



**I.U.O.E. Local 4**

**NOV 10 2022**

**RECEIVED**

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***INTERNATIONAL UNION of OPERATING ENGINEERS***

***LOCAL 4***

November 1, 2022 – October 31, 2027

This Agreement entered into this first day of November 2022, by and between the Associations and such Independent Employers as subscribed below, hereinafter known as the "Employer," and the **International Union of Operating Engineers Local No. 4-E**, hereinafter known as the "Local" or and shall continue in full force through the 31st day of October 2027.

## **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, including the discharge of an employee, or any misunderstanding in the interpretation of this Agreement, 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 Employers and employees.

## **ARTICLE I** **CRAFT JURISDICTION**

1. This Agreement shall apply only to those employees as defined in Article VIII herein employed in line and grade work, including but not limited to: the work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the establishing of right-of-way, control points and lines; and the cross sectioning of areas. All instruments, including global positioning instruments and optical and electronic line, distance and grade devices used in connection with the above work. Field Engineer/Technical Engineer jurisdiction may terminate at the point where precise measurement by survey instruments has ended.
2. The Local recognizes that surveying instruments; transits, levels, theodolites, electrotapes, lasers when used as instruments, piezometers when instrumented and fathometers, may be used by executive and supervisory personnel.
3. In the event of the absence of an employee, the Employer shall call for a replacement, and in the meantime, may do the work with supervisory personnel.

## **ARTICLE II** **SCOPE OF EMPLOYMENT**

1. The parties to this Agreement believe that a uniform Agreement, when applied to line and grade work, if adopted by the Local and the Employers engaged in heavy and building construction, would further the interest of this industry. Building and heavy construction, where referred to in this Agreement, is defined as work performed within the scope of the project construction agreement including verification of location and elevation when necessary. This uniform Agreement should contain the following principles.
  - (a) There should be no limitations to the amount of work a Field Engineer/Technical Engineer shall perform during the work day, it being understood that an employee shall perform a fair and honest day's work.
  - (b) That there be no restrictions of the use of tools, appliances or new technologies.
  - (c) Employees covered by this Agreement may be used by the Employer in other office related work.
  - (d) This Agreement excludes executives, administrators, and supervisors, and shall not apply to any field survey work beyond the direct control of the Employer, or when the owner retains Licensed Land Surveyors or Licensed Professional Engineers to check or verify any work.

2. When the Employer, party to this Agreement, does any work other than the type of work covered by this Agreement, he shall conform to any applicable agreement that exists between an employing group and the International Union of Operating Engineers.

### ***ARTICLE III***

### **TERRITORIAL JURISDICTION**

This Agreement shall apply within the territorial jurisdiction of Local No. 4 and its Branches as granted by the International Union of Operating Engineers and outlined herein as follows: Eastern part of Massachusetts, including Worcester County (with the exception of the townships of Sturbridge, Brookfield, Oakham, Hubbardston, Templeton, Royalston, and Winchendon); the State of Maine; and the eastern part of New Hampshire, including Counties Coos, Carroll, Strafford, Belknap, and Rockingham.

### ***ARTICLE IV***

### **LABOR MANAGEMENT RELATIONS**

1. The Local is recognized as the sole and exclusive agency and representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment, and for the purpose also of other mutual aid and protection. The Employer shall not make any agreement in conflict with the provisions of this Agreement.
2. Subject to applicable existing Federal and State Laws, the Employer recognizes that the Local is the established and prime source of skilled and dependable labor necessary or required to perform the kind of work covered within its craft jurisdiction; and that the Local is normally ready, able, and willing to supply such kind and quality of labor; and the Employer recognizes that all labor to be hired shall be of a kind and quality able to work efficiently with other labor employed or to be employed on work. The Employer agrees that on occasion of need for such labor, it shall notify the Local of the need for qualified workers in the classifications within its craft jurisdiction.
3. Qualified workers procured by the Employer from other sources shall become and remain members of the Local after the seventh day from the date of employment. All employees shall be hired by the Employer.
4. The Local may appoint stewards on jobs. The steward shall not be discriminated against because of his activities on behalf of the union. In the event a steward is laid off, he shall be given consideration on any new job opportunity for which he is qualified. Stewards shall be allowed to consult other engineers on the job with as little interruption as possible to the work. Business Agents shall be allowed to visit all jobs, inspect cards, appoint stewards, and enforce the provisions of this Agreement.

### ***ARTICLE V***

### **STRIKE AND LOCKOUTS**

There shall be no suspension of work or establishment of picket lines during the time any dispute shall exist. The parties agree there shall be no lockouts by the Employer, nor any strikes or stoppage of work by the Local except for nonpayment of wages, including contributions to the Health & Welfare, Pension, Annuity & Savings 401(K) Plan, Cooperative Trust and Training Funds.

## **ARTICLE VI** **SUBCONTRACTING**

The Employer agrees not to sublet any work covered by this Agreement unless the subcontractor to whom the work is sublet is party to, or prepared to become party to, a current agreement with the Local. This clause shall not be applicable when the Employer hires a professional engineering firm for the purpose of certification.

## **ARTICLE VII** **SIZE AND MAKE-UP OF PARTIES**

The Employer shall determine the size and make-up of parties. The various classifications of the make-up of a party is to be determined according to the definition as set forth in Article VIII of this Agreement.

## **ARTICLE VIII** **DEFINITION OF CLASSIFICATION**

1. **RODPERSON** - shall care for surveying equipment and tools; drive stakes, man tape and level rod; index, file and maintain line and grade data; make and flag grade stakes; prepare, apply and maintain control points, monuments, stations, turning points, and bench marks on construction sites; trace and letter maps and drawings from field sketches.
2. **INSTRUMENT PERSON** - shall be capable of performing all of the duties of a Rodperson, shall set up and operate transit, level and related surveying instruments; make simple field drawings of lines and grades from sketches; direct Rodperson, establish lines and grades; handle all related computation problems.
3. **PARTY CHIEF** - shall be capable of performing all the duties of Rodperson and Instrument Person, shall lay out work and the related lines and grades, direct the work of Rodperson and Instrument Person.
4. **CHIEF OF SURVEY** - One who directs the activities of several survey crews, organizes the field work and may act as a working Party Chief.

## **ARTICLE IX** **HOURS**

1. The regular work day shall consist of eight (8) hours a day between the hours of 8 a.m. and 4:30 p.m. These hours may be advanced one (1) hour or one-half (½) hour by the mutual agreement of the Employer and the Business Agent.
2. Guaranteed forty (40) hours between Monday and Friday, except as provided below:
  - (a) At the completion of work, which may come only after at least one full week worked immediately preceding completion, employees shall receive no less than three (3) days' pay unless the work extends beyond the third day, in which case a full week's wages shall be paid.
  - (b) Employees, who voluntarily quit or are discharged, shall receive pay for time actually worked.
3. When two (2) shifts are employed, the starting time, unless changed by mutual agreement, shall be Monday 8 a.m., Monday 4 p.m., respectively, and second shift shall have completed a forty (40) hour week by midnight the following Friday. All work between Friday midnight and Saturday midnight to be paid for at the rate of time and one-half. All work between Saturday midnight and Sunday midnight shall be paid at the rate of

double time.

4. When three (3) shifts are employed, the starting time shall be Monday 8 a.m., Monday 4 p.m., Monday 12 midnight, respectively, and last shift shall have completed a forty (40) hour week by 8 a.m. the following Saturday. All work between 8 a.m. Saturday and 8 a.m. Sunday shall be paid for at the rate of time and one-half. All work between 8 a.m. Sunday and 8 a.m. Monday shall be at the rate of double time.

5. For training hours required by a project owner or awarding authority (such as Keolis or Massport) on a week prior to the start of the job, the applicable wage rate shall be the Group III broken time rate for guaranteed minimum of eight hours except for those employees whose rate on the job will be less than Group III broken time rate, who receive their regular rate for these training hours. The full amount of benefit contributions will be paid for each such hour. This section will not apply to any OSHA training, or any orientation or training with regard to any PLA. This section will apply to an Employer who is regularly engaged in the business of renting cranes provided that the employee is guaranteed eight and does not return to work.

6. Employees, when ordered out on a Saturday or Sunday shift, shall receive a guarantee of eight (8) hours work at premium pay, unless the inclement weather clause conditions as follow apply:

#### **ARTICLE X INCLEMENT WEATHER**

1. In the event that members of the Local are ordered out for work on Saturdays and/or Sundays, and due to inclement weather only are unable to work, they shall be paid as follows:

- (a) For reporting but not starting, they shall receive two (2) hours at the premium rate.
- (b) For starting work, they shall receive no less than four (4) hours at the premium rate.
- (c) For work continuing beyond the fourth hour, they shall receive a minimum of eight (8) hours at the premium rate.

2. The Employer is not required to pay the 40-hour work week guarantee for days not worked due to a State of Emergency that has been declared by the Governor of Massachusetts prior to the start of the workday.

#### **ARTICLE XI HOLIDAYS**

1. The holidays which are to be observed in this Agreement are as follows: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, or days on which these holidays are observed. An employee shall receive eight (8) hours straight time pay for a holiday not worked including a holiday falling on Saturday. At the Employers election, an Employer may swap the Columbus Day holiday for the day after Thanksgiving. The Employer must give all Employees written notice of this option at least one week in advance of the Columbus Day holiday. When an Employer elects to take the day after Thanksgiving in lieu of the Columbus Day Holiday and Employees who would have been eligible for the Columbus Day Holiday are laid off before Thanksgiving they will be paid the one day of holiday pay for the day after Thanksgiving.

2. Employees ordered out on the above holidays shall receive a guarantee of eight (8) hours work at two times their regular rate of wages, within the hours of their regular shift.

3. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

## **ARTICLE XII** **OVERTIME**

The overtime premium rate for Field Engineers covered by this Agreement shall be the same as contained in the applicable Local 4 Operating Engineers Agreements for Building, Heavy/Highway, or Marine construction and shall depend upon the type of construction work upon which Field Engineers/Technical Engineers are working.

## **ARTICLE XIII** **EQUIPMENT AND RAIN GEAR**

1. Rain gear shall be supplied by the Employer.
2. All survey and layout equipment and/or supply such as tapes, chains, plumb bobs, chalk boxes, pencils, rules, field books, and any other supplies needed for the job are to be provided by the Employer.
3. Employees shall be responsible for rain gear, equipment, and supplies issued to them.

## **ARTICLE XIV** **HEALTH & WELFARE, PENSION, ANNUITY & SAVINGS, COOPERATION TRUST,** **APPRENTICE, C I M INDUSTRY ADVANCEMENT FUNDS AND IUOE NATIONAL** **TRAINING FUND**

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 4 Health and Welfare Fund, hereinafter referred to as the **"Welfare Fund."**
  - (b) International Union of Operating Engineers Local 4 Pension Fund, hereinafter referred to as the **"Pension Fund."**
  - (c) International Union of Operating Engineers Local 4 Annuity & Savings 401(k) Fund, hereinafter referred to as the **"Annuity & Savings Funds."**
  - (d) Hoisting and Portable Engineers Local 4 Apprentice and Training Program, hereinafter referred to as the **"Apprentice Program Fund."**
  - (e) International Union of Operating Engineers Local 4 Labor Management Cooperation Trust, hereinafter referred to as the **"Cooperation Trust."**
  - (f) C I M Industry Advancement Fund, hereinafter referred to as the **"Industry Advancement Fund"**.
  - (g) IUOE National Training Fund, hereinafter referred to as the **"IUOE National Training Fund"**.

Each Employer who is party to this Agreement agrees to be bound by the terms of the respective Declarations of Trust, and any amendments thereto, and designates as its representatives on the Boards of Trustees such Trustees as have been designated Employer Trustees in the manner provided in the Agreements and Declarations of Trust.

2. The respective rates per hour as shown in the "Schedule of Wages" in the Agreement shall be paid for each payroll hour (with the exception of Annuity contributions, 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. Overtime contributions to the Annuity Fund shall be paid at time and one-half for all classifications of overtime.
- (a) Upon proper written authorization on a form furnished by the Local Union, the Employer may withhold from the employee's gross wage before any deduction for taxes, an amount as established from time to time by the Annuity Trustees, for deposit in the Annuity & Savings 401(k) Plan, a Retirement Plan intended to qualify under the Employee Retirement Income Security Act of 1974 (ERISA).
3. On or before the nineteenth day of each month, the said payment shall be due and payable for all such payroll periods ending the next preceding month; except that in the case of contributions to the Annuity and Savings 401(k) Plan the contributions shall be due at the date they are first reasonably segregable, but no later than the nineteenth day of the month. 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 payments shall be due weekly and payable within three (3) days after the end of the payroll week.
4. Payments not received at the Fund Office by the last day of the month following the month during which the work was performed will be assessed interest at the rate of one (1%) percent per month, except that interest due on late Annuity and Savings Plan 401(k) payments shall be assessed in accordance with the rules and regulations of the Department of Labor.
5. 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 priority's incident to and in proceedings for the relief of debtors; and this Article shall bind all legal representatives, successors, and assigns of an Employer.
6. The Trustees, or representatives when authorized by the Trustees in each case, shall have the 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.
7. Failure of the Employer to comply with this Article or any part thereof may be treated by the Local as a breach of the working agreement between the Local and the defaulting Employer; and notwithstanding other provisions of this Agreement (Arbitration Article XVIII, or otherwise to the contrary, immediate work stoppage and use of picket lines against such defaulting Employer are permitted. Any cost, inclusive of legal fees, incurred by the Local, or the Funds, in the collection of obligations to make payment due the Welfare, Pension, Annuity, Annuity & Savings, Cooperative Trust, Industry Advancement, and Apprentice Program Funds shall be borne by the defaulting Employer.
8. 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 and Welfare Fund, Pension Fund, Annuity & Savings Fund, Cooperative Trust, Industry Advancement and Apprentice Program Fund shall not be discontinued pending negotiations of a new Agreement.
9. The Health & Welfare, Pension, Annuity & Savings, Cooperative Trust, and Apprentice Program Funds shall be respectively administered by three (3) Trustees appointed and/or elected by the Local and three (3) Trustees appointed by the Association (unless it shall be mutually agreed to decrease the number of

Trustees or to consolidate the Welfare Fund, Pension Fund, Annuity & Savings Fund, Cooperation Trust and Apprentice Program Fund 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.

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 at the discretion of the Trustees.

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

12. The Annuity and Savings Fund shall be used for the purpose of providing pension benefits for employees covered by this Agreement by means of investments, Annuity contracts, or otherwise at the discretion of the Trustees.

13. The 401(k) component of the Annuity & Savings Fund shall be used to assist the members in attaining their savings objectives.

14. The Apprentice Program Fund shall be used for the purpose of providing and defraying costs of apprenticeship or other training programs.

15. The Cooperation Trust shall be used for the purposes set forth in the Trust Agreement establishing said Trust.

16. An Employer shall have the option of contributing or not contributing to the Labor Management Cooperative Trust and the Industry Advancement Fund as provided herein. In the event the Employer opts not to contribute to one or more of the above-named Funds, the amount of such contribution shall be added to the hourly wage rates contained herein. Each signatory Association may exercise this option for its members; non-association Employers shall exercise this option on an individual basis.

17. From time to time the Building Committee, established to provide for increased industry requirements, shall determine what additional Employer contributions, if any, are required to keep the Apprentice Program Fund fiscally sound.

18. With regard to the Massachusetts Earned Sick Leave Law ("Statute"), the Employer is not required to pay benefit contributions to the IUOE Local 4 Funds for sick leave payroll hours earned under the statute. Union Dues and Social and Political Action Committee payment shall be deducted from employees wages in the same manner for sick leave payroll hours as for all other payroll hours. Payment of benefit contributions for "each payroll hour" remains in full force and effects in all respects excepting only sick leave payroll hours earned under the statute. The Employer agrees to report monthly to the fund office, when submitting the Employers usual monthly submitting report, The names of any employees who were paid earned sick leave wages and the numbers of hours paid.

19. The IUOE National Training Fund Shall be used for the purpose of providing training to the operating engineer



**ARTICLE XV**  
**DUES DEDUCTION**

1. It is agreed that the Employer shall deduct one and three-quarters (1 3/4%) percent of gross wage and benefit package before any deduction for taxes, for each payroll hour as defined in XIV, Section 2, provided the employee has executed a written authorization for such deduction. All such deductions shall be reported monthly on a single form along with all the other Funds provided for in the Agreement. One check covering the total of all the Funds shall be sent along with the form in accordance with the provisions of Article XIV.
2. It shall be the sole responsibility of the Local Union to procure, pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, the signed individual authorization of every employee subject to this Agreement, both present and future. The Local shall indemnify and hold harmless the Employer from any claims arising under this Article including the furnishing of counsel to defend against any such actions.

**ARTICLE XVI**  
**SOCIAL and POLITICAL ACTION COMMITTEES**

1. The Social and Political Action Committees (SAC/PAC) Funds, administered by the Local shall be funded by a voluntary five (5) cents per hour payroll deduction, subject to increase at the direction of the parent body, the purpose of which shall be to enable the Local to participate more fully in matters affecting the welfare of its members.
2. It is agreed that the Employer shall deduct five (5) cents from net wages after taxes, for each payroll hour as defined in Article XIV, Section 2, provided the employee has executed a written authorization for such deduction. All such deductions shall be reported monthly on a single form along with all the other Funds provided for in the Agreement. A check covering the total of all the Funds shall be sent along with the form in accordance with the provisions of Article XIV, Sections 2 and 3.
3. It shall be the sole responsibility of the Local to procure pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, the signed individual authorization of every employee subject to this Agreement, both present and future. The Local shall indemnify and hold harmless the Employer from any claims arising under this Article including the furnishing of counsel to defend against any such actions.

**ARTICLE XVII**  
**CIM INDUSTRY ADVANCEMENT FUND**

Each Employer subscribes to and agrees to be bound by the CIM Industry Advancement Program Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the trustees within the scope of said Agreement. The industry Advancement Fund shall be administered solely and exclusively by Trustees appointed by pursuant to the provisions of the Trust instrument. In the event that the Union has reasonable cause to believe that the Industry Advancement Fund is being used for any purposes prohibited by this Agreement, the dispute shall be subject to the arbitration provisions of this Agreement. Each employer who is party to this Agreement agrees to and shall pay and contribute two (02) cents per hour on behalf of the Industry Advancement Fund. This payment shall be included in the contributions due to the LMCT.

## **ARTICLE XVIII**

### **ARBITRATION**

1. In case of any dispute, including the discharge of an employee, between an employee and the Employer, or any misunderstanding in the interpretation of this agreement, the matter shall be referred to the Employer and Business Agent of the Local, and the matter shall failing adjustment, be adjusted as hereinafter provided.
2. It is agreed that a Joint Board of Interpretation, composed of two (2) members of each party negotiating this Agreement, shall be established to whom shall be referred any dispute arising over the discharge of an employee or the interpretation of this Agreement, and the decision of such Board shall be final. The Board shall make its decision within seventy-two (72) hours. In the event of the failure of the Joint Board of Interpretation to arrive at a solution, an Umpire shall be chosen by them. If the parties are unable to agree upon an umpire, the matter shall be referred to the American Arbitration Association. The decision of the Umpire shall be final.
3. The parties agree that said Umpire shall have no power to alter amend, or modify any of the expressed provisions of this Agreement.
4. The parties hereto agree that there shall be no suspension of work or establishment of picket lines during the time any dispute shall exist unless the Employer refuses to agree to arbitration or fails to comply with the arbitration award.
5. The parties recognize that there is a voluntary Plan for Settlement of Jurisdictional Disputes in the Construction Industry. The parties hereto agree to abide by and conform to all rules and decisions of the Plan.

## **ARTICLE XIX**

### **WAGES**

1. To maintain the historical relationship between Local 4 Operating Engineers and Field Engineers, the wage increases for each year of this Agreement will be the same as settled with Local 4 Operating Engineers, for the year, that is: Chief of Party will receive the same increase as the Group I rate; Instrument Person will receive the same increase as Group II and Rodperson will receive the same increase as Group IV B. All will get the fringe benefit increase which is uniform for all groups.
2. See attached "SCHEDULE OF WAGES."

## **ARTICLE XX**

### **BONDING**

1. The Employer may, at the discretion of the Business Manager, be required to provide a surety bond to guarantee payment to the Health & Welfare, Pension, Annuity, Annuity & Savings, Cooperation Trust, Industry Advancement and Apprentice Program Funds as well as payment of Dues and Social Action Committee payroll deductions under any one of the following circumstances.
  - (a) An Employer with no prior contribution history to the I.U.O.E. Local 4 Fringe Benefit Funds.
  - (b) An Employer who becomes 60 days or more delinquent in submitting payment of contributions due.
2. An Employer who is required to furnish a bond under this Article will be released from its obligation

after a twelve (12) consecutive month period during which it was not delinquent in its contributions.

3. Copies of the bond and/or renewal certificate from the bonding company indicating the bond has been purchased and paid for by the Employer must be furnished to the Union or Fringe Benefit Office.

4. The amount of bond shall be six (6) times the estimated monthly total contributions, but not less than \$25,000.

5. Whenever an Employer is over one (1) month in default of payment to the Health & Welfare, Pension, Annuity, Annuity & Savings, Cooperative Trust, Industry Advancement or Apprentice Program Funds, IUOE National Training Fund or payment of Dues and SAC/PAC payroll deductions, and reasonable notice of such default is given to the Employer, the Local may remove its members from the work of said Employer, all other provisions of this Agreement notwithstanding.

(a) If such employees as are removed remain on the work site during the regular working hours, they shall be paid for the lost time, not to exceed three (3) days pay.

6. The Trustees may at their discretion, require any Employer who becomes sixty (60) days or more delinquent in its contributions to make weekly reports and payments of contributions.

### **ARTICLE XXI** **DRUG ABUSE PREVENTION AND DETECTION**

The parties recognize the problems which drug abuse have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

2. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior 18 months of the date of application for re-employment.

3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.

4. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test results would have been positive for an unlawful substance.

5. An Employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.
6. No later than June 1, 2009 each Employer signatory to this Agreement must have adopted and implemented a drug/alcohol testing program, which will include a provision for random drug testing, and will be otherwise similar to the Substance Abuse Program currently in effect at the Harvard University Project Labor Agreement (on file at the Union Hall Office) for major construction, renovation and rehabilitation. Any dispute as to whether a specific Employers program is substantially similar to the aforesaid Harvard University program, as well as any other dispute concerning the Employers adoption and implementation of its program, shall be subject to the Grievance and Arbitration provisions of this Agreement. Adherence to the procedures set forth in the Harvard University Program shall institute compliance with section 8 of this article.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive results arises from the initial test, a confirmation test must be utilized before final action can be taken against the employee or applicant. The parties recognize that in most cases the Employer will not be aware of any positive results arising from an initial test until after the results of the confirmation test are made known; however, should the employee be suspended based on any initial test results and the confirmation test indicates that the initial test was erroneous and the confirmation test is negative, the employee shall be reinstated with all lost earnings. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secure long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.
9. Present employees, if tested positive, shall have the option of a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.
10. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug policy, the Employer will notify the interested Unions in writing prior to implementing such policy.
12. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
13. The Employer shall indemnify and hold the Local harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

**ARTICLE XXII**  
**TERMINATION**

*The terms and conditions of this Agreement shall be effective the first (1st) day of November 2022, and shall continue in effect through the thirty first (31st) day of October 2027.*

*This Agreement shall continue to be effective from year to year unless either party, at least ninety (90) days prior to October 31, 2027, or prior to October 31st in any year thereafter, gives notice in writing to the other party of its intention to terminate said Agreement and requests that negotiations be entered into for its alteration or amendment. In the event that the parties hereto cannot reach an agreement at least 30 days prior to October 31, 2027, or thirty days prior to October 31st in any year thereafter, such party shall give notice of the failure to reach such agreement to the Federal Mediation Service and any appropriate State Agency.*

FOR THE EMPLOYER

FOR THE INTERNATIONAL UNION of  
OPERATING ENGINEERS LOCAL 4E

Marguerite Concrete Inc.  
COMPANY NAME 11 Rosenfeld Drive  
Hopedale, MA 01747  
508-482-0060

BY

11/4/2022  
TITLE

jmarginrite@margueriteconcreteinc.com

James Marguerite - President  
Marguerite Concrete Inc.

PRINT NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

William J. McLaughlin  
BUSINESS MANAGER

ne 2 B ~  
PRESIDENT

Charles J. Torgny  
RECORDING-CORRESPONDING  
SECRETARY

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