

AGREEMENT

between

THE CARRILLO STEAM PRODUCTION ASSOCIATION

and

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

SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2025

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ARTICLE 1
Recognition

Section 1.1 The Carrillo Steam Production Association (“CSPA”) recognizes the International Union of Operating Engineers, Local 95-95A, AFL-CIO (“Union”) as the sole and exclusive bargaining agent for the purpose of reaching agreement with respect to wages, hours and other conditions of employment for the classifications listed in Article 3 employed by CSPA.

ARTICLE 2
Union Security

Section 2.1 Each employee, who on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union for the duration of this Agreement.

Section 2.2 Any employee who fails to retain membership shall be subject to discharge by CSPA after CSPA has received written notification from the Union, addressed to the employee, giving such employee thirty (30) days in which to reinstate his membership.

Section 2.3 CSPA agrees to deduct the Union’s initiation fees, divided equally over the employee’s first three (3) paychecks, and monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to CSPA by the Union, and the aggregate deductions shall be remitted together with an itemized statement to the Union by the last day of the month after such deductions are made. Union dues shall be deducted from the second bi-weekly paycheck of the month. Further, the Union shall provide written notice to CSPA of the failure of any person to maintain his or her union membership in good standing as required herein. Within five workdays following receipt of such notice, CSPA shall provide written notice to the employee of such failure. The employee shall have thirty calendar days from the date of the CSPA’s notice to remedy the situation. Should CSPA not receive written notice from the union within five work days following the thirty day period that the employee has remedied the situation, the employee shall be dismissed.

Section 2.4 The Union agrees to hold CSPA harmless and to defend CSPA against any and all claims, suits, orders or judgments brought against CSPA as a result of any action taken under the provisions of this Article.

ARTICLE 3
Rates of Pay

Section 3.1 The job classifications of the employees in the bargaining unit covered by this Agreement and the hourly wage rates to be paid to such employees are as follows:

<u>Job Classification</u>	<u>09-01-2020</u>	<u>09-01-2021</u>	<u>09-01-2022</u>	<u>09-01-2023</u>	<u>09-01-2024</u>
Operating Engineer	\$35.38	\$36.35	\$37.35	\$38.38	\$39.53
Maintenance Engineer	\$31.51	\$32.38	\$33.27	\$34.18	\$35.21
Lead Engineer	\$39.98	\$41.08	\$42.21	\$43.37	\$44.67

The Lead Engineer, if any, shall be paid an hourly rate that is 13 percent higher than the rate for an Operating Engineer.

Section 3.2 Employees who are scheduled to commence work on the second and third shifts shall receive an additional one dollar (\$1) per hour worked. This differential applies to all hours of the shift worked so long as the shift starts on or after 12:00 noon or on or before 3:00 a.m. and the employee works four or more hours between the hours of 3:00 p.m. and 7:00 a.m.

ARTICLE 4 Management Rights

Section 4.1 Subject only to the limitations of this Agreement, the Union recognizes that CSPA retains the exclusive right to manage its business, including without limitation the right to establish, revise and administer policies and procedures, training, operations, services, and maintenance; to hire, to promote, to evaluate, to transfer, furlough, and recall employees to work; to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees, their hours of work and duties to be performed by them; to maintain the efficiency and effectiveness of employees; to establish, expand, reduce, appoint, combine, consolidate, or abolish any job classification, department, operation, or service; to determine staffing patterns and ratios and areas worked; to introduce new equipment and supplies; to determine schedules and assignment of employees to those schedules; to control and regulate the use of facilities, supplies, equipment, and other property of CSPA; to assign work and determine the qualifications required and the size and composition of the work force including the number of positions and ratio of full time to part time employees to fill those positions; to make or change rules, regulations, policies, and practices as CSPA; to determine or change the starting and quitting time and the number of hours worked; to determine the work shifts and shift rotations, and to exercise all such rights as normally are vested in and exercised by employers. The aforementioned rights are by way of example, not by way of limitation. It is agreed that no management right, function or prerogative or its exercise shall be limited by any past or present practice or course of conduct or other than by the express provisions of this Agreement.

ARTICLE 5 Probationary Employees

Section 5.1 All new or rehired employees shall be considered probationary employees for the first one hundred twenty (120) days actually worked. A probationary employee may be released for any reason, and is not covered by any provision of this Agreement other than Rates

of Pay, Union Security and Employee Benefits. The release of a probationary employee shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 6
Hours of Work and Overtime

Section 6.1 Eight (8) continuous hours shall constitute a day's work and forty (40) hours shall constitute a week's work; all hours over eight (8) hours in any one day and all hours over forty (40) hours in one week shall be considered overtime and paid for at the rate of time and one-half (1 ½) the regular rate. Employees who work on a seventh consecutive workday, within a work week, and who actually worked the previous six (6) days, shall be paid time and one-half (1 ½) for all hours worked on the seventh day. Overtime and all other premium pay shall not be pyramided.

Section 6.2 This article shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for the days and hours of work as scheduled or required in their job.

Section 6.3 Holidays as specified in Section 8.1, and paid time off other than sick time shall be considered hours worked for purposes of computing overtime.

Section 6.4 Employees called from their homes to work and who report to work shall be entitled to at least four (4) hours work or equivalent pay on such assignment at the rate of one and one-half (1 ½) times their regular hourly rate. This shall not be construed as a guarantee of the amount of overtime pay when called out before or retained after the scheduled work day, provided the regular and overtime hours are continuous.

ARTICLE 7
Bereavement Leave and Jury Duty

Section 7.1 An employee is entitled to be absent without loss of pay for a death in the immediate family. The absence for the death of a child, spouse, parent, parent-in-law, brother, sister, grandparent, grandchild, or step-child shall not exceed five (5) workdays or 40 hours. The provisions of this Article shall not apply to ex-in-laws. One (1) working day with pay shall be granted for the death of a brother-in-law, sister-in-law, aunt, uncle, cousin, niece or nephew to attend the funeral services.

Section 7.2 Any employee who is required to serve on a jury or who receives a subpoena to testify at a judicial proceeding shall be granted time off and paid the difference between jury duty or witness pay and his normal day's regular pay for each day spent on such leave.

ARTICLE 8
Holidays

Section 8.1 Employees who clock-in between 12:00 AM and 11:59 PM on the holiday will be paid holiday pay for all hours worked. Employees who clock-in the day before the holiday will not receive holiday pay for any hours worked, regardless of whether their shift

extends into the holiday. In no circumstances will the Employer pay more than 24 hours of holiday pay. Employees will be paid for eight (8) hours at their regular hourly rate for a holiday if not worked.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (1)

Section 8.2 In order to be eligible for holiday pay as set forth above, an employee must have worked his/her last scheduled day prior to the holiday and first scheduled day after the holiday, excluding pre-approved and pre-scheduled paid time off.

Section 8.3 Holidays shall be on the calendar days on which they actually fall.

Section 8.4 When two employees desire the same Floating Holiday, but in the opinion of CSPA only one may be spared, the employee with the highest departmental seniority within their classification shall have priority.

ARTICLE 9
Paid Time Off

Section 9.1 PTO accruals are based on the number of eligible hours, up to a maximum of 80 eligible hours per pay period. Eligible hours include paid hours such as regular hours worked, overtime hours worked or PTO, Holiday time off, Holiday time worked, Bereavement Leave, Military Leave, Jury duty and Call in time. All other paid hours and all categories of unpaid hours do not accrue PTO.

PTO accrual schedule. The maximum annual PTO accrual depends on eligible hours paid and length of service (which is based on anniversary year from date of hire) in accordance with the following schedule:

REGULAR FULL TIME

<u>YEARS</u>	<u>HOURS PER YEAR</u>	<u>ACCRUALS EARNED PER HOUR</u>
0-5	141 (17.625 days)	.068 hours
5-15	181 (22.625 days)	.087 hours
15+	221 (27.625 days)	.106 hours

(0-5 years means from the start of your employment to the completion of the 5th year of service, 5-15 means upon the start of the 6th year of service to the completion of the 15th year of service and 15+ means upon the start of the 16th year of service).

Changes to accruals based upon length of service are effective at the start of the pay period after reaching the new length of service.

At the end of every pay period, a bargaining unit member's PTO is adjusted by adding to the balance the amount of time earned during that pay period and by subtracting the amount of PTO used during the same period. PTO balances cannot be negative. PTO will not be granted if PTO time has not been earned, i.e., only accrued time can be used. A bargaining unit member may not "cash in" accrued PTO time (that is, receive pay for accrued unused PTO hours), except at termination of employment inclusive of Retirement. In case in the death of a regular full time bargaining unit member who is eligible at the time of death for PTO, such PTO will be paid to the lawful heirs of the regular full time bargaining unit member.

Section 9.2 PTO Sick - PTO sick may be used for time off for personal illness or injury or illness or injury of a family member. PTO sick time is to be reported by the bargaining unit member according to his/her established department or unit procedures and standards.

A bargaining unit member taking three (3) consecutive PTO sick days or more may be required to furnish CSPA with a physician's certificate.

CSPA may require a written statement from the bargaining unit member's physician to determine whether or not said bargaining unit member is fit to return to work.

A physician's certificate may also be required when in the opinion of CSPA there has been an abuse of PTO sick. The bargaining unit member shall receive prior warning of said abuse.

Section 9.3 Bargaining unit members may accumulate and carry up to a maximum of one and one half (1 ½) times of their annual maximum amount of PTO.

Section 9.4 Bargaining unit members may use unscheduled PTO in a minimum of one (1) hour increments.

Section 9.5 PTO accrual stops when the eligible bargaining unit member begins receiving Short Term Disability or Worker's Compensation or Long Term Disability benefits.

Section 9.6 CSPA shall have the right to schedule PTO used as vacation so that an adequate compliment of employees will be available at all times.

PTO used as vacation shall be scheduled by April 15 of each year and may be changed thereafter only with the express permission of CSPA.

When two employees desire the same PTO vacation period, but in the opinion of CSPA only one may be spared, the employee with the highest departmental seniority within their classification shall have priority.

Section 9.7 CSPA agrees to make available to bargaining unit members, during the term of this agreement, buying and selling of up to 40 hours of vested PTO on the same basis and under the same guidelines and restrictions as such benefits are made available to UPMC hourly paid staff. As determined solely by UPMC eligibility to participate may, from time to time, change during the term of this agreement and as such changes become effective for UPMC hourly paid staff they shall also become available for members of the bargaining unit.

ARTICLE 10
Uniforms

Section 10.1 CSPA will provide each employee with five (5) uniforms in good condition, to be maintained by the employees. Damaged or worn uniforms will be replaced as needed upon return. Employees will be issued a voucher in the amount of \$150 each year to be used for the purchase of a type of work boots approved by management from an approved vendor. It is understood and agreed that all bargaining unit employees are required to wear approved work boots at all times while on duty.

ARTICLE 11
Seniority

Section 11.1 Seniority shall be considered as the amount of continuous service with CSPA commencing with completion of the probationary period and retroactive to the date of regular hire with CSPA. Seniority shall be used to determine the following:

- (a) Order of layoff;
- (b) Order of recall from layoff; and
- (c) Scheduled time off where more than one employee has requested the same time off.

Section 11.2 In the event CSPA posts a steady shift for bid, the shift will be awarded based on ability as determined solely by management. The term “ability” shall mean the ability to perform the work in an effective and efficient manner. Where ability of applicants as determined by management is essentially equal, the shift will be awarded on the basis of classification seniority within the specific classification involved.

Section 11.3 In cases of promotion, vacancies that management decides to fill shall be filled in the same manner described above for steady shifts. CSPA retains the right to determine the employee’s ability to perform the work in an effective and efficient manner, and any employee so promoted has three (3) months in which to prove his/her ability; should the employee be deemed to lack the requisite ability to perform the job, in the sole judgment of CSPA, the employee shall be returned to the job from which he/she was promoted without any loss in seniority.

Section 11.4 Seniority and employment shall be terminated if any of the following shall occur:

- (a) Resignation;
- (b) Discharge for cause;
- (c) Failure to respond within ten (10) days to a letter of recall mailed to the employee's last known address;
- (d) A period of layoff of twelve (12) consecutive months;
- (e) Inability to work at regular duties for a period of twelve (12) consecutive months due to illness or injury; or
- (f) Inability to work at regular duties for a period of twenty-four (24) consecutive months due to workplace illness or injury.

ARTICLE 12
Benefits

Section 12.1 CSPA agrees to make available to bargaining unit members, during the term of this Agreement, health, prescription drug, vision care, dental, life and accidental death and dismemberment insurance benefits on the same basis and under the same insurance plans as such benefits are made available to hourly paid UPMC hospital employees. As determined solely by UPMC, eligibility to participate, co-payments required by employees, benefit provisions and coverages available may, from time to time, change during the term of this agreement and as such changes become effective for UPMC hourly paid staff they shall also become effective for members of the bargaining unit. Healthcare benefits will be administered in accordance with applicable local, state, or federal statute or regulation.

Section 12.2 CSPA agrees to make available during the term of this agreement a short term disability plan and long term disability plan for bargaining unit members on the same basis and under the same insurance plans as such benefits are made available to UPMC hourly paid hospital employees. As determined solely by UPMC, eligibility to participate, co-payments required by employees, benefit provisions and coverages available may, from time to time, change during the term of this agreement and as such changes become effective for UPMC hourly paid staff they shall also become effective for members of the bargaining unit.

Section 12.3 During the term of this agreement CSPA agrees to make available to bargaining unit members flexible spending accounts for the same purposes and under the same conditions as such accounts are provided to UPMC hourly paid employees.

Section 12.4 Bargaining unit employees shall be eligible for the educational benefits set forth in University of Pittsburgh Policy 07-11-01 for University employees hired after September 1, 1994.

Bargaining unit employees are not eligible to participate in the University of Pittsburgh Tuition Exchange Program (University Policy 09-03-01).

ARTICLE 13
Pension

Section 13.1 CSPA will pay the hourly rates set forth below for each hour paid per month to the Central Pension Fund of the International Union:

<u>9/1/2020</u>	<u>9/1/2021</u>	<u>9/1/2022</u>	<u>9/1/2023</u>	<u>9/1/2024</u>
\$2.50	\$2.60	\$2.70	\$2.80	\$2.90

Section 13.2 The parties agree that the bargaining unit employees are permitted collectively to defer portions of their wage increases as set forth in Article 3 to the Union’s Central Pension Fund provided that: (1) a majority of the members of the bargaining unit agree so such contributions pursuant to the bargaining unit’s procedures for meetings and approval actions by members; (2) a notice of contribution election is confirmed and set forth in a letter of understanding between the parties; (3) the contribution applies to members as directed by the Union; and (4) any contributions so deferred will be prospective only and CSPA will not be obligated to make any retrospective contributions or adjustments to wages.

ARTICLE 14
Temporary Employees and Contracting Out

Section 14.1 So long as no regular bargaining unit employee is on layoff, CSPA shall have the right to utilize temporary employees. Temporary employees shall be paid the regular hourly rates set forth in Article 3 but shall receive no employee benefits and shall not be entitled to any other term of this Agreement. The appointment of a temporary employee is subject to termination by CSPA at any time. Temporary employees may be utilized for any reason, including that of temporarily replacing a bargaining unit member who is out on medical or other leave. However, it is agreed that temporary employees shall not be used to permanently replace regular, full-time employees.

Section 14.2 No routine maintenance, routine repair or routine preventive maintenance work in a classification in which an employee is on layoff status with recall rights (not including warranty, service contract or other work not ordinarily done by the bargaining unit) shall be contracted out unless such employee is offered recall to perform such work.

ARTICLE 15
Grievance Procedure and Arbitration

Section 15.1 The purpose of this Article is to provide an orderly method for the expeditious settlement of a dispute between the parties over the interpretation, application, or claimed violation of any provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within seven (7) working days after the grievant knows or reasonably should have known of the event and must be processed in accordance with the following steps, time limits and conditions set forth in this Article.

Section 15.2 Grievance and Arbitration steps shall be as follows:

Step 1 The grievant shall first address the matter orally with his immediate supervisor. The parties shall attempt to resolve the grievance promptly and satisfactorily. In the event the grievance cannot be settled within three (3) working days after it has been presented, the grievant shall reduce the grievance to writing. The written grievance shall contain the name and classification of the grievant, the date of the incident and state the basis of the grievance and the remedy sought.

Step 2 The written grievance shall be presented to a CSPA Labor Relations representative, who shall discuss it with the grievant and management within seven (7) working days of presentation. Labor Relations shall give a written answer within seven (7) working days of the discussion.

Step 3 If the grievance is not settled, either party may, within fourteen (14) working days after the receipt of the answer at Step 2, by written notice to the other, request arbitration. If the parties cannot mutually agree on an arbitrator, the Federal Mediation and Conciliation Service will be requested to submit a list of seven (7) suggested arbitrators. The parties shall select the arbitrator from such list by each party alternatively removing one (1) name from the list until one (1) name remains. A coin toss will determine which party strikes the first name. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with this Agreement, and shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's service shall be borne equally by CSPA and the Union. The decision of the arbitrator shall be final and binding on the parties.

Section 15.3 The time limits herein set forth may be extended by mutual consent in writing. CSPA shall have the right to file a grievance at Step 3 of Section 15.2.

Section 15.4 Nothing in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of an arbitration decision.

Section 15.5 Any grievance settled below Step 3 shall not be a precedent.

ARTICLE 16 Emergencies

Section 16.1 It is agreed that in the case of an emergency, such as flood, fire, epidemic or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by CSPA for the protection and/or operation of the plant, the equipment and building of CSPA, or otherwise reasonably necessary to repair and place the same in proper operating condition.

ARTICLE 17 No Strike - No Lockout

Section 17.1 The Union agrees that it will not collectively, concertedly, or individually engage in or participate, directly or indirectly, in any strike, slowdown, stoppage, sympathy

strike, picketing or any other interference with or interruption of the work or operations of CSPA during the period of this Agreement.

Section 17.2 No officer or representative of the Union shall authorize, instigate, aid or condone any strike, slowdown, stoppage, sympathy strike or picketing, and no employee shall participate in any such activity.

Section 17.3 CSPA agrees that it will not lockout any of the employees in the bargaining unit during the period of this Agreement.

Section 17.4 Should a strike, slowdown, picketing, stoppage, sympathy strike or other interference hinder the operations of CSPA, CSPA shall notify the Union by telephone, letter, or FAX. Thereupon the union shall within twenty-four (24) hours of such notice:

1. Affirm that such action by the employees is not authorized by the Union and is not permitted by the labor agreement;
2. Advise CSPA in writing that such action by the employees has not been called for or sanctioned by the Union; and
3. Notify all bargaining unit members within twenty-four (24) hours of the initial CSPA notice, either by mail, mailgram, telephone, or letter, at each off their last known addresses, that the Union disapproves of such action and instruct employees to return to work immediately.

Section 17.5 CSPA shall have the right to discipline any employee who incites, induces, or participates in a violation of any provision of this Article.

ARTICLE 18 Equal Opportunity

Section 18.1 CSPA and the Union agree not to discriminate against any individual with respect to hiring, compensation, or any other term or condition of employment in violation of any local, state, or federal statute or regulation.

ARTICLE 19 Safety and Health

Section 19.1 CSPA and the Union shall cooperate to ensure that employees work in safe conditions. Should an employee feel that his work requires him to work in a hazardous or unsafe situation, the matter shall be immediately referred to an appropriate supervisor. If the matter is not adjusted to the employee's satisfaction, a grievance may be processed through the grievance procedure.

ARTICLE 20
Drug and Alcohol Testing

Section 20.1 Testing for drugs and/or alcohol may be conducted: (a) pre-employment; (b) post-accident; and (c) upon reasonable suspicion. Refusal to consent to such testing will have the effect of a positive test. CSPA agrees not to administer this policy in an arbitrary or capricious manner.

If an employee who would not otherwise be terminated for cause tests positive for drugs and/or alcohol post-accident or upon reasonable suspicion, the employee will be offered the opportunity for evaluation through an Employee Assistance Program (EAP) for the first positive test only. An employee who causes damage to person or property or another improper act while under the influence of drugs or alcohol is not protected from discipline up to and including termination by reason of the foregoing sentence. As a condition of continued employment, the employee must complete the course of treatment recommended by the EAP and must release the EAP to provide CSPA with verification of participation and successful completion of recommended course of treatment. CSPA shall have the right to randomly test such employee for up to six months after the successful completion of the recommended course of treatment. Should the employee fail to satisfy these requirements he will be subject to immediate termination of employment. A second positive test will be grounds for immediate termination.

ARTICLE 21
PAC Fund

Section 21.1 CSPA agrees to honor authorizations for check off of political contributions from employees who are Union members in a form to be submitted by the Union, and to forward all contributions and reports on contributions on or before the fifteenth (15th) day of each month for the previous work month to the International Union of Operating Engineers, Local 95, AFL-CIO, Political Action Fund.

ARTICLE 22
Education Fund

Section 22.1 CSPA agrees to pay the hourly amounts listed below to the International Union of Operating Engineers, Local 95 Training Fund (“Fund”) for all hours paid for all employees covered by this Collective Bargaining Agreement. CSPA shall submit a report listing all hours worked for all eligible employees and submit such report, along with contributions, by the 15th of the month following the month in which the employees worked. CSPA 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 CSPA to make the required reports or payments to the Fund or its designated agent, and after notice of same with a failure to cure within thirty (30) days after such notice, the Union and/or the Board of Trustees of the Fund may, in their sole discretion, bring an appropriate action in any 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 expenses to which the Fund is entitled under the Fund’s rules and procedures or the provisions of law.

<u>9/1/2020</u>	<u>9/1/2021</u>	<u>9/1/2022</u>	<u>9/1/2023</u>	<u>9/1/2024</u>
\$0.11/hour	\$0.11/hour	\$0.11/hour	\$0.11/hour	\$0.11/hour

ARTICLE 23
General Provisions

Section 23.1 The parties hereby acknowledge that the minimum required for operation of the CSPA Plant is one (1) Class 1 or Class 2 Licensed Engineer at all times.

Section 23.2 All members of the bargaining unit must possess and maintain a currently valid City of Pittsburgh or NIULPE Operating Engineer’s License.

Section 23.3 Employees who are issued written discipline, including an official verbal warning, shall be provided with a copy of the file document.

ARTICLE 24
Severance

Section 24.1 Bargaining unit members whose positions are eliminated for reasons other than individual job performance, and who have signed and returned an approved Separation Agreement and General Release within the specified time frame, will receive Severance Pay as set forth below. Employees who are terminated for cause, retire, or resign from their employment are not eligible for Severance Pay. Severance payments are subject to applicable withholdings.

<u>Years of CSPA Service</u>	<u>Hours of Severance Pay (at regular hourly rate)</u>
Less than 3 years	80 hours
3-5 years	160 hours
6-10 years	240 hours
11-15 years	320 hours
16-19 years	400 hours
20 or more years	480 hours

ARTICLE 25
Labor Management Committee

Section 25.1 By mutual agreement, the CSPA and the Union shall provide for a Labor/Management Committee. Employee participation on the Committee shall be voluntary. The Committee shall meet during the normal business hours. Employees shall be paid their normal hourly rate while engaged in Committee business. The purpose of the Committee will be to foster understanding and cooperation between the parties, with the express purpose of improving the daily work environment. The CSPA shall be represented by the managers or supervisors assigned by the appropriate CSPA officials. Other members of management and Union representatives may attend scheduled meetings as necessary. The Union and the CSPA shall agree upon the composition of the Committee, with equal representation from the Union and the CSPA. It shall be the function of the Committee to discuss and exchange points of view

on matters of common interest which either party believes will contribute to improvement in the relations between them, processes within the CSPA and/or productivity of employees. It is understood that the grievances of individual employees shall not be subject to discussion at Committee meetings. Further, the meetings shall not be for any purpose which would modify, add to, or detract from the provisions of this Agreement. The parties will meet at mutually agreed upon times and locations at least every quarter. The CSPA and the Union agree to exchange an agenda of topics to be discussed at Committee meetings at least five (5) working days in advance of the date set for each meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted for the meeting, the CSPA and/or the Union may present those items at future meetings. The CSPA and/or the Union may present items not on the agenda, which may be discussed at the meeting by mutual agreement.

ARTICLE 26
Term of Agreement

Section 26.1 This Agreement shall be effective as of September 1, 2020 and shall remain in full force and effect until August 31, 2025. It shall automatically renew from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to expiration that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____.

FOR THE UNION:

By: _____

FOR CSPA:

By: _____

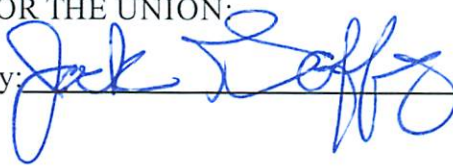
understood that the grievances of individual employees shall not be subject to discussion at Committee meetings. Further, the meetings shall not be for any purpose which would modify, add to, or detract from the provisions of this Agreement. The parties will meet at mutually agreed upon times and locations at least every quarter. The CSPA and the Union agree to exchange an agenda of topics to be discussed at Committee meetings at least five (5) working days in advance of the date set for each meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted for the meeting, the CSPA and/or the Union may present those items at future meetings. The CSPA and/or the Union may present items not on the agenda, which may be discussed at the meeting by mutual agreement.

ARTICLE 26
Term of Agreement

Section 26.1 This Agreement shall be effective as of September 1, 2020 and shall remain in full force and effect until August 31, 2025. It shall automatically renew from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to expiration that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of MARCH 2021.

FOR THE UNION:

By: 

FOR CSPA Signed by:

By: 
207853390617450

MEMORANDUM OF AGREEMENT

Between
The Carrillo Steam Production Association
And
International Union of Operating Engineers,
Local 95-95A, AFL-CIO

WHEREAS, the Carrillo Steam Production Association (“CSPA”) and the International Union of Operating Engineers, Local 95-95A, AFL-CIO (“Union”) have entered into a collective bargaining agreement (“the Agreement”) effective September 1, 2016 through August 31, 2020; and

WHEREAS, the Union and CSPA have discussed and approved the creation of a 12-hour shift for certain engineers (“Operating Engineers”) and seek to set the terms and conditions of Operating Engineer schedules;

NOW, THEREFORE, the Parties hereto, each intending to be legally bound hereby, and in consideration for the following mutual promises and covenants, do hereby agree as follows:

1. Operating Engineers will be scheduled for 12-hour shifts. The Lead Engineer and Coverage Engineer will remain scheduled for 8-hour shifts. The parties agree that CSPA will give at least one week’s notice to any engineer prior to changing that engineer’s shift or work schedule.
2. All new hires assigned to be Operating Engineers will have a 90-day probationary period in accordance with Section 5.1, and CSPA will have the option to extend the probationary period to 120 days.
3. Operating Engineers will receive shift differential pursuant to Section 3.2 of the Agreement.
4. Operating Engineers will receive overtime pursuant to Section 6.1 for all hours worked in excess of 40 in a workweek. Operating Engineers will receive overtime for hours worked in excess of 12 in a work day, not 8 hours as stated in Section 6.1.
5. Operating Engineers will receive 8 hours of holiday pay for all holidays if they are not scheduled. Operating Engineers will be paid time and one-half in accordance with Section 8.1 of the Agreement for each hour worked on a holiday.
6. Operating Engineers will be required to use 12 hours of PTO for any 12-hour shift that they request off from work.
7. CSPA posted all engineer and coverage engineer shifts for bid in the first week of January 2018 to be effective on a date to be determined by CSPA. Subsequent openings for Operating Engineers will be filled in the manner stated in Article 11 of the Agreement and as agreed to by the parties.

DocuSigned by:
Daniel Marcinko
207853390617450...

04-14-2021 | 2:54 PM EDT

Jack Lopez 3-11-2021

For the CSPA

04-14-2021 | 2:54 PM EDT

Date

DocuSigned by:

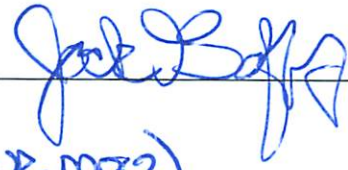
Daniel Marcinko

207853390617450...

For the Union

Date

3-11-2021
(12 HOUR MOO)



**MEMORANDUM OF UNDERSTANDING (“MOU”)
Apprentice Program**

Section 1. This MOU is intended to provide a means of on-the-job and classroom training to produce qualified and competent engineers.

Section 2. Openings for Apprentice positions shall be subject to standard CSPA hiring practices. The CSPA shall have the sole right to determine if any bidder is suitable and qualified for the position as well as who, if anyone, will be selected for the position, and such determination shall not be subject to the grievance or arbitration provisions of this Agreement. Any person selected to be an Apprentice shall be on probationary status for six (6) months. Such probationary employees may be terminated at any time during the termination period at the CSPA’s discretion, and no such termination shall be subject to the grievance or arbitration provisions of this Agreement.

Section 3. The Apprentice engineer will be provided with on-the-job training under the supervision of a journeyman.

Section 4. 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 5. An Apprentice will receive 8,320 hours of on-the-job training while attending class in their off hours for four years.

Section 6. In order to advance on the rate of pay scale, the Apprentice must successfully complete the designated IUOE Local 95 Education Fund class or an agreed upon substitute and pass the appropriate NIULPE test. In addition, at the conclusion of every six (6) months of service and prior to advancing to the next rate of pay, the CSPA shall determine whether the Apprentice is eligible for promotion to the next level. If the CSPA determines that the Apprentice is not eligible for promotion he/she shall be terminated. Such determination is not subject to the grievance or arbitration provisions of this Agreement.

Service	% of Journeyman's Hourly Rate & Pension	Course	NIUPLE LICENSE
6 Months	65%	Electricity I	
12 Months	70%	HVACR I	
18 Months	75%	High Pressure Boiler	
24 Months	80%	HVACR II	4th Class
30 Months	85%	Electricity II	
36 Months	90%	Plumbing I	3rd Class
42 Months	95%	HVACR III	
48 Months	100%	Test Prep Course	2nd Class

Apprentice must obtain a 4th Class NIULPE License before their two (2) year anniversary and a 3rd Class NIULPE License before their three (3) year anniversary. A 2nd

Class License must be obtained prior to their 5th year anniversary and receive a Journeyman's Assignment.

Section 7. Failing to obtain proper licensing in the given time period can result in termination.

Section 8. At the conclusion of 48 months of service, CSPA may determine that the Apprentice is not eligible for promotion to a journeyman position. Upon such determination, the employment of the Apprentice shall be terminated. This determination shall not be subject to the grievance or arbitration provisions of this Agreement. If CSPA decides that the Apprentice is eligible for a promotion, he/she shall remain at the 95% rate until a permanent journeyman's position is open; however, the Apprentice shall be able to work as assigned by management without supervision by a Journeyman, and if after six (6) months the Apprentice still has not been promoted, the Apprentice shall receive 100% of the Journeyman's rate.

Section 9. If the contract requires a City of Pittsburgh Stationary Engineers License, the Apprentice must obtain a City of Pittsburgh Stationary Engineers License prior to a journeyman's assignment or a 2nd class NIULPE license.

Section 10. The maximum number of apprentices shall not exceed one (1) apprentice per two (2) journeymen engineers. **At no time will the Employer have more than four (4) apprentices.**

Section. 11. All Apprentices will be in the IUOE Local 95 Education Fund and the cost of these classes will be paid for out of the IOUE Local 95 Education Trust Fund.

Section 12. The Employer has the option of starting a new employee anywhere on the Apprentice scale by taking into consideration their past experience and schooling.

Section 13. For the purposes of promotion, bidding or layoff, seniority earned as a journeyman takes precedence over seniority earned as an Apprentice.

DocuSigned by:
Daniel Marcinko
207853390617450
For the CSPA
04-14-2021 | 2:54 PM EDT
Date

[Signature]
For the Union
3-11-2021
Date