UNION STEWARD

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THE STEWARD IS REQUIRED

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WHAT DO THE MEMBERS NEED?

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THE UNION STEWARD

The Steward is a very important part of the unionization process. If the Steward fails to perform his or her duties and functions, the whole organizational structure suffers, and therefore, the members do not receive the benefits they deserve. Just as it is with any other team effort, if the players don't do their job, everyone on the team loses.

The Steward is the main communication link in the Union process. If there is a breakdown at the Steward's level, it ruins the whole unionization process. The Steward is the Union Representative on the job. The Union's perception to the membership is based mainly on the actions of the Steward. If the Steward does his or her job, the Union will be perceived in a favorable manner, and a positive atmosphere will be created.

THE STEWARD'S RESPONSIBILITIES

- 1. Give leadership to those they represent.
- 2. See that all workers are treated equally.
- 3. Take up all grievances that arise.
- 4. Stop rumors before they get out of hand.
- 5. Keep members well-informed on issues that affect the Union especially the outcome of the grievances.
- 6. Get the members to know you.
- 7. Gain their confidence so people will work with you.
- 8. Set an example for others to follow.
- 9. Fight against discrimination vigorously and for other basic Union principles and policies.
- 10. Keep abreast of all significant political developments.
- 11. Know your supervisor.
- 12. Know the contract and bargaining procedures.
- 13. Maintain an atmosphere of receptiveness to new ideas, problems, work or personnel.
- 14. Attend Union meetings.
- 15. Check for health and safety hazards.
- 16. Know all job classifications and hourly rates in the contract.
- 17. Know the Employer's policies, rules, and regulations.

THE STEWARD IS REQUIRED...

- 1. To report to the Local Union office, as they occur, any change in the status of the members in the unit, such as:
 - A. Retirements (as early as possible).
 - B. Job openings or jobs filled.
 - C. Deaths.
 - D. Members off due to sickness or accident.
 - E. Members working on permit.
 - F. Any change in job classification or wage scales.
 - G. Inform the Company one month in advance to change union dues when a wage increase comes into effect.
 - H. Follow-up to make sure payroll makes the correct union dues deductions.
- 2. To maintain a bulletin board where all members of the bargaining unit have access.

To post all material sent by the Local.

To maintain the bulletin board in an orderly fashion, and remove any controversial material, jokes, pictures, etc.

International Union of Operating Engineers Local 95

. Union Stewards

Stewards who represent more than fifteen (15) members are relieved of paying union dues conditional on them attending Union Steward Training and a minimum of four (4) Union Meetings or three (3) Union Meetings and the Labor Day Parade each year.

MEMBER FORMS GUIDE FOR LOCAL 95 STEWARDS

*Stewards <u>must</u> hand out to <u>ALL</u> members when any of the following takes place, after they are filled out, return them to the Hall and copy the employer:

When an employee is hired, fired, dies, is on any type of disability, on FMLA, on active duty serving our Country, quits, retires, changes their email address, changes their mailing address or any phone numbers.

FORMS TO BE USED:

New Hires (full time)

Application (circle Full Time)

All Full Time members must *COMPLETELY* fill out the application form and submit it to the Union Hall.

<u>Dues authorization</u> (choose the correct form for your site, \$125 or \$300)

The member must choose their initiation fee payment schedule and sign the form prior to submitting it. Employee does not become a member until initiation fee is paid in full.

PAC Fund

This is a voluntary monthly \$5 deduction from the members' pay. You are asked to encourage participation in the PAC fund as this is the <u>ONLY</u> monies that are used for political contributions. NO DUES ARE USED FOR POLITICAL CONTRIBUTIONS; WE RELY ON THE PAC FUND FOR THIS. (Despite what the right (not) to work commercials say)

Temporary Employees (Full or part time)

Application (circle Temporary)

If the Temp is eventually hired Full Time, you must fill out a Member status form and submit it all new information.

Dues authorization – permit fee (choose the correct form for your site, \$125 or \$300)

Temporary employees are not members of the Union.

The temp employee will not pay an initiation fee unless they choose to or become a full time member. If they choose to pay their initiation fee while being a temp, it does not change their temp status.

They will pay a permit fee equal to the dues at your facility.

They must sign the form prior to submitting it.

PAC Fund

This is a voluntary \$5 deduction from the members' pay. You are asked to encourage participation in the PAC fund as this is the <u>ONLY</u> monies that are used for political contributions. NO DUES ARE USED FOR POLITICAL CONTRIBUTIONS; WE RELY ON THE PAC FUND FOR THIS. (Despite what the right (not) to work commercials say

<u>Disability</u> - Member Status forms need to be filled out and turned into the Hall when a member both goes out on a disability and when he returns to work.

*MEMBER IS RESPONSIBLE FOR MINIMUM MONTHLY DUES WHILE ON A DISABILITY IF EMPLOYER IS NOT PAYING THEM. PAYMENT MUST BE SUBMITTED TO DUES DEPARTMENT ON A MONTHLY BASIS.

Active Duty - Member Status forms need to be filled out and turned into the Hall when a member both goes on active duty and when he returns to work.

*ACTIVE DUTY MEMBERS: DUES ARE WAIVED WHILE ON ACTIVE DUTY

<u>FMLA</u> - Member Status forms need to be filled out and turned into the Hall when a member both goes out on FMLA and when he returns to work.

*MEMBER IS RESPONSIBLE FOR MINIMUM MONTHLY DUES WHILE ON FMLA IF EMPLOYER IS NOT PAYING THEM, PAYMENT MUST BE SUBMITTED TO DUES DEPARTMENT ON A MONTHLY BASIS.

Email or mailing address or phone number(s) - Member Status forms need to be filled out and turned into the Hall when a member changes their email or mailing address as well as their phone numbers.

Deceased - Member Status forms need to be filled out and turned into the Hall when a member passes away.

Discharged - Member Status forms need to be filled out and turned into the Hall when a member is discharged.

Quit or retires - Member Status forms need to be filled out and turned into the Hall when a member either quits or retires.

*MEMBER IS RESPONSIBLE FOR MINIMUM MONTHLY DUES IF THEY CHOOSE TO REMAIN A MEMBER OF LOCAL 95. PAYMENT MUST BE SUBMITTED TO DUES DEPARTMENT ON A MONTHLY BASIS.

*RETIREES MUST REMAIN MEMBERS TO BE ELIGIBLE FOR RETIREE HEALTH & WELFARE PLAN

WHAT I NEED...TO DO MY JOB

- 1. Union Contract.
- 2. Membership Applications.
- 3. Union Dues Deduction Authorization Cards.
- 4. Rebuttal Forms.
- 5. Grievance Fact Sheets.
- 6. Seniority Lists.
- 7. Job Classifications.
- 8. Spiral Notebook and Pen.
- 9. Grievance Forms.
- 10. Record of past grievances settled.
- 11. Employer's Work Rules.

WHAT DO THE MEMBERS NEED?

- 1. A feeling of security.
- 2. A feeling of job growth.
- 3. A feeling of involvement.
- 4. A feeling of importance.
- 5. A feeling of freedom or expression.
- 6. A sense of dignity.
- 7. A feeling of being appreciated.
- 8. A feeling of having their concerns voiced.

THINGS TO DO & THINGS TO AVOID TO BE EFFECTIVE

DO

- 1. Be firm, but fair and consistent
- 2. Seek the advice of your Business Representative.
- 3. Get <u>all</u> the facts and keep written records.
- 4. Keep members informed on issues that affect them.
- 5. Attend education classes.
- 6. Attend Union meetings.
- 7. Listen to "complaints" as well as grievances.
- 8. Give credit where credit is due.
- 9. Keep records of grievance decisions.
- 10. Discuss work-related problems with co-workers.
- 11. Prevent grievances when possible by getting the supervisor to consult with you prior to taking action.
- 12. Know the meaning of contract clauses.
- 13. Check with members as much as possible.
- 14. Know your people personally.

DO NOT

- 1. Be timid or apologetic.
- 2. Shout, rant or denounce.
- 3. Be side-tracked with irrelevant issues.
- 4. Lose your temper.
- 5. Fall for soft-soap or back-slapping.
- 6. Play politics with grievances you represent everyone.
- 7. Miss meetings.
- 8. Pretend to know all the answers.
- 9. Bawl out a member in front of others.
- 10. File a grievance without investigating.
- 11. Give out false information.
- 12. Ask for special privileges.
- 13. Make side agreements.
- 14. Knock management unnecessarily.

STEWARD'S RESPONSIBILITY TO HELP ORGANIZE THE IMPORTANCE OF ORGANIZING

Many times in our day-to-day lives, we may hear one of our friends or acquaintances express a desire to have a Union in their workplace. If you should ever encounter this situation, it is important to contact your Union Representative. Your Union's Representatives are knowledgeable in the procedures involved with bringing our Union into an unorganized place of work.

All unions gain strength through their members, and it only stands to reason that the more members your Union has, the more power and influence your Union will have. This is especially important in the pursuit of a better standard of living for all workers.

In private employment, all employees are protected by the National Labor Relations Act, except supervisors and guards. In public employment, even supervisors have protection under the Public Employment Relations Commission.

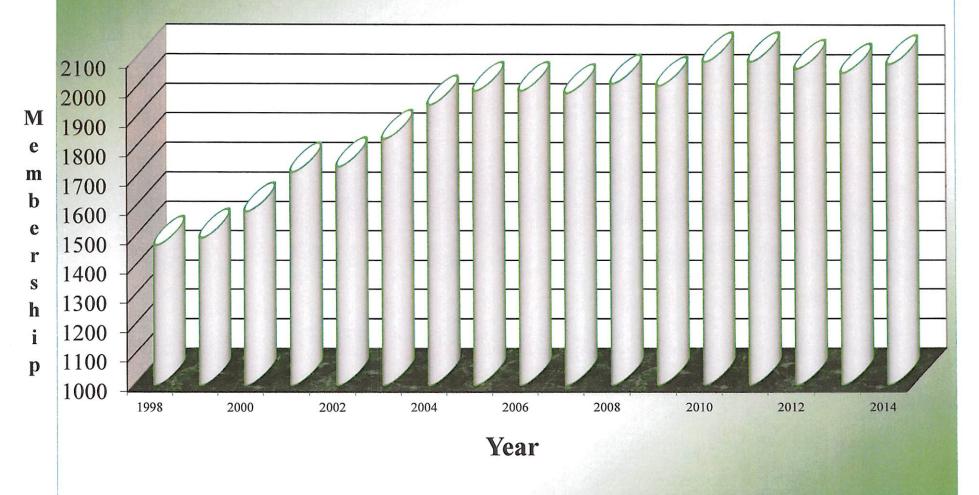
Remember to tell people who have an interest in organizing that they have the legal right to:

- 1. Self-organization.
- 2. Form, join, or assist labor organizations.
- 3. Bargain collectively through representatives of their own choice.
- 4. Act together for the purpose of collective bargaining or other mutual aid or protection.
- 5. Refrain from these activities.

These rights are protected by Federal and State labor laws. These rights are very important, and if they are violated, your Representative knows how to handle the problem.

The process for organizing non-union workers is just one more way that you can become involved in your Union. We encourage this to the fullest, and we look forward to working with you in these types of endeavors.

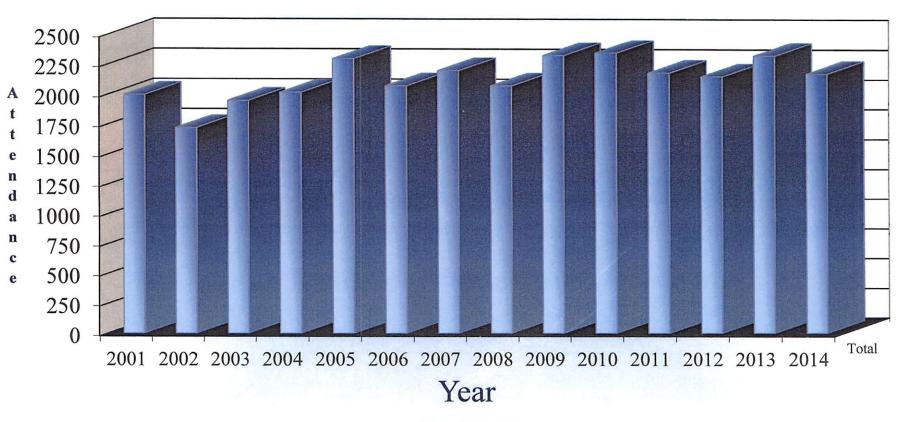
International Union of Operating Engineers Local 95 Membership



Keith L. Thurner Business Manager

John P. Gaffney Assistant Business Manager

Attendance at Local 95 Sponsored Educational Opportunities



TRUSTEES

Keith L. Thurner (Co-Chairman) Mark Duffy (Trustee) John P. Gaffney (Trustee) Carl Luisi (Treasurer) Jeff Marzolf (Trustee)

John Greenwald (Co-Chairman)
Don Coffelt (Trustee)
Dan Fischer (Trustee)
Steve Kossert (Trustee)

Doug Krankhe (Trustee) Gary Sechler (Assistant Treasurer) Anthony Young (Alternate Trustee)

UNION FACT SHEET

GRIEVANCE FORM

WEINGARTEN RULES

WEINGARTEN RIGHTS

POINTERS FOR WITNESSES

LETTER OF REBUTTAL

International Union of Operating Engineers

LOCAL UNION NO. 95-95A

AFFECTION WITH STATE COUNCE OF OPERATING ENGINEERS
MEASURES OF THE PERSONNAL AFT-CIO

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

White Copy: Union

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

GRIEVANCE FORM

Building	Grievance No.		٠.
·	Step No.		
•	Steward:		
Statement of Grievance:		The second se	
			, :
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			
			•
			<u>30</u>
Date of Company response			
Attach all pertinent material.			
	UNION RESPONSE		
Accepted Rejected	_ Date Step No.		•

Yellow Copy: Grievant

Pink Copy: Employer

GRIEVANCES

A grievance shall be filed if a violation of the contract or a practice occurs which endangers life, limb, or property.

When a member feels that he or she must grieve, check the contract to be sure that a grievance is in order. If a grievance is in order, be sure to follow the procedure outlined in your contract to the letter.

When filling out a grievance, there are 6 areas of information which should be determined:

- 1. Who are the parties involved?
- 2. What happened?
- 3. Where did it happen?
- 4. Why is it a grievance?
- 5. When did it happen?
- 6. Send a copy to your Union Representative.
- 7. WHOA! Go back and check the grievance to be certain that it is filled out correctly within the time limits.

An important item to remember is that in filing a grievance, you must ask for a remedy. That is, the grievant must be made whole!

Every contract outlines a procedure and time limits which must be adhered to when filing a grievance. This is important, because if proper procedures are not followed, the grievance will fail. If the time limits are not adhered to, the grievance will be declared untimely.

If a proper answer to a grievance is not received, it can be advanced to a higher step. The procedure is outlined in your contract and must be followed.

In the event that doubt exists as to whether or not a grievance is in order, contact your Union Representative for clarification.

Always check your contract so all grievances are kept within the appropriate time lines. This is probably the most important single issue in filing a grievance.

GRIEVANCE FACT SHEET

This form is to be used to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details. **DO NOT TURN THIS FORM INTO MANAGEMENT**; THIS INFORMATION IS FOR THE UNION'S USE ONLY!

Employer	
SS#	
Grievant	
Department	
Classification	Date of
Hire	
What happened? Also, describe incident w	hich gave rise to the grievance.
Who was involved? Give names and titles.	
WIII WAS INVOIVED. CIVE MANIES CARE	
When did it occur? Give day, time, date(s).	
Were there any witnesses? Give names and	d titles. Get a signed statement.
·	
Where did it occur? Specific location(s)	
Typicic did it occur. Specime seemen(s)	
Why is this a grievance? What is mana regulations, unfair treatment, existing policy, etc.	past practice, local, state, federal laws

ARTICLE	SECTION	PAGE
(but not limited to the abov	e	
the problem?	red? What do you think manag	
Additional comments. Us	e reverse side if needed	
Grievant's Signature		
Date		
_		
Date		

NOTE: A COPY OF THIS FORM TO BE COMPLETED BY STEWARD OR OFFICER FILING GRIEVANCE AND TO BE TURNED INTO LOCAL UNION DISPOSITION.

CHECKLIST

FOR GRIEVANCE INVESTIGATION

HAVE THESE POINTS BEEN COVERED AND ENTERED ON THE FACT SHEET?



- Just cause.
- Complete statement of events leading to discipline.
- Date and times (important to document)
- 4 Supervisor's name.
- Name, address, phone and statement of wilness til any)
- 8. Employee's record.
- Print or diagram of area (if applicable)

Job Posting

- Grievor a classification and
- 2. Grievor's previous classifications.
- What greeror was temporarily promoted to.
- 4. Date of promotions til anyl.
- 5. Pay stubs if possible.
- Grievor's experience in vacancy requested.
- Name and seniority of employee awarded job.
- Number of posting and giteror's application.
- 9. Anicles violaled.

Job Postings (Improper or Non-Posting)

- 1 Classification of vacancy.
- 2. Area vacancy existed.
- 3 Name of emblokee muo yeld
- Name of employee promoted to fill vacancy.
- 5 Article violated.
- 6. Shift at time of posting.

Removed From Posting

- 1 Grievor a posted classification.
- 2 Date of last posting.
- 3. Grievor's qualifications.
- 4 Reasons for removal.
- 5. Classification assigned to.
- Name of employees junior and not affected.

Temporary Promotion

- 1 Grevor a seniority and
- 2. Grievor a qualification
- 3. Classification promotion was
- 4 Time of promotion
- 5. Avaitability of grievor at time of promotion
- 8 Name of supervisor involved.
- 7 Name of employee promoted.
- 8. Location promotion made.
- 9 Instructions to grievor lif anyl.
- 10. Exact work performed by grievor

Improper Pay

(InemagiceA xioWi

2. Grievor's regular work assignment.

4. Name of employees who worked in

Exact work performed by grievor

and instructions from supervisor

Demotion
Grievor's classification and

Number of employees affected.

Grevor's qualifications.

Articles violated.

Classification demoted to.

Names of junior employees holding higher rated jobs til anyl

Name of employee performing

grievor a requiar work lif anyl.

3. Grievor's assignment on day in

Grievot's regulat posted

grievor's place til anyl.

5. Name of employee available funior to grievorl.

6. Date of grievor a last posting.

Salety involved lif anyl.

8. Rate of pay applicable to

assignment.

10. Articles violated. "

Seniority

classification.

Question.

11 Articles violated.

Statutory Holiday

Overtime

1 Greyor a classification

3 Date and shift ovenime was

5 Name and classification of

The actual work that was

emblohee And Motted

6. Record of oversime from

SUDETYISOF & DOOR

Classification scheduled for

2 Shift or work group

scheduled.

evenime.

pertormed.

8. Anicles violated.

- Same as overtime
- 2. Seniority of grievor
- 3. Seniority of employees who did work.

Yacations

- Seniority
- 2. Time requested.
- 3. Time allotted.
- 4 Grievor's quantication
- Hame and classification of junior employees.
- Number of employees in work group.

Supervision Working

- 1. Name of personnel doing the work
- 2. Type of work performed
- 3. Amount of time world.
- 4. Area where work done.
 5. Grievor's classification
- 6. Availability of grievor

DelenesT

- 1 Seniority
- 2. Department requested
- 3. Name of new employees
- 4 Grievor's classifications
- 5. Employees available to replace grievor
- 6. Obte of greever a request for transfer

"Note:

If this is a Discharge or Discipline Case: -

- Did the steward ask about personal problems of the grievor?
 Did the steward ask about any previous record, good or bad, long or short?
 Did the steward probe any extenuating circumstances in this case?
- Did the steward ask about the personal character of all people involved?
- Did the steward discuss the consequences of the penalty?
- Did the steward consider whether or not the "punishment lits the crime"?
- Did the steward advise the grievor to seek employment while waiting?





WEINGARTEN RULES

What is an investigatory interview?

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

- RULE 1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
- RULE 2. After the employee makes the request, the Employer must choose from among three options:
 - A. Grant the request, and delay questioning until the Union Representative arrives and has a chance to consult privately with the employee;
 - B. Deny the request, and end the interview immediately; or
 - C. Give the employee a choice of the following:
 - 1. having the interview without representation; or
 - 2. ending the interview.
- RULE 3. If the Employer denies the request for Union representation, and continues to ask questions, it commits an unfair labor practice, and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

WEINGARTEN RIGHTS

This was a case that was decided by the United States Supreme Court in 1975. The Employer in this case was a chain of retail stores under the name of J. Weingarten, Inc. The stores had food counters in the lobby which sold food that could be eaten there or taken out. One of the employees, a Laura Collins, was under surveillance for reported theft. The surveillance was unsuccessful, but acting on information from one of Collins' fellow lobby employees, Collins was brought in for questioning. She was accused of purchasing a box of chicken that cost \$2.98, but only paying \$1.00. Collins asked for union representation, but was denied. Collins explained that she bought 4 pieces of chicken which cost a \$1.00, but because they were out of small boxes, she used a larger box which normally sold for \$2.98. Her story was investigated, and it checked out. After being told that everything was OK, Collins broke down and admitted that the only thing she had taken without paying for was lunch.

Again, they began interrogating Collins. Again, Collins requested and was denied union representation. Upon further investigation, they found that there was no store policy against taking a free lunch, and in fact, all lobby employees were taking free lunches. Again, they told Collins that everything was OK, and she would not be disciplined for her actions. She was told not to discuss this matter with anyone, because it was private. Upon being let go, Collins reported the Company's actions to her Steward and Representatives of her Retail Clerks Union.

The Retail Clerks Union filed an Unfair Labor Practice with the NLRB. The Board issued a cease and desist order, and subsequently sought enforcement in court. The Fifth Certiorari was granted to the Supreme Court.

The Supreme Court decided in favor of the NLRB and Collins based on the following points.

1. The right inheres in Section 7 - guarantee of the right of employees to act in concert for mutual aid and protection.

WEINGARTEN RIGHTS (Continued)

"An employee's right to union representation upon request is based on Section 7 of the Act which guarantees the right of employees to act in concert for mutual aid and protection. The denial of this right has a reasonable tendency to interfere with, restrain, and coerce employees in violation of Section 8(a)(1) of the Act. Thus, it is a serious violation of the employee's individual right to engage in concerted activity by seeking the assistance of his statutory representative if the Employer denies the employee's request and compels the employee to appear unassisted at an interview which may put his job security in jeopardy. Such a dilution of the employee's right to act collectively to protect his job interests is, in our view, unattended interference with his right to insist on concerted protection, rather than individual self-protection, against possible adverse Employer action."

- 2. The right arises only in situations where the employee requests representation. (The Steward's job is to make sure his membership knows their Weingarten rights.)
- 3. The employee's right to request representation as a condition of participation in an interview is limited to situations where the employee reasonably believes the investigation will result in disciplinary action.
- 4. Exercise of the right may not interfere with legitimate Employer prerogatives. In other words, the Employer may continue with the investigation, but not the interview.
- 5. The Employer has no duty to bargain with any Union Representative who may be permitted to attend the investigatory interview. "The representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The Employer, however, is free to insist that he is only interested, at that time, in hearing the employee's own account of the matter under investigation." (The Union Steward has a right to meet privately with the Union member before the interview begins.)

POINTERS FOR WITNESSES

- 1. **Tell the truth.** Always remember, as a witness, your principal role is to give the truthful facts as you know them. You do not normally have to testify about your opinions, and unless instructed to the contrary by your attorney, you should not do so. Truthful testimony is imperative. Your attorney can usually explain facts that are damaging to a case, but there is no effective way to explain why a witness lied or concealed the truth.
- 2. Never guess. Do not state facts that you don't know. Frequently, you will be asked a question, and in spite of the fact that you feel you should know the answer and you do not, you may be tempted to guess, speculate, or estimate what you think the answer should be. This is a mistake. If you do not know an answer to a question, say you don't know.
- 3. Never volunteer. Give short answers. Answer only the question that is asked. Do not attempt to explain, justify, or expand on a very brief answer. You are there to give the facts as you know them. You are not required to apologize or attempt to justify those facts. Any such attempt will make it appear that you doubt the accuracy or authenticity of your own testimony or the legitimacy of your conduct. Never say anything or provide any information not requested by the specific question.

4. Do not agree to find facts or provide documents.

- A. You are only to testify to the facts that you personally know. If you do not know certain information, do not give it. Do not turn to your attorney and ask for the information. Do not turn to another witness or anyone else present and ask them for the information or to confirm the information. Do not promise to get information that you don't have readily at hand, unless your attorney advises you to do so.
- B. Do not, without your attorney's request, produce any documents during the arbitration.
- 5. **Listen carefully. Think. Speak slowly.** The faster you talk, the greater the likelihood of a serious mistake or confusion. If you think that a question is vague or confusing, ask that it be rephrased.
- 6. Do not engage in substantive discussions with opposing counsel or witnesses. Before, during, or after the arbitration, do not discuss any matters

even remotely connected with the grievance with the opposition or its attorney. Do not let an attorney's friendly manner cause you to drop your guard and become to chatty.

- 7. Never lose your temper or fence with opposing counsel. Do not let the opposing attorney get you angry or excited. This can destroy the effect of your testimony. If you do, you could say things which could be used to your disadvantage. Sometimes, the intent of the opposing attorney is to get a witness angry or excited during the witness testimony, hoping that person will make serious mistakes or say things that can be used against them. Under no circumstances should you argue with the opposing attorney. Answer every question cordially and in the same manner that you would to your own attorney. If an opposing attorney becomes aware that you get emotional about certain facts or points, he will use it to your disadvantage in the proceeding.
- 8. **Do not memorize.** Do not attempt to memorize verbatim your testimony prior to the arbitration. A memorized story or version of the facts will come across very poorly. Be natural, and use words that you normally use.
- 9. **Drawings/illustrations.** You may be asked to make a drawing. Do so very carefully. Most people are not artists and have difficulty with proportions or relationships when making drawings. If you think that a drawing would make your testimony more understandable, prepare the drawing beforehand.
- 10. If your attorney speaks or objects: Remain silent and listen carefully. Do not say anything until your attorney tells you to do so.
- 11. If asked, be willing to admit facts which are true, even if they are damaging to your case. If damaging evidence is known to the opposition, it is often better to volunteer it, before the opposition has the opportunity to bring it to the attention of the arbitrator.
- 12. Review all documents that are likely to be exhibits. Although you will have a chance to review exhibits during the arbitration itself, it is important that you do so beforehand so that you are very familiar with the entire exhibit before you begin testifying about it. This is particularly the case with multi-page, complex exhibits.
- 13. **Dress neatly.** You need not wear clothes that make you uncomfortable or that you normally do not wear, just be neat.

LETTER OF REBUTTAL

Date:		
Dear		:
This when or if	s letter of rebuttal is to be placed i the information protested is divu	n my personnel file and must be included llged to a third party.
I am	writing to protest the	
dated	writing to protest the for the foll	owing reasons:
Thic	action taken is unfair and unjust.	
11118	action taken is unian and unjust	•
		Sincerely yours,
		Employee's Signature
Copies to:	International Union of Operating Engineers, Local 95 300 Saline Street Pittsburgh, PA 15207	

SOMEONE SOME SOME WINDS WAS THEFT PHONE RESIDENCE PROPERTY OF THE PARTY OF THE MREET REPORTED TO SERVICE OF THE SER A DESIGNATION OF THE PARTY OF T president service service services serv Marine regarded AND PRESENCE OF THE PROPERTY O THE STATE OF THE PROPERTY OF THE PARTY OF TH LEAST OF STREET, STREE

DUTY OF FAIR REPRESENTATION

The Duty of Fair Representation is not specifically covered by the National Labor Relations Act. The United States Supreme Court imposed the Duty of Fair Representation on unions based on the fact that the Act provides for the doctrine of exclusive representative. The doctrine of exclusive representative is based on Section 9(a)(1), which provides that: representatives designated or selected for the purpose of collective bargaining by a majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment. Accompanied with the right of exclusive representative is the duty to represent all bargaining unit employees fairly.

This doctrine was fully developed in the Supreme Court's decision in *Vaca v. Sipes* (1967).

A. THE DUTIES OF FAIR REPRESENTATION.

In *Vaca*, an employee has been discharged because of poor health. The employee claimed he was able to do his job and filed a grievance. The union processed the grievance through the pre-arbitration steps of the grievance procedure. At the union's expense, the employee went to a doctor for examination, but the examination was unfavorable. The union tried to convince the employer to give the employee light work, but the employer refused. The union then decided to drop the grievance.

The employee filed suit against the union in the State Court, alleging that the union had arbitrarily and capriciously dropped his grievance. A jury awarded the employee \$10,000 in damages. The case was appealed to the State Supreme Court, which upheld the jury verdict. The State Court reasoned that there was sufficient evidence for the jury to conclude that the employee was able to work and that the union had made the wrong decision in not arbitrating the grievance. The case was appealed to the United States Supreme Court.

The Supreme Court reversed the State Court decision. The Court said that the actual issue in the case was whether the union had violated its duty of fair representation in dropping the employee's grievance. A union breaches its duty of fair representation if it represents an employee arbitrarily, discriminatory, or in bad faith. Arbitrarily means making a decision without reason or at whim. The Supreme Court said the State Court had incorrectly based the union's liability on whether the union was right or wrong in its decision. The Court indicated that it did not matter whether a union was right or wrong, only whether a union had acted arbitrarily, discriminatory, or in bad faith in dropping a grievance. The Court concluded that the union had not acted arbitrarily and had met the fair representation standard in this case.

B. UNION DISCRETION TO ARBITRATE.

The *Vaca* decision clearly establishes that a union does not have to take every grievance to arbitration. A union has the right to settle or to drop a grievance even though the grievance may have merit, so long as its decision does not violate the union's duty of fair representation.

C. <u>PERFUNCTORY PROCESSING AS A VIOLATION OF FAIR REPRESENTATION: THE HINES DECISION.</u>

The basic standard for compliance with a union's duty of fair representation is that a union not act arbitrarily, discriminatory, or in bad faith with a bargaining unit employee. However, the Supreme Court also indicated in *Vaca* that a union can violate the duty if it processes a grievance in a perfunctory manner. Perfunctory means acting in a superficial manner without care or interest. In *Vaca*, the union had thoroughly investigated the employee's grievance and had even sent the employee to another doctor for evaluation at the union's expense. Thus, the Court briefly noted that perfunctory treatment could be a violation but did not consider that aspect of the doctrine in detail because it was clearly inapplicable under the facts.

In *Hines v. Anchor Motor Freight, Inc.*, the Court directly faced the perfunctory processing issue. In *Hines*, the employer discovered that certain drivers had turned in expense vouchers for motel rooms that, according to motel records, were higher than the amount the drivers had actually paid for the rooms. The employer, concluding that the drivers had pocketed the difference, discharged them. The drivers maintained that they had paid the full amount for the rooms. They told the union that the motel clerk must have altered the motel's records and embezzled money from the motel. The union business agent told the drivers that he would check with the motel, but he never did. The union processed the drivers' case to arbitration. The drivers continued to maintain their innocence, but the arbitration board upheld the discharges.

The employees sued the union for breach of fair representation and the employer for breach of contract in the same suit, on the theory that their discharges had violated the just cause provision of the contract. During pre-trial proceedings, the motel clerk admitted that he had stolen the money and that the drivers were innocent, as they had claimed. The employer argued that the arbitration board's decision was final and binding, even though the employees could now prove their innocence. The Supreme Court stated that normally an arbitrator's decision, right or wrong, is final and binding on the employees. However, the Court held that an arbitrator's decision is not binding on the employees, if the union violates its duty of fair representation in processing the case. The Court concluded that the union had violated its duty because it had handled the grievances in a perfunctory manner by failing to check out the employees defense that the motel clerk was guilty.

1. PERFUNCTORY PROCESSING V. MISTAKE.

The Supreme Court emphasized in *Hines* that the union had not violated its duty of fair representation just because the employees could prove their innocence. The *Vaca* decision had already established that a right/wrong test is not the basis for determining whether or not a union had violated its duty of fair representation.

Thus, the employees in *Hines* had to prove more than bad judgment or a poor investigation by the union. The Court said that the grievance process could not be expected to be error free. The employees had to prove perfunctory treatment. What if the union had checked out the driver's claim that the clerk was guilty by contacting the motel, but the clerk had not admitted his guilt? Then, the union's handling of the grievance would not have been perfunctory, and the employees would have been bound by the arbitrator's decision.

The *Hines* case requires that a union investigate the merits when a grievance is filed; it cannot simply go through the motions. A union's decision whether to proceed, drop, or settle a grievance must be based on a consideration of the grievance's merits, and the advantages or disadvantages of proceeding. A grievance cannot be treated as a casual matter or processed as a matter of form without any interest or true consideration of its merits. So long as a union gives a grievance the consideration it deserves and does not deal arbitrarily, discriminatorily, or in bad faith with employees, the union's decision (right or wrong) does not violate the duty of fair representation.

2. PRACTICAL STEPS TO AVOID A FAIR REPRESENTATION SUIT.

A union should also keep employees informed on the status of their grievance. Some fair representation suits are filed just because the employee is unaware of the union's efforts on his behalf. Unions win most of these cases, but only after considerable time and expense. If a union drops a grievance, the employee should be advised of the union's decision and its reasons. The union should give the employee the opportunity to present additional evidence or arguments on his behalf. In this way, the union can avoid being accused of treating the grievance in an arbitrary or perfunctory way.

A union is not required to process a grievance every time an employee complains that his contract rights have been violated. The facts of a grievance or the contract's language may be such that the grievance is clearly without merit, or a prior grievance may have already raised and answered the same issue. However, a union that does not file a grievance because it apparently lacks merit, runs the risk of being accused of perfunctory treatment. After all, the union in *Hines* may have thought it was a waste of time to check with the motel. In most cases, the better practice is to file a grievance for an employee, investigate the facts as necessary, and then withdraw the grievance with notice to the employee if it lacks merit.

D. <u>UNION NEGLIGENCE AS A VIOLATION OF THE DUTY OF FAIR REPRESENTATION.</u>

However, more recently, the Courts of Appeals which have considered the issue have uniformly held that simple or ordinary negligence by a union in the processing of a grievance does not violate the duty of fair representation. These Courts have indicated that there must be some intentional misconduct on the part of a union, above mere negligence, before a union violates the duty of fair representation.

E. THE DUTY TO PROVIDE INFORMATION FOR BARGAINING.

1. THE RIGHT TO RELEVANT INFORMATION.

Unions have a broad right to information relevant to the negotiation and administration of the collective bargaining agreement. This obligation is based on the principle that the employer's duty to bargain includes the duty to provide the union with the information it needs to engage in informed bargaining.

The employer need not give assistance voluntarily, so the union must request the information it wants. The information requested must be relevant to the formulation of the union's bargaining position, contract negotiations, or contract administration. Also, the union is entitled to information needed to evaluate and process a grievance through the grievance procedure to arbitration. If a union is considering a proposal limiting subcontracting, it can request data on company subcontracts. If the union is considering a proposal on overtime, the union can request data on the number and distribution of overtime hours. If the union believes a contractual provision has been violated, such as improper work assignments or overtime distribution, it can request information and inspect company records to check out the matter. If there is a dispute as to productionline speed, the union is entitled to company's time-study data; and may even make its own time-study. If an employee is discharged, the union can request information about the basis of the discharge and the evidence supporting it.

The union is entitled to information on the employer's hiring and promotion of minority group bargaining unit members. The Board has held, however, that a union usually is not entitled to a copy of an employer's affirmative action program, if any. A union is entitled to the names of each employee in the bargaining unit, their job classification, wage rate, and seniority date. This basic data is necessary to begin bargaining. The union can also request the name of each new employee, as hired, in order to enforce the union security provisions of a contract. Technically, a union represents strike replacements; thus, a striking union can request the names of the replacements. However, the Board has held that an employer does not have to release the names if the employer has a reasonable basis for believing that the union will use the list to harass the replacements.

If relevant, the union is also entitled to information pertaining to non-bargaining unit employees. Thus, for example, if the union has reason to believe that employees outside the bargaining unit are performing bargaining unit work, it can request information about the work such employees are doing. The information might be relevant to a pending grievance over the work or might be needed for the union to formulate contract proposals limiting the right of non-bargaining unit employees to perform bargaining unit work. Similarly, the union may be entitled to information as to the wages and fringe benefits received by non-bargaining unit employees because such information may be relevant to the union's formulation of its own contract proposals.

This list of possible information is far from exhaustive. Basically, the scope of the union's right to information is as broad as the union's need for information on any matter relevant to the bargaining process.

Although it does not occur often, employers are also entitled to relevant data from the union. If a contract requires that an employer obtain his employees from a union hiring hall, the employer can request data as the union's ability to refer enough qualified employees to meet the employer's needs.

2. LIMITS ON THE EMPLOYER'S DUTY.

There are some limits on the employer's obligation to provide information. The union's request cannot unduly burden the employer. The union may have to pay for the employer's administrative expenses (such as clerical and copying costs) when gathering large amounts of information. If substantial costs are involved in gathering the requested information, the parties may bargain over the amount the employer may charge the union.

If no agreement is reached, the employer may simply permit the union to have access to the records from which the union can reasonably compile the needed information on its own. Also, the employer can require the union to state why the requested information is relevant. Usually, the employer does not have to interpret the data provided to the union or put it in the precise form the union requests. It need only make the information available. However, if the information requested is computerized or needs explanation to be understood, the employer must put the data in a usable form and give the necessary explanation.

A. RIGHT TO PROFIT INFORMATION.

The union is entitled to financial information about the company profits only if the employer pleads he is financially unable to pay a requested increase. This is called "pleading poverty." The union is not entitled to financial data just because it would assist it in preparing wage demands for bargaining.

B. CONFIDENTIAL DATA.

The Supreme Court has indicated that an employer's legitimate interest in the confidentiality of certain information may prevail over the union's need. In *Detroit Edison*, the union requested that the company provide it with a copy of an aptitude test used to determine eligibility for promotions and copies of the test results for those taking the test. The data was needed to prepare a grievance the union was arbitrating over denial of promotions to certain senior employees. The company denied the union's request for the test on the grounds that the test had to be kept secret. The company did offer to allow a psychologist, selected by the union, to evaluate the test in confidence, but the union rejected this proposal.

The employer also denied the union's request for the test results of individual employees, because the company had promised employees that it would keep the results confidential. The company did offer to release the test results of any employee who signed a waiver permitting the release.

The Board held that the union was entitled to a copy of the test and the individual employees test scores. The Supreme Court reversed the Board, holding that the employer did not have to turn over the test directly to the union. The Supreme Court also said that the employer's requirement that the individual employees agree to the release of their scores was reasonable. The employer's interest in maintaining the confidence of the material was greater than the union's need for the data. The Court stated that the burden on the union in getting the release was minimal.

C. OCCUPATIONAL SAFETY AND HEALTH DATA.

In a series of 1982 decisions of great potential benefit to employees, the Board held that a union is entitled to a broad range of data from the employer pertaining to occupational safety and health, including such items as morbidity and mortality statistics on past and present employees; the generic names of all substances used in the plant and a statement of their known effects; results of clinical and laboratory studies of individual employees taken by the employer; and company statistics as to occupational illnesses and accidents related to workers compensation claims. The employers, citing the *Detroit Edison* decision, discussed above, argued that the union should not have access to medical data pertaining to individual employees, because it was confidential, privileged information. However, the Board held that unions are entitled to such information, if the name of the individual employee and any

references which would identify the individual, are removed. The Board also noted that, to the extent that supplying the union with statistical or aggregate medical data may result in the unavoidable identification of some individual employee's medical information, the union's need for the data, potentially revealing the past effects of the work place environment on the employees, outweighed any minimal intrusion into the employee's privacy.

The Board was concerned, however, about the release of generic chemical names which might reveal company trade secrets. Rather than offering specific guidelines on this issue, the Board said that the parties should bargain in good faith regarding the conditions under which needed generic chemical information should be furnished to the union with appropriate safeguards to protect the company's legitimate rights to maintain the secrecy of its processes.

NATIONAL LABOR RELATIONS ACT

The National Labor Relations Act was passed into law in 1935. This law followed a very bad period in American labor history and was the first type of legislation to declare a national policy in favor of unions and the collective bargaining process. The Act was hailed as the Magna Carta of American labor movement.

This Act has been amended several times, but still remains the number one law that you as Stewards will be dealing with. In 1935, the NLRA was passed, and it created the National Labor Relations Board to administer this new legislation. The Act provided the protection for union activity and created unfair labor practices for employers who violated its provisions. In 1945, the Act was amended to provide for union unfair labor practices.

In the 1980's under the Reagan administration, the conservative appointments to the Board overturned thousands of prior rulings, and today leaves us with a set of laws that are very much slanted in the favor of employers. Regardless, this is the law that we have to work with, and we, as Union Stewards, should know how to use it to the best of our advantage. What we are going to do is take a look at the law's most important provisions. You don't have to become an expert at this Act today, but when we reference it later on, you will have a better understanding of what we are doing.

The rights of employees are set forth principally in Section 7 of the Act, which provides as follows:

Section 7 Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3).

Examples of the rights protected by Section 7 are as follows:

Forming or attempting to form a union among the employees of a company.

Joining a union whether the union is recognized by the employer or not.

Assisting a union to organize the employees of an employer.

Going out on strike to secure better working conditions.

Refraining from activity on behalf of the union.

The unfair labor practices of employers are listed in Section 8(a) of the Act:

Section 8(a)(1) forbids an employer □to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7. □ Any prohibited interference by an employer with the rights of employees to organize, to form, join, or assist a labor organization, to bargain collectively, or to refrain from any of these activities, constitutes a violation of this Section. This is a broad prohibition on employer interference, and an employer violates this Section whenever it commits any of the other employer unfair labor practices. In consequence, whenever a violation of Section 8(a)(1) is also found. This is called a □derivative violation □ of Section 8(a)(1).

Employer conduct may of course independently violate Section 8(a)(1). Examples of such independent violations are:

Threatening employees with loss of jobs or benefits if they should join or vote for a union.

Threatening to close down the plant if a union should be organized in it.

Questioning employees about their union activities or membership in such circumstances as will tend to restrain or coerce the employees.

Spying on union gatherings or pretending to spy.

Granting wage increases deliberately timed to discourage employees from forming or joining a union.

Section 8(a)(2) makes it unlawful for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it." This Section not only outlaws \square company unions \square that are dominated by the employer, but also forbids an employer to contribute money to a union it favors or to give a union improper advantages that are denied to rival unions.

An employer violates Section 8(a)(2) by:

Taking an active part in organizing a union or a committee to represent employees.

Bringing pressure on employees to join a union, except in the enforcement of a lawful union-security agreement. Allowing one of several unions, competing to represent employees, to solicit on company premises during working hours and denying other unions the same privilege.

Soliciting and obtaining from employees and applicants for employment, during the hiring procedure, applications for union membership and signed authorizations for the check-off of union dues.

Section 8(a)(3) makes it an unfair labor practice for an employer to discriminate against employees "in regard to hire or tenure of employment or any term or condition of employment" for the purpose of encouraging or discouraging membership in a labor organization for the purpose of Section 8(a)(3). It also prohibits discrimination because an employee has refrained from taking part in such union or group activity except where a valid union-shop agreement is in effect. Discrimination within the meaning of the Act would include such actions as refusing to hire, discharging, demoting, assigning to a less-desirable shift or job, or withholding benefits.

Examples of illegal discrimination under Section 8(a)(3) include:

Discharging employees because they urged other employees to join a union.

Refusing to reinstate employees when jobs they are qualified for are open because they took part in a union's lawful strike.

Granting of "super seniority" to those hired to replace employees engaged in a lawful strike.

Demoting employees because they circulated a union petition among other employees asking the employer for an increase in pay.

Discontinuing an operation at one plant and discharging the employees involved, followed by opening the same operation at another plant with new employees, because the employees at the first plant joined a union.

Refusing to hire qualified applicants for jobs because they belong to a union. It would also be a violation if the qualified applicants were refused employment because they did not belong to a union, or because they belonged to one union, rather than another.

Section 8(a)(4) makes it an unfair labor practice for an employer "to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act." This provision guards the right of employees to seek the protection of the Act by using the processes of the NLRB. Like the previous Section, it forbids an employer to discharge, lay off, or engage in other forms of discrimination in working conditions against employees who have filed charges with the NLRB, given affidavits to NLRB investigators, or testified at an NLRB hearing. Violations of this Section are in most cases also violations of Section 8(a)(3).

Examples of violations of Section 8(a)(4) are as follows:

Refusing to reinstate employees when jobs they are otherwise qualified for are open because they filed charges with the NLRB claiming their layoffs were based on union activity.

Demoting employees because they testified at an NLRB hearing.

Section 8(a)(5) makes it illegal for an employer to refuse to bargain in good faith about wages, hours, and other conditions of employment with the representative selected by a majority of the employees in a unit appropriate for collective bargaining. A bargaining representative which seeks to enforce its right concerning an employer under this Section must show that it has been designated by a majority of the employees, that the unit is appropriate, and that there has been both a demand that the employer bargain and a refusal by the employer to do so.

Examples of violations of Section 8(a)(5) are as follows:

Refusing to meet with the employee's representative because the employees are out on strike.

Insisting, until bargaining negotiations break down, on a contract provision that all employees will be polled by secret ballot before the union calls a strike.

Refusing to supply the employee's representative with cost and other data concerning a group insurance plan covering the employees.

Announcing a wage increase without consulting the employee's representative.

Subcontracting certain work to another employer without notifying the union that represents the affected employees and without giving the union an opportunity to bargain concerning the change in working conditions of the employees.

ANDRE 1000

The Constitution of the International Union of Operating Engineers and Bylaws of IUOE, Local 95 Monthly Union Dues & Membership Status Policies

Monthly Union Dues

If you are not receiving a paycheck, your Employer is not withholding your monthly dues.

- In accordance with the Constitution of the International Union of Operating Engineers and the Bylaws of IUOE, Local 95, it is your responsibility to pay your monthly union dues to keep your membership current when you are off work for any reason (layoff, disability, worker's compensation, etc.). If you are off work for any of these reasons, your monthly union dues will be reduced to the minimum monthly union dues rate (please contact the Union office for this monthly rate).
- > If you fall three (3) months in arrears, you will receive a Suspension Notice, and if payment is not received by the specified date in your Suspension Notice, your Employer may be notified to remove you from your job.
- > If you are suspended, you will be required to reinstate, which includes paying all back union dues (if less than \$300.00), plus a \$175.00 reinstatement fee, plus an additional three (3) months union dues.
- > If you are suspended and owe more than \$300.00 in back union dues, you will be required to pay an initiation fee at the current rate (please contact the Union office for this rate) and become a new member of the union, plus a \$175.00 reinstatement fee, plus an additional three (3) months union dues.

Minimum Union Dues

> If you wish to maintain your Union membership, are no longer working in a Union facility or you retire, you may do so by paying the minimum monthly union dues (please contact the Union office for this monthly rate).

Withdrawal Card

- > You may, if not suspended and monthly union dues are current, request a withdrawal card for \$5.00. All requests for withdrawal cards must be in writing and \$5.00 fee must be paid at the time of the request.
- > You must deposit your withdrawal card when you return to work to the Union office. You will be required to pay based on one (1) of the following criteria:
 - If you return to work within twelve (12) months, you will be required to pay all back union dues at the appropriate rate to deposit your withdrawal card.
 - If you return to work after more than twelve (12) months, you will be required to pay the current initiation fee and become a new member to deposit your withdrawal card.
- > If you are an active dues paying Retiree and wish to take a withdrawal card, the withdrawal card fee will be waived.

If you are retiring, please read this!

- > Upon retirement and to lessen the burden of paying full union dues, you may do one (1) of the following:
 - Pay monthly Retiree's union dues (please contact the Union office for this monthly rate).
 - Make application for a Withdrawal Card (please see above guidelines for a Withdrawal Card).

Term Explanations

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

Monthly Dues Calculation = Package Rate x 2 + current Int'l Per Capita Rate

<u>Permit Fee & Agency Fee</u> – these fees are paid for the privilege of working in our Union Shop. Permit Fee and Agency Fee Payers are not members of Local 95.

<u>Probationary Employees</u> – these employees pay a permit fee and will not become a member of Local 95 until they have successfully completed the probationary period stated in the Collective Bargaining Agreement they are working under AND completely pay the appropriate Initiation Fee.

<u>Initiation Fee</u> – if you are working Temporary or Probationary, your Initiation Fee will not be accepted unless and until you become a permanent employee.

Int'l Per Capita Rate - \$12.75 (effective 07/01/2017)

<u>MEMBER STATUS CHANGE FORM</u>
Please submit this form to the Union Office to report new employees, changes in a member's status, address, telephone number, etc.

Men	nber/Employee Name	Social Security #
Addı	ress	(Phone #
City,	, State, Zip	Date of Birth
Emai	il	Job Classification
Empl	loyer/Building/Facility	Effective Date of Change
Men	nber/Employee Status (please check one)	
	Full-Time - hourly wage rate /CPF contribution ra	te (if applicable) \$/\$
	Temporary - hourly wage rate/CPF contribution ra	ate (if applicable) \$/\$
	Promotion (change in hourly wage rate) hourly wage rate/CPF contribution rate (if applicated)	ole) \$/\$
	Layoff (monthly dues = \$15.00 + current Int'l Per	Capita Rate)
	Leave of Absence (monthly dues = \$15.00 + current	nt Int'l Per Capita Rate)
	Active Retiree (monthly dues = \$1.00 + current Int	'l Per Capita Rate)
	Other Employment (monthly dues = \$15.00 + curre	ent Int'l Per Capita Rate)
	Non-Active Retiree (withdraw from the Union)	
	Quit (withdraw from the Union)	
	Deceased	
Any me	ember withdrawing from the Union <u>must</u> request a withdrawal full in order to obtain a withdrawal card. Withdrawal Card Fee	card from this office. All union dues must be - \$5.00
	*Package Rate = hourly wage rate + hourly CPF of Monthly Dues Calculation = *Package Rate x 2 +	
Submi	tted By: (Please Print)	Date Submitted:

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					
<u>Initiation Fee = \$300.00</u>					
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.

APPLICATION FOR MEMBERSHIP

International Union of Operating Engineers, Local 95, AFL-CIO

Having formed a favorable opinion of your Union, I hereby make application to become a member thereof, and if accepted, I agree as follows: That I will not violate any of the provisions of the Constitution, Rituals, By-Laws, Customs, Rules or Mandates of the Union, or enter into any contract or agreement which provides for the withdrawal of my membership from this Union; I further agree, in the event of a claimed grievance against the Union, to faithfully observe the procedure of, and within the provisions of the International Constitution fully accept as final, the findings of the Trial Board within the order; I further agree, to conform to and abide by all laws, rules and regulations and orders stipulated in the Constitution and By-Laws, or given by those in authority.

	Last Name	First Name	MI
		Address	
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	Social Security #	Date of Birth	
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()/ Cell Phone #	Home E-mail Address	
E-mail:			fail (please circle)
	Union into	rmation Notification	1
	Employer	Date of Hire	
	Building/Facility	\$ Package Rate (*see below)	
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<u> </u>	Work Phone #	Work Cell #	
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	Work Fax#	Work Pager #	
		Full-Time / Part-Time / T	emporary
	Work E-mail Address	Status (please circle)	
	Yes No Registered Voter (please circle)	Job Classification	
			
	VI 0 VI	cense #/Certifications	
	Licenses & Li	しというと ポノ しとい はいしないひいう	

NEW MEMBERS

Set up a meeting date as soon as new employee starts.

Make him or her feel at home, and explain your functions with Local 95 and how you assist the members on their job.

Prepare a punch-list of items you need to go over with the new employee.

Be prepared to answer their questions.

If you don't know the answer, find it out, and get back to the individual as soon as possible.

Some of the points you should review are:

- 1. <u>Probationary Period.</u> Explain the probationary period and how it affects the employee (no Union protection).
- 2. <u>Contract Benefits.</u> Explain the Contract benefits (i.e., Pension Fund, Health and Welfare, etc.). Explain exactly when Health and Welfare Benefits start, and encourage the individual to purchase some type of coverage to carry them over (i.e., COBRA Rights to protect their family).
- 3. Educational Program. Explain the Education Fund.
 - A. Monthly Seminars
 - B. Licensing Opportunities

Asbestos Removal

NIULPE

Backflow Prevention

Registered Electrician

CFC Certification

Registered Plumber

City of Pittsburgh

NEW MEMBERS (Continued)

- 4. <u>Monthly Union Meetings.</u> Bring the new member down for his or her initiation and introduce them to the membership.
- 5. Grievance Procedure. Give a thorough explanation of what the grievance procedure is and how it operates. Know how to process grievances yourself, and observe time limits.
- 6. Have a new person sign a dues check-off form right away. Our By-Laws make a new person responsible for a permit fee of two (2) times their hourly rate of pay until they are initiated into the Union. Also, explain that the initiation fee is \$300, payable at the end of the probationary period or in payments during their probationary period. If they do not make probation, any initiation fee paid will be refunded. The new person must complete and sign the membership application.

MEMBERSHIP CARDS

A membership card will be sent to every new member, when their initiation fee and Union dues are paid in full. The International sends out the cards, and it could take up to 6 months.

SUPPLIES

Supplies such as membership application cards, union dues deduction cards, etc., may be requested from our office or download from the website (iuoelocal95.org).

AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS

I hereby authorize and direct my Employer to deduct from my pay the sum of \$5.00 from earnings payable the first (1st) pay of each month as a contribution to the International Union of Operating Engineers, Local 95, AFL-CIO, Political Action Fund. I further authorize and direct the Employer to send to the Local 95 Political Action Fund, on or before the fifteenth (15th) day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to Local 95 Political Action Fund and mailed to 300 Saline Street, Pittsburgh, PA 15207.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the Local 95 PAC engages in fundraising and uses the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for offices and addressing political issues of public importance.

This authorization shall remain in full force and effect until revoked in writing by me.

Social Security Number

Date

Contributions or gifts to Local 95 PAC are not deductible as charitable contributions for federal income tax purposes.

JAMES T. O'NEILL Vice President

International Union of Operating Engineers LOCAL UNION NO. 95-95A

KEITH L. THURNER Business Manager and Financial Secretary Affiliated with State Council of Operating Engineers
Member of The Pennsylvania AFL-CIO

JASON A. AMENTA President

www.JUOELOCAL95.org

300 SALINE STREET PITTSBURGH, PA 15207 (412) 422-4702 FAX (412) 422-4721 116 DOBSON AVENUE WARREN, PA 16365 OFFICE/FAX (814) 726-7334

Dear Sir & Brother:

Congratulations on your decision to retire. A key component in your planning will be health insurance. We are proud to offer a low-cost, comprehensive health plan to Medicare-Eligible retirees from the Local. Currently Local 95 offers the following Medicare Supplement Plans: Security Blue, UPMC and Health America.

If you are interested in participating in any of these plans (must be Medicare Eligible), please call the Union office and we will forward you information and an application.

We are confident this plan will provide quality, low cost insurance that will allow you to enjoy the retirement that you have worked so hard for.

On behalf of all of the members of Local 95, we wish to thank you for your efforts, and wish you a long, healthy and happy retirement.

Keith L. Thurner Business Manager Fraternally yours

Jack Gaffney U Assistant Business Manager

2015 Benefits	SecurityBlue	HealthAmerica	UPMC1	UPMC2	UPMC
2015 Delicités	SecurityBlue	Advantra	Custom	Deluxe	HMO Standard
MEDICAL					
Deductible	None	None	None	None	None
Inpatient Hospital	0%	0%	0%	0%	\$250/admission
Surgery	0%	0%	0%	0%	0%
Diagnostic Lab & Xray	0%	0%	0%	0%	\$0 Labs/\$25 X-Rays
Home Health Care	0%	0%	0%	0%	0%
PCP Copayment	\$10	\$10	\$5	\$ 5	\$15
Specialist Copayment	\$20	\$15	\$20	\$20	\$35
Emergency Room Copayment	\$50	\$50	\$65	\$65	\$65
Ambulance Copayment	\$25	\$25	\$50	\$50	\$100
PREVENTIVE/ROUTINE CARE					
Hearing Exam Copayment	\$20	\$15	S20	\$20	\$35
Hearing Aid(s) Maximum	\$500/36 months	\$500/Aid/12 months	\$1000/36 months	\$1000/36 months	\$500/36 months
Vision Services Copayment	\$20	\$15	\$20	\$20	\$35
Vision Services Maximum	\$200	\$150/24 months	\$250/24 months	\$250/24 months	\$200/24 months
Annual Physical Exam	\$0	\$10	\$0	\$0	\$0
Annual Gynecological Exam & PAP	\$0	0%	0%	. 0%	0%
Annual Mammogram	0%	0%	0%	0%	0%
Immunizations (non-travel)	0%	0%	0%	0%	0%
Dental Services - Preventive and Basic Restorative	No Services	No Services	Not Covered	\$20 copay	\$35 copay
PRESCRIPTION DRUG					
Annual deductible	None	None	None	None	None
Retail (Up to 30-day supply):		1			
Tier 1 - Preferred Generic	\$ 10.00	\$ 10.00	\$ 5.00	\$ 5.00	\$ 5.00
Tier 2 - Preferred Brand	\$ 25.00	\$ 20.00	\$ 25.00	\$ 40.00	\$ 42.00
Tier 3 - Non-Preferred Brand	\$ 55.00	\$ 50.00	\$ 50.00	\$ 90.00	\$ 95.00
Tier 4 - Specialty Drugs	33%	25%	25%	33%	33%
Mail Order (90-day supply):			ł		
Tier 1 - Preferred Generic	\$ 25.00	\$ 20.00	\$ 15.00	\$ 10.00	\$10.00
Tier 2 - Preferred Brand	\$ 62.50	\$ 40.00	\$ 75.00	\$ 100.00	\$ 105.00
Tier 3 - Non-Preferred Brand	\$ 137.50	\$ 100.00	\$ 150.00	\$ 270.00	\$ 285.00
Tier 4 - Specialty Drugs	33%	Not Available	Not Available	Not Available	Not Available
Annual Prescription Drug Maximum	No Maximum	No Maximum	Generic: No Maximum Brand: \$2,850 Max	No Maximum	Generic: No Maximum Brand: \$2,960 Max

. Monthly Premiums (2015)							
Local 95 Active Member	\$470.00	\$430.00	\$315.00	\$610.00	\$145.00		
Local 95 Non-Active Member	\$465.00	\$425.00	\$310.00	\$605.00	\$140.00		
Spouse of Deceased Local 95 Member	\$465.00	\$425.00	\$310.00	\$605.00	\$140.00		
Spouse of Local 95 Member	\$460.00	\$420.00	\$305.00	\$600.00	\$135.00		

UPMC Under 65 Coverage

2017 Benefits	Gold \$750-EPO	Gold \$750-PPO	Silver \$1750-EPO	Silver \$1750-PPO
MEDICAL				
Deductible	\$750	\$750	\$1,750	\$1,750
Coinsurance	10%	10%	20%	20%
Out-of-Pocket Limit (what member pays)	\$3,500	\$3,500	\$7,150	\$7,1 50
Inpatient Hospital	10%	10%	20%	20%
Surgery	10%	10%	20%	20%
Diagnostic Lab & X-ray	10%	10%	20%	20%
Home Health Care (60-day max)	10%	10%	20%	20%
PCP Copayment	\$10	\$10	\$30	\$30
Specialist Copayment	\$45	\$45	\$80	\$80
Urgent Care.Copayment	\$45	\$45	\$80	\$80
Emergency Room	10%	10%	20%	20%
Ambulance.	10%	10%	20%	20%
PREVENTIVE/ROUTINE CARE				
learing Exams/Hearing Aids	none	none	none	none
Adult Vision	none	none	none	none
Adult Dental	none	none	none	none
Annual Physical Exam	\$0	\$0	\$0	\$0
nnual Gynecological Exam & PAP	\$0	\$0	\$0	\$0
nnual Mammogram	\$0	\$0	\$0	\$0 \$0
reventive Immunizations	\$0	\$0	\$0	ŞU
RESCRIPTION DRUG .				
nnual Deductible	none	none	none	none
etail (up to 30-day supply)			. 202	440
er 1-Generic	\$10	\$10	\$10	\$10
er 2-Preferred-Brand	\$45	\$45	\$45	\$45
er 3-Non-Preferred Brand	\$90	\$90	\$90	\$90
er 4-Specialty	50% (max of \$500)			
ail Order (90-day supply)	2779			tar.
er 1-Generic	\$16	\$16	\$16	\$16
er 2-Preferred-Brand	\$112.50	\$112.50	\$112.50	\$112.50 \$270
r 3-Non-Preferred Brand	\$270	\$270	\$270	not available
r 4-Specialty	not available	not available	not available	not available no maximum
nual Prescription Drug Maximum	no maximum	no maximum	no maximum	NO Maximum

Monthly Premiums (2017)*						
Age	·					
55	\$537.25	\$644.60	\$432 .7 5	\$519.22		
56	\$562.06	\$674.37	\$452.73	\$543.20		
57	\$587.12	\$704.44	\$472.92	\$567.42		
	\$613.86	\$736.52	\$494.46	\$593.26		
58	\$627.11	\$752.42	\$505.13	\$606.07		
59	\$653.85	\$784.51	\$526.67	\$631.91		
60		\$812.25	\$545.30	\$654.26		
61	\$676.98	1	\$557.52	\$668.93		
62	\$692.16	\$830.47		1.00		
53 .	\$711.19	\$853.30	\$572.85	\$687.32		
54 and over	\$722.75	\$867.18	\$582.17	\$698.50		

^{*}Monthly premiums could be higher if a tobacco user. Also, there could be lower premiums if you reside in Allegheny, Bedford, Blair, Erie, Lawrence, Mercer, and Venango Counties.

International Union of Operating Engineers LOCAL UNION NO. 95-95A

KEITH L. THURNER
Business Manager and
Financial Secretary

Affiliated with State Council of Operating Engineers Member of The Pennsylvania AFL-CIO JASON A. AMENTA President

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Dear Brother/Sister:

Please find enclosed a Central Pension Fund Basic Data Form. Please fill out all information required and mail to:

The Central Pension Fund of the International Union of Operating Engineers
& Participating Employers
4115 Chesapeake Street, NW
Washington, DC 20016

The information is needed by the Pension Fund in order to provide you with your vesting status, pension estimates, etc. Also, please be sure to write our signature on #4 of the form

Fraternally yours.

Keith L. Thurner
Business Manager

KLT: jcv

Enclosure

Ine Central Pension Fund of the International Union of Operating Engineers and Participating Employers 4115 Chesapeake Street, NW, Washington, DC 20016 (202) 362-1000

Participant Basic Data

This form is for participants whose Initial Participation Date is January 1, 1981 or later. Please complete this form and return it directly to the Central Pension Fund, or you can fax it to the Fund office.

	L	New Basic Data
		Change Complete in Full and Circle Changer
		Social Security Number
		Date of Birth
State	Zīp	Sex
Hire Date		Job Classification
Current Local		Register Number
· · · · · · · · · · · · · · · · · · ·		
		On Withdrawal:Month Day Year
		nitted on Transfer n Local No.: Month Day Year
Previous Local		Previous Register Number
se complete the spous	se's information	below.
	,	Spouse's Social Security Number
	5	Spouse's Sex
	1	☐ Male ☐ Female
	1	
iformation to be accu	rate and comp	
	Hire Date Current Local nitiated: Month Day Previous Local	State Zip Hire Date Current Local Month Day Year Adm from Previous Local se complete the spouse's information

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Differences between union and nonunion compensation, 2001–2011

Union workers continue to receive higher wages than nonunion workers and have greater access to most employer-sponsored employee benefits; during the 2001–2011 period, the differences between union and non-union benefit cost levels appear to have widened

George I. Long

ecent data from the Bureau of Labor Statistics (BLS) show that, on average, union workers receive larger wage increases than those of nonunion workers and generally earn higher wages and have greater access to most of the common employer-sponsored benefits as well. These trends appear to persist despite declining union membership.2 The National Compensation Survey (NCS) measures compensation levels and benefit provisions for many worker and industry characteristics. This article uses NCS data to examine some of the similarities and differences between union and nonunion compensation during the period from 2001 to 2011.

Data from the Current Population Survey (CPS) show that 14.8 percent of wage and salary workers (or nearly 18 million employees) were represented by a union in 2001, compared with only 13.0 percent (more than 16 million employees) in 2011.³ In addition, data from the Economic Policy Institute show nearly identical trends: almost 15 percent of workers were covered by a collective bargaining agreement in 2001, but only 13.1 percent were covered by such an agreement in 2011.⁴ The NCS considers a worker to be in a union occupation when all of the following conditions apply:

 A labor organization is recognized as the bargaining agent for all workers

- in the sampled occupation.
- Wage and salary rates are determined through collective bargaining or negotiations.
- Settlement terms must include earnings provisions and may include benefit provisions.
- These provisions are embodied in a signed, mutually binding collective bargaining agreement.

Compensation data from the NCS include separate data by bargaining status. Data showing the rate of change in employer compensation costs (from the Employment Cost Index) have been available by bargaining status since 1976. Data on actual compensation costs (from the Employer Costs for Employee Compensation program) have been available since 1986.⁵

Employer Costs for Employee Compensation

According to March 2001 Employer Costs for Employee Compensation (ECEC) data, wages and salaries for private industry union workers averaged \$18.36 per hour while those for nonunion private industry workers averaged \$14.81 per hour. Union workers' wages were also higher in March 2011, averaging \$23.02 per hour for union workers compared with \$19.51 per hour for nonunion workers. Historically, union wage levels have been consistently higher in all reference periods between 2001

George I. Long is an economist in the Division of Compensation Data Analysis and Planning, Bureau of Labor Statistics. Email: long, george@bls.gov.

Reference date	Union Wages	Nonunian wages	Wage Difference	Union total benefit costs	Nanunion total benefit costs	Benefit cos Difference
March 2001	\$18,36	\$14,81	\$3.55	\$9.45	\$9.18	\$4.27
March 2002	\$19.33	\$15.38	\$3.95	\$10.09	\$5,41	\$4.68
Warch 2003	\$19.95	\$15.69	\$4.26	\$10.72	\$5.67	\$5.05
Visich 2004	\$20.32	\$16,21	\$4.11	\$11.61	\$6.06	\$5. 5 \$
March 2005 ·	\$20.76	\$16.72	\$4.04	\$12 <i>A</i> 1	56.38	\$6.03
March 2006	\$21.24	\$17.32	\$3.92	\$12.83	\$6.71	\$6.12
/arch 2007	521,92	\$17.92	\$4.00	\$13.35	\$6.90	\$6.45
Aarch 2008	\$22.46	\$18.49	\$3.97	\$13.82	\$7.15	\$6.67
Aarch 2009	\$22,76	\$19.06	\$3.70	\$13.82	\$7.33	\$6.49
Warch 2010	\$22.90	\$19.21	\$3.69	\$14.26	\$7.46	\$6.80
March 2011	\$23,02	\$19,51	\$3.51	\$14.67	\$7.56	\$7.11

and 2011. (See table 1.)

In addition to the estimates of wages and salaries, the ECEC program also produces estimates of average cost of employee benefits per hour worked by a number of employee and employer characteristics. However, data users should use caution when making comparisons of average per-hour costs of benefits across the various employee groups because the ECEC estimates represent averages of employer costs incurred on behalf of all employees—those who have access to benefits and those who do not, as well as those who choose to participate in benefits and those who do not. As a result, estimates of average per-hour-worked benefit costs calculated in this manner reflect not only the "pure" costs of benefits for employees in a given employee group, but also the incidence (access and participation) of benefits among the workers in this group.6

Benefit costs were higher for union workers than for nonunion workers for all of the quarters presented in table 1. In March 2001, the average benefit costs were 89.45 per hour worked for union workers but only \$5.18 per hour worked for nonunion workers. The average total benefit cost was \$14.67 per employee hour worked for union workers in March 2011 but only \$7.56 per employee hour worked for nonunion workers. While the difference between union and nonunion wages has remained fairly consistent over time, the difference between union and nonunion benefit costs appears to have widened.7 In addition, although the difference in dollar per hour compensation

costs between union and nonunion workers has increased, the cost difference on a percentage basis has remained stable: on average, total benefit costs to employers of nonunion workers have consistently remained at about half those to employers of union workers.

Occupational differences

The ECEC data provide occupational labor cost estimates for the entire nation. These national occupational pay estimates originate from previously unpublished ECEC data from December 2011. They afford a unique view of union and nonunion pay differences among various occupational groups both in private industry and in state and local government. (See table 2 and charts 1-3.)

Management, professional, and related occupations. In December 2011, union-represented civilian⁸ workers in management, professional, and related occupations earned an average of \$37.37 per hour while their nonunion counterparts earned only \$34.60 per hour. In private industry, there is a different pattern among workers in this occupational group: those represented by unions earned an average of \$32.95 per hour, while those not represented by unions earned \$35.70 per hour. The wage advantage for nonunion workers in this occupational group reflects the concentration of union workers in certain relatively low-paying occupations in business and financial operations, such as claims adjusters, accountants, and training specialists. Among state and local government workers in this occupational group, those in unions earned an average of \$38.44 per

A	Civillan		Private industry			State and local government			
Occupation	Union	Non- union	Difference	Union	Non- union	Difference	Union	Non- union	Difference
All workers	\$26.88	\$20.15	\$ 6.73	\$23.04	\$19.84	\$3.20	\$31,24	\$23.01	\$8.23
Management, professional, and related	\$37.37	\$34,60	\$ 2.77	532,95	\$35.70	\$-2.7 \$	\$38.44	\$2 9.6 4	\$8.80
Service	\$19.83	\$10.54	\$9.29	16.17	\$10.16	\$6.01	\$22.84	514.23	\$8.61
Sales and office	\$17.93	\$15.96	\$1.97	\$16.60	\$15.98	\$0.62	\$19.64	\$15.54	\$4.10
Natural resources, and construction	\$28.93	\$18.67	\$10.26	\$29.69	\$18,71	\$10.98	\$25.29	\$18.05	\$ 7.23
Production, transportation, and material moving	\$21.79	514.42	\$7.37	\$21.78	\$14.40	\$ 7.38	\$21.84	\$15.34	\$6.50

hour while those not in unions earned \$29.64 per hour.

Sales and office occupations. According to ECEC data for December 2011, unionized sales and office workers generally earned more than their nonunion counterparts. Civilian unionized sales and office workers earned an average of \$17.93 per hour, while their nonunion counterparts earned \$15.96 per hour. In private industry, unionized sales and office workers earned an average of \$16.60 per hour, compared with \$15.98 for nonunion workers in this group (although this difference is not statistically significant⁵). In state and local government, sales and office workers represented by unions averaged \$19.64 per hour while those not represented by unions earned \$15.54 per hour. The occupational distribution varies greatly between the public and private sectors, as a larger percentage of private industry workers are employed in low-paying sales occupations such as cashiers.

Service occupations. ECEC data for December 2011 show that unionized service workers earned more than non-unionized service workers. Among all civilian workers in this occupational group, those who were unionized earned an average of \$19.83 per hour while their nonunion counterparts earned only \$10.54 per hour. In private industry, unionized service workers earned an average of \$16.17 per hour, compared with \$10.16 per hour for nonunionized service workers. In state and local government, unionized service workers averaged \$22.84 per hour while service workers who were not unionized earned \$14.23 per hour. The occupational differences between the public and private sectors are significant, with highly skilled occupations—such as police and firefighters—dominating

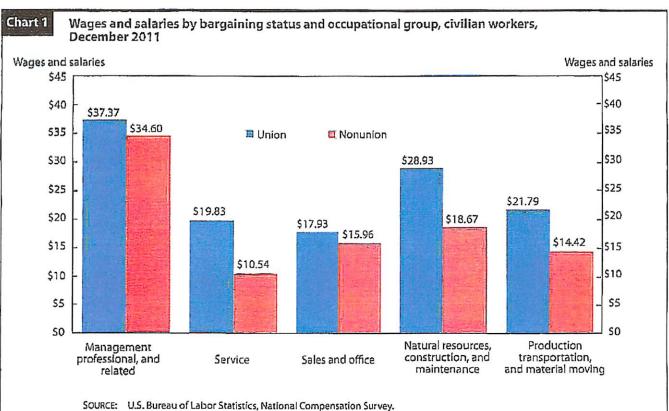
state and local government and low-skilled restaurant and cleaning service occupations prevailing in private Industry.

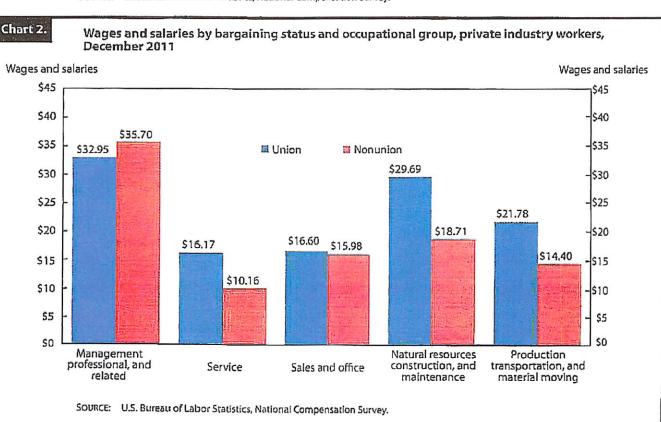
Natural resources, construction, and maintenance occupations. Similar to the situation for workers in service occupations, unionized workers in natural resources, construction, and maintenance occupations—regardless of whether in the public or private sector—had higher hourly wages than their nonunionized counterparts. Unionized civilian workers in this occupational group earned an average of \$28.93 per hour, while those not represented by unions earned \$18.67 per hour. In private industry, unionized workers averaged \$29.69 per hour while nonunionized workers averaged \$18.71 per hour. Unionized natural resources, construction, and maintenance workers in state and local government averaged \$25.29 per hour, while their nonunion counterparts averaged \$18.06 per hour.

Production, transportation, and material moving occupations. This occupational group also had higher wages for union workers than for nonunion workers in both the public and private sectors. Among all civilian workers, unionized production, transportation, and material moving workers earned \$21.79 per hour compared with \$14.42 per hour for nonunion workers. In private industry, unionized workers in this occupational group averaged \$21.78 per hour while nonunionized workers earned \$14.40 per hour.

Employment Cost Index

Data from the Employment Cost Index (ECI) show that union wages rose faster than nonunion wages in 2002. The results varied from 2003 to 2005, but increases in





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Voluntary Benefits Program for Members and their Families



Products

<u>The Critical Illness Program</u> helps to protect from the costs of Cancer, Cardiovascular, and other critical illnesses.

<u>Accident Coverage</u> protects in the event of accidental injury or loss of life. Includes benefits for Wellness, ER costs, Organized Sports coverage, and a wide range of other injuries.

<u>The Voluntary Life Insurance Program</u> offers robust life insurance coverage, protecting family assets, future educational opportunities, and covering final expenses.

Helping Families

Deductibles/ Co-Pays
Uncovered Expenses
Child Care Costs
Travel Costs
Household Expenses
Final Expense
Education Costs

Exclusive Key Advantages

- No medical questions or exams during Open Enrollment
- · Affordable Group Rates
- College Tuition Benefits
 Included (see reverse side)
- Will Prep Services Included
- LifeAssist Included

Helping you get the most out of membership

Enrollment Begins March 1 2018.

See your upcoming Newsletter and other sources for more information: www.iuoelocal95.org





College Tuition Benefit



IT'S TRUE. GUARDIAN CAN HELP PAY FOR COLLEGE.

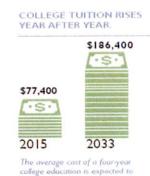
Now Guardian plan participants can get insurance that includes a college tuition benefit. As the cost of college continues to rise faster than inflation and medical costs, Guardian is helping families keep up by providing this exclusive benefit that can be used at over 380 colleges and universities.

By enrolling in a Guardian plan, participants can earn 2,000 Tuition Rewards[®] annually for each type of Guardian insurance.²

Participants of Guardian Dental receive an additional bonus after four years.

Rewards can be given to children, grandchildren, nieces, nephews and Godchildren. When registered by a participant, they'll receive an additional 500 rewards each.

Rewards increase each year and participants keep them forever.



increase over 140% by 2033.1

- A member participating in all 3 lines of coverage would accumulate \$6,000 in Tuition Rewards per year.
- After 4 years, the member would accumulate \$24,000 in tuition rewards

50+ Universities in PA,

-Point Park

-Laroche

-Gannon

-Saint Vincent

-Chatham -Duguesnse

-Carlow

-Allegheny College

-Robert Morris

Helping you get the most out of membership

Enrollment Begins March 1 2018.

See your upcoming Newsletter and other sources for more information: www.iuoelocal95.org





Group Number: 00547148

International Union of Operating Engineers Local 95

All Eligible Employees

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

PLAN HIGHLIGHTS

- Life
- Critical Illness
- Accident

Questions? Concerns?

Helpline (888) 600-1600 Call weekdays, 7:00 AM to 8:30 PM, EST. And refer to your plan number: 00547148



Welcome

Dear International Union of Operating Engineers Local 95 Employee,

We're pleased to tell you that Guardian will be our coverage provider this year. We have chosen Guardian because of its competitive rates, excellent service reputation, and extensive plan designs.

We have worked hard to negotiate group rates that will be affordable for all employees. All coverage is paid through payroll deduction.

International Union of Operating Engineers Local 95



International Union of Operating Engineers Local 95

Life Benefit Summary

Group Number: 00547148

About Your Benefits:

Your family depends on you in many ways and you've worked hard to ensure their financial security. But if something happened to you, will your family be protected? Will your loved ones be able to stay in their home, pay bills, and prepare for the future. Life insurance provides a financial benefit that your family can depend on. And getting it at work is easier, more convenient and more affordable than doing it on your own. If you have financial dependents- a spouse, children or aging parents, having life insurance is a responsible and a smart decision. Enroll today to secure their future!

What Your Benefits Cover:

	VOLUNTARY TERM LIFE
Employee Benefit	\$10,000 increments to a maximum of \$500,000. See Cost Illustration page for details.
Accidental Death and Dismemberment	Employee, Spouse & Child(ren) coverage. Maximum 1 times life amount.
Spouse‡ Benefit	\$5,000 increments to a maximum of \$250,000. See Cost Illustration page for details.
Child Benefit	Your dependent children age birth† to 26 years. You may elect one of the following benefit options: \$5,000, \$10,000. Subject to state limits. See Cost Illustration page for details.
Guarantee Issue: The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period.	We Guarantee Issue coverage up to: Employee \$200,000. Spouse \$25,000. Dependent children \$10,000.
Premiums	Increase on plan anniversary after you enter next five-year age group
Portability: Allows you to take your coverage with you if you terminate employment.	Yes, with age and other restrictions
Conversion: Allows you to continue your coverage after your group plan has terminated.	Yes, with restrictions; see certificate of benefits
Accelerated Life Benefit: A lump sum benefit is paid to you if you are diagnosed with a terminal condition, as defined by the plan.	Yes

	VOLUNTARY TERM LIFE
Waiver of Premiums: Premium will not need to be paid if you are totally disabled.	For employees disabled prior to age 60, with premiums waived until age 65, if conditions met
LifeAssistSM: Provides supplemental income that is calculated based off a percentage of your Life benefit to a specified dollar amount if you are ADL disabled. Benefits are paid to the lesser of 100 months or to when waiver of premium ends.	Yes

Subject to coverage limits

Manage Your Benefits:

your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

Benefit Reductions: Benefits are reduced by a certain percentage as an employee ages.

Need Assistance?

Go to www.GuardianAnytime.com to access secure information about Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00547148

35% at age 65, 60% at age 70, 75%

at age 75, 85% at age 80

[†] Voluntary Life: Infant coverage is limited based on age.

[‡] Spouse coverage terminates at age 70.

Voluntary Life Cost Illustration:

To determine the most appropriate level of coverage, as a rule of thumb, you should consider about 6 - 10 times your annual income, factoring in projected costs to help maintain your family's current life style. To help you assess your needs, you can also go to Guardian Anytime and view a video: https://www.guardiananytime.com/gafd/wps/portal/fdhome/employees/products-coverage/life

Policy Election	Amount	Monthly premiums displayed. Cost of AD&D is included. Policy Election Cost Per Age Bracket									
Employee	< 30	30–34	35–39	40-44	45–49	50-54	55–59	60–64	65–69 [†]		
\$10,000	\$1.20	\$1.38	\$1.66	\$2.13	\$3.22	\$5.12	\$7.33	\$10.42	\$17.51		
\$20,000	\$2.40	\$2.76	\$3.32	\$4.26	\$6.44	\$10.24	\$14.66	\$20.84	\$35.02		
\$30,000	\$3.60	\$4.14	\$4.98	\$6.39	\$9.66	\$15.36	\$21.99	\$31.26	\$52.53		
\$40,000	\$4.80	\$5.52	\$6.64	\$8.52	\$12.88	\$20.48	\$29.32	\$41.68	\$70.04		
\$50,000	\$6.00	\$6.90	\$8.30	\$10.65	\$16.10	\$25.60	\$36.65	\$52.10	\$87.55		
\$60,000	\$7.20	\$8.28	\$9.96	\$12.78	\$19.32	\$30.72	\$43.98	\$62.52	\$105.06		
\$70,000	\$8.40	\$9.66	\$11.62	\$14.91	\$22.54	\$35.84	\$51.31	\$72.94	\$122.57		
\$80,000	\$9.60	\$11.04	\$13.28	\$17.04	\$25.76	\$40.96	\$58.64	\$83.36	\$140.08		
\$90,000	\$10.80	\$12.42	\$14.94	\$19.17	\$28.98	\$46.08	\$65.97	\$93.78	\$157.59		
\$100,000	\$12.00	\$13.80	\$16.60	\$21.30	\$32.20	\$51.20	\$73.30	\$104.20	\$175.10		
\$110,000	\$13.20	\$15.18	\$18.26	\$23.43	\$35.42	\$56.32	\$80.63	\$114.62	\$192.61		
\$120,000	\$14.40	\$16.56	\$19.92	\$25.56	\$38.64	\$61.44	\$87.96	\$125.04	\$210.12		
\$130,000	\$15.60	\$17.94	\$21.58	\$27.69	\$41.86	\$66.56	\$95.29	\$135.46	\$227.63		
\$140,000	\$16.80	\$19.32	\$23.24	\$29.82	\$45.08	\$71.68	\$102.62	\$145.88	\$245.14		
\$150,000	\$18.00	\$20.70	\$24.90	\$31.95	\$48.30	\$76.80	\$109.95	\$156.30	\$262.65		
\$160,000	\$19.20	\$22.08	\$26.56	\$34.08	\$51.52	\$81.92	\$117.28	\$166.72	\$280.16		
\$170,000	\$20.40	\$23.46	\$28.22	\$36.21	\$54.74	\$87.04	\$124.61	\$177.14	\$297.67		
\$180,000	\$21.60	\$24.84	\$29.88	\$38.34	\$57.96	\$92.16	\$131.94	\$187.56	\$315.18		
\$190,000	\$22.80	\$26.22	\$31.54	\$40.47	\$61.18	\$97.28	\$139.27	\$197.98	\$332.69		
\$200,000	\$24.00	\$27.60	\$33.20	\$42.60	\$64.40	\$102.40	\$146.60	\$208.40	\$350.20		
\$210,000	\$25.20	\$28.98	\$34.86	\$44.73	\$67.62	\$107.52	\$153.93	\$218.82	\$367.71		
\$220,000	\$26.40	\$30.36	\$36.52	\$46.86	\$70.84	\$112.64	\$161.26	\$229.24	\$385.22		
\$230,000	\$27.60	\$31.74	\$38.18	\$48.99	\$74.06	\$117.76	\$168.59	\$239.66	\$402.73		
\$240,000	\$28.80	\$33.12	\$39.84	\$51.12	\$77.28	\$122.88	\$175.92	\$250.08	\$420.24		
\$250,000	\$30.00	\$34.50	\$41.50	\$53.25	\$80.50	\$128.00	\$183.25	\$260.50	\$437.75		
\$260,000	\$31.20	\$35.88	\$43.16	\$55.38	\$83.72	\$133.12	\$190.58	\$270.92	\$455.26		
\$270,000	\$32.40	\$37.26	\$44.82	\$57.51	\$86.94	\$138.24	\$197.91	\$281.34	\$472.77		
\$280,000	\$33.60	\$38.64	\$46.48	\$59.64	\$90.16	\$143.36	\$205.24	\$291.76	\$490.28		
\$290,000	\$34.80	\$40.02	\$48.14	\$61.77	\$93.38	\$148.48	\$212.57	\$302.18	\$507.79		
\$300,000	\$36.00	\$41.40	\$49.80	\$63.90	\$96.60	\$153.60	\$219.90	\$312.60	\$525.30		
\$310,000	\$37.20	\$42.78	\$51.46	\$66.03	\$99.82	\$158.72	\$227.23	\$323.02	\$542.81		
The second secon											

Voluntar	y Life Cost Illustrati	ion continued	1							
		< 30	30–34	35–39	40-44	45–49	50-54	55–59	60–64	65–69 [†]
	\$320,000	\$38.40	\$44.16	\$53.12	\$68.16	\$103.04	\$163.84	\$234.56	\$333.44	\$560.32
parameter continues	\$330,000	\$39.60	\$45.54	\$54.78	\$70.29	\$106.26	\$168.96	\$241.89	\$343.86	\$577.83
	\$340,000	\$40.80	\$46.92	\$56.44	\$72.42	\$109.48	\$174.08	\$249.22	\$354.28	\$595.34
Million to to to the Second Second	\$350,000	\$42.00	\$48.30	\$58.10	\$74.55	\$112.70	\$179.20	\$256.55	\$364.70	\$612.85
* * , 100 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$360,000	\$43.20	\$49.68	\$59.76	\$76.68	\$115.92	\$184.32	\$263.88	\$375.12	\$630.36
41000074-01170000778 17 347 347	\$370,000	\$44.40	\$51.06	\$61.42	\$78.81	\$119.14	\$189.44	\$271.21	\$385.54	\$647.87
· • • • • • • • • • • • • • • • • • • •	\$380,000	\$45.60	\$52.44	\$63.08	\$80.94	\$122.36	\$194.56	\$278.54	\$395.96	\$665.38
	\$390,000	\$46.80	\$53.82	\$64.74	\$83.07	\$125.58	\$199.68	\$285.87	\$406.38	\$682.89
an dataman et tradition and a special	\$400,000	\$48.00	\$55.20	\$66.40	\$85.20	\$128.80	\$204.80	\$293.20	\$416.80	\$700.40
dan state - govern et des disputsors sect	\$410,000	\$49.20	\$56.58	\$68.06	\$87.33	\$132.02	\$209.92	\$300.53	\$427.22	\$717.91
and the second second second second second	\$420,000	\$50.40	\$57.96	\$69.72	\$89.46	\$135.24	\$215.04	\$307.86	\$437.64	\$735.42
neighber opposite a control to be before dead on p	\$430,000	\$51.60	\$59.34	\$71.38	\$91.59	\$138.46	\$220.16	\$315.19	\$448.06	\$752.93
** dis td ===11.1+020** 164-00-000000	\$440,000	\$52.80	\$60.72	\$73.04	\$93.72	\$141.68	\$225.28	\$322.52	\$458.48	\$770.44
	\$450,000	\$54.00	\$62.10	\$74.70	\$95.85	\$144.90	\$230.40	\$329.85	\$468.90	\$787.95
s die yn sûn "die nort» tri spille blanskining bri	\$460,000	\$55.20	\$63.48	\$76.36	\$97.98	\$148.12	\$235.52	\$337.18	\$479.32	\$805.46
aplicate nation	\$470,000	\$56.40	\$64.86	\$78.02	\$100.11	\$151.34	\$240.64	\$344.51	\$489.74	\$822.97
19 MI 1.11 MA 10 M	\$480,000	\$57.60	\$66.24	\$79.68	\$102.24	\$154.56	\$245.76	\$351.84	\$500.16	\$840.48
. par 144 a 17 pa 1 p 1 1 a 1 1 1 1 1 1 1 1 1 1 1 1 1	\$490,000	\$58.80	\$67.62	\$81.34	\$104.37	\$157.78	\$250.88	\$359.17	\$510.58	\$857.99
1980 - 1040 B (B) 101 H (B) 4 100	\$500,000	\$60.00	\$69.00	\$83.00	\$106.50	\$161.00	\$256.00	\$366.50	\$521.00	\$875.50
····	Policy Election Amo	unt								
Spouse			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	anne meridinasja i i dene je eranjin direktir i i						
***	\$10,000	\$1.20	\$1.38	\$1.66	\$2.13	\$3.22	\$5.12	\$7.33	\$10.42	\$17.51
	\$15,000	\$1.80	\$2.07	\$2.49	\$3.20	\$4.83	\$7.68	\$11.00	\$15.63 	\$26.27
	\$20,000	\$2.40	\$2.76	\$3.32	\$4.26	\$6.44	\$10.24	\$14.66	\$20.84	\$35.02
	\$25,000	\$3.00	\$3.45	\$4.15	\$5.33	\$8.05	\$12.80	\$18.33	\$26.05	\$43.78
	\$30,000	\$3.60	\$4.14	\$4.98	\$6.39	\$9.66	\$15.36	\$21.99	\$31.26	\$52.53
MATERIAL STREET & 100	\$35,000	\$4.20	\$4.83	\$5.81	\$7.46	\$11.27	\$17.92	\$25.66	\$36.47	\$61.29
1980 TO 1980 APR 1980 TO 1980 APR 1980	\$40,000	\$4.80	\$5.52	\$6.64	\$8.52	\$12.88	\$20.48	\$29.32	\$41.68	\$70.04
	\$45,000	\$5.40	\$6.21	\$7.47	\$9.59	\$14.49	\$23.04	\$32.99	\$46.89	\$78.80
	\$50,000	\$6.00	\$6.90	\$8.30	\$10.65	\$16.10	\$25.60	\$36.65	\$52.10	\$87.55
d and a set all all all and a set a	\$55,000	\$6.60	\$7.59	\$9.13	\$11.72	\$17.71	\$28.16	\$40.32	\$57.31	\$96.31
	\$60,000	\$7.20	\$8.28	\$9.96	\$12.78	\$19.32	\$30.72	\$43.98	\$62.52	\$105.06
	\$65,000	\$7.80	\$8.97	\$10.79	\$13.85	\$20.93	\$33.28	\$47.65	\$67.73	\$113.82

Voluntary Life Cost Illust	tration continue	d							
-	< 30	30–34	35–39	40-44	45–49	50–54	55–59	60–64	65–69 [†]
\$70,000	\$8.40	\$9.66	\$11.62	\$14.91	\$22.54	\$35.84	\$51.31	\$72.94	\$122.57
\$75,000	\$9.00	\$10.35	\$12.45	\$15.98	\$24.15	\$38.40	\$54.98	\$78.15	\$131.33
\$80,000	\$9.60	\$11.04	\$13.28	\$17.04	\$25.76	\$40.96	\$58.64	\$83.36	\$140.08
\$85,000	\$10.20	\$11.73	\$14.11	\$18.11	\$27.37	\$43.52	\$62.31	\$88.57	\$148.84
\$90,000	\$10.80	\$12.42	\$14.94	\$19.17	\$28.98	\$46.08	\$65.97	\$93.78	\$157.59
\$95,000	\$11.40	\$13.11	\$15.77	\$20.24	\$30.59	\$48.64	\$69.64	\$98.99	\$166.35
\$100,000	\$12.00	\$13.80	\$16.60	\$21.30	\$32.20	\$51.20	\$73.30	\$104.20	\$175.10
\$105,000	\$12.60	\$14.49	\$17.43	\$22.37	\$33.81	\$53.76	\$76.97	\$109.41	\$183.86
\$110,000	\$13.20	\$15.18	\$18.26	\$23.43	\$35.42	\$56.32	\$80.63	\$114.62	\$192.61
\$115,000	\$13.80	\$15.87	\$19.09	\$24.50	\$37.03	\$58.88	\$84.30	\$119.83	\$201.37
\$120,000	\$14.40	\$16.56	\$19.92	\$25.56	\$38.64	\$61.44	\$87.96	\$125.04	\$210.12
\$125,000	\$15.00	\$17.25	\$20.75	\$26.63	\$40.25	\$64.00	\$91.63	\$130.25	\$218.88
\$130,000	\$15.60	\$17.94	\$21.58	\$27.69	\$41.86	\$66.56	\$95.29	\$135.46	\$227.63
\$135,000	\$16.20	\$18.63	\$22.41	\$28.76	\$43.47	\$69.12	\$98.96	\$140.67	\$236.39
\$140,000	\$16.80	\$19.32	\$23.24	\$29.82	\$45.08	\$71.68	\$102.62	\$145.88	\$245.14
\$145,000	\$17.40	\$20.01	\$24.07	\$30.89	\$46.69	\$74.24	\$106.29	\$151.09	\$253.90
\$150,000	\$18.00	\$20.70	\$24.90	\$31.95	\$48.30	\$76.80	\$109.95	\$156.30	\$262.65
\$155,000	\$18.60	\$21.39	\$25.73	\$33.02	\$49.91	\$79.36	\$113.62	\$161.51	\$271.41
\$160,000	\$19.20	\$22.08	\$26.56	\$34.08	\$51.52	\$81.92	\$117.28	\$166.72	\$280.16
\$165,000	\$19.80	\$22.77	\$27.39	\$35.15	\$53.13	\$84.48	\$120.95	\$171.93	\$288.92
\$170,000	\$20.40	\$23.46	\$28.22	\$36.21	\$54.74	\$87.04	\$124.61	\$177.14	\$297.67
\$175,000	\$21.00	\$24.15	\$29.05	\$37.28	\$56.35	\$89.60	\$128.28	\$182.35	\$306.43
\$180,000	\$21.60	\$24.84	\$29.88	\$38.34	\$57.96	\$92.16	\$131.94	\$187.56	\$315.18
\$185,000	\$22.20	\$25.53	\$30.71	\$39.41	\$59.57	\$94.72	\$135.61	\$192.77	\$323.94
\$190,000	\$22.80	\$26.22	\$31.54	\$40.47	\$61.18	\$97.28	\$139.27	\$197.98	\$332.69
\$195,000	\$23.40	\$26.91	\$32.37	\$41.54	\$62.79	\$99.84	\$142.94	\$203.19	\$341.45
\$200,000	\$24.00	\$27.60	\$33.20	\$42.60	\$64.40	\$102.40	\$146.60	\$208.40	\$350.20
\$205,000	\$24.60	\$28.29	\$34.03	\$43.67	\$66.01	\$104.96	\$150.27	\$213.61	\$358.96
\$210,000	\$25.20	\$28.98	\$34.86	\$44.73	\$67.62	\$107.52	\$153.93	\$218.82	\$367.71
\$215,000	\$25.80	\$29.67	\$35.69	\$45.80	\$69.23	\$110.08	\$157.60	\$224.03	\$376.47
\$220,000	\$26.40	\$30.36	\$36.52	\$46.86	\$70.84	\$112.64	\$161.26	\$229.24	\$385.22
\$225,000	\$27.00	\$31.05	\$37.35	\$47.93	\$72.45	\$115.20	\$164.93	\$234.45	\$393.98

Voluntary Life Cost Illus	stration continue	ed .							
	< 30	30–34	35-39	40-44	45-49	50-54	55–59	60–64	65-69 [†]
\$230,000	\$27.60	\$31.74	\$38.18	\$48.99	\$74.06	\$117.76	\$168.59	\$239.66	\$402.73
\$235,000	\$28.20	\$32.43	\$39.01	\$50.06	\$75.67	\$120.32	\$172.26	\$244.87	\$411.49
\$240,000	\$28.80	\$33.12	\$39.84	\$51.12	\$77.28	\$122.88	\$175.92	\$250.08	\$420.24
\$245,000	\$29.40	\$33.81	\$40.67	\$52.19	\$78.89	\$125.44	\$179.59	\$255.29	\$429.00
\$250,000	\$30.00	\$34.50	\$41.50	\$53.25	\$80.50	\$128.00	\$183.25	\$260.50	\$437.75
Policy Election	Amount							anno and decree to be decreased and an annual decree to the second and the second	
Child(ren)									44 - 144 - 14 - 14 - 14 - 14 - 14 - 14
\$5,000	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
\$10,000	\$2.09	\$2.09	\$2.09	\$2.09	\$2.09	\$2.09	\$2.09	\$2.09	\$2.09

Refer to Guarantee Issue row on page above for Voluntary Life GI amounts.

Premiums for Voluntary Life Increase in five-year increments

Infant coverage is limited for the first two weeks of infant's life.

‡Spouse coverage premium is based on Employee age. Coverage for the spouse terminates at spouse's age 70.

†Benefit reductions apply.

Manage Your Benefits:

Go to www.GuardianAnytime.com to access secure information about your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00547148

LIMITATIONS AND EXCLUSIONS:

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR LIFE AND AD&D COVERAGE:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period. Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations. Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.

Dependent life insurance will not take effect if a dependent, other than a newborn, is confined to the hospital or other health care facility or is unable to perform the normal activities of someone of like age and sex.

A person is ADL-disabled if he or she is (a) physically unable to perform two or more ADLs without continuous physical assistance; or (b) cognitively impaired, and requires verbal cueing to protect himself/herself or others. ADLs are bathing, dressing, toileting, transferring, continence, and eating.

Accelerated Life Benefit is not paid to an employee under the following circumstances: one who is required by law to use the benefit to pay creditors; is required by court order to pay the benefit to another person; is required by a government agency to use the payment to receive a government benefit; or loses his or her group coverage before an accelerated benefit is paid.

We pay no benefits if the insured's death is due to suicide within two years from the insured's original effective date. This two year limitation also applies to any increase in benefit. This exclusion may vary according to state law. Late entrants and benefit increases require underwriting approval.

GP-1-R-EOPT-96

Guarantee Issue/Conditional Issue amounts may vary based on age and case size. See your Plan Administrator for details. Late entrants and benefit increases require underwriting approval.

For AD&D: We pay no benefits for any loss caused: by willful self-injury; sickness, disease or medical treatment; by participating in a civil disorder or committing a felony; Traveling on any type of aircraft while having duties er on that aircraft; by declared or undeclared act of war or armed aggression; while a member of any armed force (May vary by state); while driving a motor vehicle without a current, valid driver's license; by legal intoxication; or by voluntarily using a non-prescription controlled substance. Contract #GP-1-R-ADCL1-00 et al. We won't pay more than 100% of the Insurance amount for all losses due to the same accident, except as stated. The loss must occur within a specified period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.

WillPrep Services

Special bonus for participants in voluntary life plan

Your employer has worked with Guardian to make WillPrep Services available to eligible members with Voluntary Life plans. Keeping an up-to-date will is essential to ensuring that your assets are distributed as you intended, no matter the size of your estate. You may be avoiding creating a will because you believe you can't afford the time or legal expense. Now you can with WillPrep Services.

WillPrep Services offer support and guidance to help you properly prepare the documents necessary to preserve your family's financial security. WillPrep has a range of services including online planning documents, a resource library and access to professionals* to help with issues related to:

 Advanced Health Care Directives 	■ Financial Power of Attorney	■ Wills and Living Wills
■ Estate Taxes	Guardianship and Conservatorship	■ Resource Library
■ Executors & Probate	 Healthcare Power of Attorney 	■ Trusts

For more information about WillPrep Services, go to www.ibhwillprep.com; User name: WillPrep; Password: GLIC09 or call 1-877-433-6789

^{*}The Option of an attorney prepared will is available for a small fee.

WillPrep Services are provided by Integrated Behavioral Health, Inc., and its contractors. The Guardian Life Insurance Company of America (Guardian) does not provide any part of *WillPrep Services*. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the *WillPrep Services* at any time without notice. Legal services will not be provided in connection with or preparation for any action against Guardian, IBH, or your employer.



Critical Illness Benefit Summary

CRITICAL ILL NESS

1st OCCURRENCE ONLY

Group Number: 00547148

About Your Benefits:

It takes a lot to beat a serious illness. Unfortunately, it can also cost a lot. When you or a family member suffers a serious illness like a stroke or heart attack, Critical Illness Insurance can help with expenses that medical insurance doesn't cover like deductibles or out of pocket costs, or services like experimental treatment. Critical Illness supplements your medical and your disability income insurance. The lump sum benefit is paid when you need it most, upon diagnosis, so you can rest assured that you will have funds to offset upcoming out of pocket costs, and that you'll have the flexibility to elect treatments with less worry about the cost. Review your options and enroll today!

What Your Benefits Cover:

Childhood Conditions

	LILLNESS			
Benefit Amount(s)	Employee may choose a lump sum \$5,000 increments.	benefit of \$5,000 to \$25,000 in		
CONDITIONS				
Cancer	Ist OCCURRENCE	2nd OCCURRENCE		
Invasive Cancer	100%	50%		
Carcinoma In Situ	30%	0%		
Benign Brain Tumor	75%	0%		
Skin Cancer	\$250 per lifetime	Not Covered		
Vascular				
Heart Attack	100%	50%		
Stroke!	100%	50%		
Heart Failure##	100%	50%		
Coronary Arteriosclerosis#	30%	0%		
Other				
Organ Failure***	100%	50%		
Kidney Failure**	100%	50%		
ADDITIONAL CONDITIONS	Ist OCCURI	RENCE ONLY		
Addison's Disease	3	0%		
ALS (Lou Gehrig's Disease)	10	00%		
Alzheimer's Disease	5	0%		
Coma	10	00%		
Huntington's Disease	3	0%		
Loss of Hearing	10	00%		
Loss of Sight	10	00%		
Loss of Speech	10	00%		
Multiple Sclerosis	3	0%		
Parkinson's Disease	10	00%		
Permanent Paralysis	50% for I limb,	100% for 2 limbs		
Severe Burns	10	100%		

CRITICAL ILLNESS

Cerebral Palsy	100%
Cleft Lip/Palate	100%
Club Foot	100%
Cystic Fibrosis	100%
Down's Syndrome	100%
Muscular Dystrophy	100%
Spina Bifida	100%
Type I Diabetes	100%
Spouse Benefit	May choose a lump sum benefit of \$2,500 to \$12,500 in \$2,500 increments up to 50% of the employee's lump sum benefit.
Child Benefit- children age Birth to 26 years	25% of employee's lump sum benefit
Benefit Reductions: Benefits are reduced by a certain percentage as an employee ages	50% at age 70
Guarantee Issue/ Conditional Issue	We Guarantee Issue up to: Less than age 70 \$20,000
	For a spouse: Less than age 70 \$10,000
	For a child: All Amounts
	Health questions are required if the elected amount exceeds the Guarantee Issue, as well as for all applicants age 70+ regardless of elected amount.
Portability: Allows you to take your Critical Illness coverage with you if you terminate employment.	Included
Pre-Existing Condition Limitation: A pre-existing condition includes any condition for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment or took prescribed drugs.	

- ! Stroke: Stroke must be severe enough to cause neurological deficits at least 30 days after the event.
- ## Heart Failure: An insured must be placed on an organ transplant list in order to be eligible for the Heart failure benefits.
- # Coronary Arteriosclerosis: Coronary Arteriosclerosis must be severe enough to require a coronary artery bypass graft.
- *** Organ Failure: Organ failure includes both lungs, liver, pancreas or bone marrow and requires the insured to be placed on an organ transplant list.
- ** Kidney Failure: An insured must be placed on an organ transplant list in order to be eligible for the Kidney failure benefits.

Critical Illness Cost Illustration

To determine the most appropriate level of coverage, you should consider your current basic monthly expenses and expected financial needs during a Critical Illness.

Your premium will not increase as you age.

Child cost is included with employee election.

			Monthly Pr	emiums Displaye	d		
	Election Cost Per Age Bracket						
	Issue Age	< 30	30-39	40-49	50-59	60-69	70+'
Employee							
\$5,000		\$3.71	\$5.38	\$10.77	\$20.72	\$32.64	\$62.12
\$10,000		\$7.06	\$10.18	\$20.32	\$38.97	\$61.34	\$118.02
\$15,000	\$	10.41	\$14.98	\$29.87	\$57.22	\$90.04	\$173.92
\$20,000	\$	13.76	\$19.78	\$39.42	\$75.47	\$118.74	\$229.82
\$25,000	\$	17.11	\$24.58	\$48.97	\$93.72	\$147.44	\$285.72
Benefit Amount Up To 50%	of Employee Amount to a Max	imum o	f \$12,500				
Spouse							
\$2,500		\$2.04	\$2.98	\$6.00	\$11.60	\$18.29	\$34.17
\$5,000		\$3.71	\$5.38	\$10.77	\$20.72	\$32.64	\$62.12
\$7,500		\$5.39	\$7.78	\$15.55	\$29.85	\$46.99	\$90.07
\$10,000		\$7.06	\$10.18	\$20.32	\$38.97	\$61.34	\$118.02
\$12,500		\$8.74	\$12.58	\$25.10	\$48.10	\$75.69	\$145.97

[†]Benefit reductions may apply. See plan details.

Manage Your Benefits:

Go to www.GuardianAnytime.com to access secure information Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM about your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

Need Assistance?

to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00547148.

EXCLUSIONS AND LIMITATIONS

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR CRITICAL ILLNESS:

We will not pay benefits for the First Occurrence of a Critical Illness if it occurs less than 3 months after the First Occurrence of a related Critical Illness for which this Plan paid benefits. By related we mean either: (a) both Critical Illnesses are contained within the Cancer Related Conditions category; or (b) both Critical Illnesses are contained within the Vascular Conditions category. We will not pay benefits for a Second occurrence (recurrence) of a Critical Illness unless the Covered Person has not exhibited symptoms or received care or treatment for that Critical Illness for at least 12 months in a row prior to the recurrence. For purposes of this exclusion, care or treatment does not include: (1) preventive medications in the absence of disease; and (2) routine scheduled follow-up visits to a Doctor.

We do not pay benefits for claims relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane.

Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding I year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.

If the plan is new (not transferred): During the exclusion period, this Critical Illness plan does not pay charges relating to a pre-existing condition. If this plan is transferred from another insurance carrier, the time an insured is covered under that plan will count toward satisfying Guardian's pre-existing condition limitation period. A pre-existing condition includes any condition for which an employee, in a specified time period prior to coverage in this plan, consults with a physician, receives treatment, or takes prescribed drugs. Please refer to the plan documents for specific time periods. State variations may apply.

Guardian's Critical Illness plan does not provide comprehensive medical coverage. It is a basic or limited benefit and is not intended to cover all medical expenses. It does not provide "basic hospital," "basic medical," or "medical" insurance as defined by the New York State Insurance Department.

Health questions are required on 1) late enrollees and 2) enrollees over age 69 (not applicable in FL). This coverage will not be effective until approved by a Guardian underwriter.

The policy has exclusions and limitations that may impact the eligibility for or entitlement to benefits under each covered condition. See your certificate booklet for a full listing of exclusions & limitations..

If Critical Illness insurance premium is paid for on a pre tax basis, the benefit may be taxable. Please contact your tax or legal advisor regarding the tax treatment of your policy benefits..

This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails. Your company has selected Guardian to provide Critical Illness coverage to eligible employees & dependents according to plan terms which have been mutually agreed upon. As an eligible employee, you can purchase this coverage at the group premium levels illustrated above.

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Group Number: 00547148

Accident Benefit Summary

	ACCIDENT		
COVERAGE - DETAILS			
Your Monthly premium	\$14.56		
You and Spouse	\$24.88		
You and Child(ren)	\$26.21		
You, Spouse and Child(ren)	\$36.53		
Accident Coverage Type	Off Job		
Portability - Allows you to take your Accident coverage with you if you terminate employment. Ported Accident plan terminates at age 70.	Included		
WELLNESS BENEFIT - Per Year Limit	\$50		
Child(ren) Age Limits	Children age birth to 26 years		
FEATURES			
Accident Emergency Room Treatment	\$175		
Accident Follow-Up Visit - Doctor	\$50 up to 6 treatments		
Air Ambulance	\$1,000		
Ambulance	\$150		
Appliance - Wheelchair, leg or back brace, crutches, walker, walking boot that extends above the ankle or brace for the neck.	\$125		
Blood/Plasma/Platelets	\$300		
Burns (2nd Degree/3rd Degree)	9 sq inches to 18 sq inches: \$0/\$2,000 18 sq inches to 35 sq inches: \$1,000/\$4,000 Over 35 sq inches: \$3,000/\$12,000		
Burn - Skin Graft	50% of burn benefit		
Child Organized Sport - Benefit is paid if the covered accident occurred while your covered child is participating in an organized sport that is governed by an organization and requires formal registration to participate.	20% increase to child benefits		
Chiropractic Visits	\$25 per visit up to 6 visits		
Coma	\$10,000		
Concussions	\$75		
Dislocations	Schedule up to \$4,400		
Diagnostic Exam (Major)	\$150		
Emergency Dental Work	\$300/Crown, \$75/Extraction		
Epidural pain management	\$100, 2 times per accident		
Eye Injury	\$300		
Family Care	\$20/day up to 30 days		
Fracture	Schedule up to \$5,500		
Hospital Admission	\$1,000		
Hospital Confinement	\$225/day - up to I year		
Hospital ICU Admission	\$2,000		
Hospital ICU Confinement	\$450/day - up to 15 days		
Initial Physician's office/Urgent Care Facility Treatment	\$75		
Joint Replacement (hip/knee/shoulder)	\$2,500/\$1,250/\$1,250		

FEATURES (Cont.)

Knee Cartilage	\$500		
Laceration	Schedule up to \$400		
Lodging - The hospital must be more than 50 miles from the insured's residence.	\$125/day, up to 30 days for companion hotel stay		
Occupational or Physical Therapy	\$25/day up to 10 days		
Prosthetic Device/Artificial Limb	1: \$500 2 or more: \$1,000		
Rehabilitation Unit Confinement	\$150/day up to 15 days		
Ruptured Disc With Surgical Repair	\$500		
Surgery	Schedule up to \$1,250 Hernia: \$150		
Surgery - Exploratory or Arthroscopic	\$250		
Tendon/Ligament/Rotator Cuff	1: \$500 2 or more: \$1,000		
Transportation - Benefit is paid if you have to travel more than 50 miles one way to receive special treatment at a hospital or facility due to a covered accident.	\$500, 3 times per accident		
X - Ray	\$30		

UNDERSTANDING YOUR BENEFITS:

Accident Emergency Room Treatment – Benefit is paid only when an insured is examined or treated within 72 hours of a
covered accident.

This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub prevails.

Manage Your Benefits:

Go to www.GuardianAnytime.com to access secure information about your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00547148

LIMITATIONS AND EXCLUSIONS:

A SUMMARY OF ACCIDENT LIMITATIONS AND EXCLUSIONS:

Employees must be working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding I year; or (b) in an area under travel warning by the US Department of State, subject to state specific variations.

This proposal summarizes the major features of the Guardian Accident benefit plan. It is not intended to be a complete representation of the proposed plan. For full plan features, including exclusions and limitations, please refer to your Policy.

This proposal is hedged subject to satisfactory financial evaluation.

This plan will not pay benefits for any injury caused by or related to: declared or undeclared war, act of war or armed aggression; taking part in a riot or civil disorder; or commission of, or attempt to commit a felony; intentionally self

inflicted injury, while sane or insane; suicide, while sane or insane. The covered person being legally intoxicated. Treatment rendered or hospital confinement outside the United States or Canada. Travel of flight in any kind of aircraft including any aircraft owned by or for the employer except as a fare paying passenger on a common carrier. Participation in any kind of sporting activity for compensation or profit including coaching or officiating.

Riding in or driving any motor-driven vehicle in a race, stunt show or speed test. Participation in hang gliding, bungee jumping, sailgliding, parasailing, parakiting, ballooning, parachuting, and/or skydiving. Injuries to a dependent child received during the birth. An accident that occurred before the covered person is covered by this plan. Sickness, disease, mental infirmity or medical or surgical treatment.

If Accident insurance premium is paid for on a pre tax basis, the benefit may be taxable. Please contact your tax or legal advisor regarding the tax treatment of your policy benefits. Welcome to the College Tuition Benefits Rewards program! Your Plan Sponsor has worked with Guardian to make College Tuition Benefit services available to eligible participants enrolling in the following coverage/option(s):

Coverage	Option			
Life	Voluntary Term Life Coverage			
Critical Illness				
Accident	Option 1: Advantage Plan			

Register Today!

You can now create your Rewards account and start accumulating your Tuition Rewards that can be used to pay up to one year's tuition at over 380 private colleges and universities across the nation. In 2016, over \$60 million in College Tuition Benefit Rewards were submitted by high school seniors. **Here is how it works:**

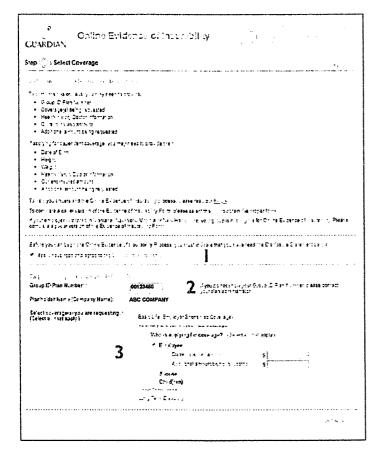
- Annual enrollment in this plan earns you 2,000 Tuition Rewards (I Reward = \$1 in tuition reduction at a network of Private Colleges and Universities) for each line of Guardian coverage (up to four lines).
- Guardian Dental participants receive a bonus after year four.
- These rewards are yours for your lifetime and can be given to children, grandchildren, nieces, nephews and godchildren.

The Tuition Rewards program is provided by College Tuition Benefit. The Guardian Life Insurance Company of America (Guardian) does not provide any services related to this program. College Tuition Benefit is not a subsidiary or an affiliate of Guardian.

Print and cut out ID Card College Tuition Benefits Rewards- ID Card The College Tuition Benefit f 435 Devon Park Drive Register@ 0 Building 400, Suite 410 www.GuardianCollegeTuitionBenefit.com ı Wayne, PA 19087 d Phone: (215) 839-0119 User ID: Is Your Guardian Group Plan Number Fax: (215) 392-3255 that can be found on your benefit booklet Password: Guardian

ONLINE EVIDENCE OF INSURABILITY

Go to www.guardiananytime.com/eoi



. Click "Yes, I have read and agree to the Disclosure Statement."

If your employer is located in a state where online EOI is not available, please download the EOI form from Guardian Anytime

- 2. Enter Group ID shown on your enrollment materials and click "Enter"
- 3. Select the coverages you are applying for and fill in your current and new election amounts

HELPFUL TIP: Enter "0" for current amount if this is a new election or if this is a request to increase your short term disability or long term disability coverage.

Click "Continue".

ON THE FOLLOWING SCREEN, YOU WILL:

- Input your personal information
- Answer the health questions
- · Review your answers, electronically provide your signature and click "Submit" to receive confirmation
- Guardian will soon contact you directly regarding your application.





The Guardian Life Insurance Company of America



Enrollment Form Page 1 of 6

Guardian Life, P.O. Box 14319, Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: International Union of Operating Engin Local 95	eers Gro	up Plan Numbe	r: 00547148		Benefits Effective	:
	-Enrollment	☐ Add Emplo	yee/Dependents	☐ Drop/i	Refuse Coverage	☐ Information Change
Class: Division:	Sub	total Code:			(Please obtain th	nis from your Employer)
About You: First, MI, Last Name: Social Security Number						
Address	City				State	Zip
Gender: ☐ M ☐ F Date of Birth (mm-dd-	-yy):		Phor	ne: () -	
Email Address: Are you married o Do you have child					age/union: te of adopted child:	
Ahout Your Job:	ours worked per	week:	_		Job Title	:
Work Status: □ Active □ Retired □ Cobra/State Continuation Date of fu	ull time hire:			Annual Sa	lary: \$	
About Your Family: Please include the names of the dependents you wish to enroll for coverage. A dependent is a person that you, as a taxpayer, claim; who relies on you for financial support; and for whom you qualify for a dependent tax exemption. Dependent tax exemptions are subject to IRS rules and regulations. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.						
Spouse (First, MI, Last Name)			Social Security Nun	nber		
Address/City/State/Zip:		□ M □ F		ld-yyyy)		
Phone: () -					Natura (abada ali Aba	h
Child/Dependent 1: Address/City/State/Zip:	□ Add □ Di		Social Security Nun	[Status (check all tha I Student (post hig I Non standard dep	h school) 🗖 Disabled
Phone: () -			Date of Birth (mm-d			
Child/Dependent 2:	□ Add □ Di	Gender S	Social Security Nun	[0	Status (check all tha Student (post hig Non standard dep	h school) 🗅 Disabled
Address/City/State/Zip:			Date of Birth (mm-d	ld-yyyy)		
Phone: () -	<u> </u>					

Child/Dependent 3:		□ Add □ Drop	Gender	Social Security Number	Status (check all that apply) Student (post high school) Disabled Non standard dependent
Address/City/State/Zip:					With Standard dependent
Phone: () -				Date of Birth (mm-dd-yyyy)	
Child/Dependent 4:		☐ Add ☐ Drop	1	Social Security Number	Status (check all that apply)
Address/City/State/Zip:			омоғ		☐ Student (post high school) ☐ Disabled ☐ Non standard dependent
Phone: () -				Date of Birth (mm-dd-yyyy)	
, ,			<u></u>	<u> </u>	
Voluntary Term Life	Coverage With Accidental De	ath and Disme	mbermei	nt (AD&D): You must b	e enrolled to cover your dependents. Benefit
reductions apply. Please	e see plan administrator.			, ,	
Employee					
1	neck one box only				
\$10,000	□ \$20,000 □ \$30,		\$40,000	\$50,000	\$60,000
\$70,000	□ \$80,000 □ \$90,		\$100,000	\$110,000	•
\$130,000	□ \$140,000 □ \$150		\$160,000		
\$190,000	□ \$200,000* □ \$210	•	\$220,000		
\$250,000	□ \$260,000 □ \$270		\$280,000		
\$310,000	\$320,000 \$330	•	\$340,000		
\$370,000	□ \$380,000 □ \$390	•	\$400,000		
\$430,000	□ \$440,000 □ \$450	,000 \square	\$460,000	\$470,000	□ \$480,000
□ \$490,000	\$500,000				
*Guarantee Issue Amoun	nt. The Health History section must be co	mpleted if any amo	unt above th	he Guarantee Issue Amount i	s elected.
I do not want this cov	erage	- · ·			
Add Voluntary Life for S	pouse				
Policy Amount	F				
\$10,000	□ \$15,000 □ \$20,0	00	□ \$25,000	0* □ \$30,000	\$35,000
□ \$40,000	□ \$45,000 □ \$50,0	00	□ \$55,000	\$60,000	\$65,000
□ \$70,000	□ \$75,000 □ \$80,0	00	□ \$85,000	\$90,000	\$95,000
□ \$100,000	□ \$105,000 □ \$110	.000	□ \$115,00	00 🗅 \$120,000	\$125,000
□ \$130,000	□ \$135,000 □ \$140	000	□ \$145,00	00 🗅 \$150,000) □ \$155,000
\$160,000	□ \$165,000 □ \$170	,000	□ \$175,00	00,000 \$180,000	\$185,000
□ \$190,000	□ \$195,000 □ \$200	,000	□ \$205,00	00 🗆 \$210,000	\$215,000
□ \$220,000	□ \$225,000 □ \$230	,000	\$235,00	00 🗆 \$240,000	\$245,000
□ \$250,000					
*Guarantee Issue Amou	nt				
	 ne more than 100% of the employee an	ount for Voluntary	Life.		
		,			
☐ I do not want this co	verage				
Add Voluntary Life for D	ependent/Child(ren)				
Policy Amount					
□ \$5,000	□ \$10,000*				
*Guarantee Issue Amou	nt				
*The amount may not b	e more than 100% of the employee an	ount for Voluntary	Life.		
☐ I do not want this co	verage				
Important Notes:	, <u> </u>				
1	benefits and age, you may be required to	oomoleto oo asida	nce of inc	rability form for Voluntary Lif	9
- based on your plan	Denenia and age, you may be required to	o complete am evide	1106 01 111201	iaunny lutin lut vuluinaly Lit	c.

LIFE INSURANCE continued

LIFE INSUNANCE	onunueu						
Name your beneficiarie	es: (Primary benefici	ary percentages must total	100%)				
Primary Beneficiaries:						į	
Name:			Social Security Num	ber:			
Date of Birth (mm-d			•				
Phone: () -	Relatio	nship to Employee:					
Name:			_ Social Security Num	nber:	%		
Date of Birth (mm-dd-yy):Address/City/State/Zip:							
Phone: () -	Relatio	nship to Employee:					
Contingent Benefici	ary:			Social Security Num	ber:		
Date of Birth (mm-d							
Phone: () -	Relatio	nship to Employee:					
(In the event the primary	v beneficiaries are de	ceased, the continuent be	neficiary will receive th	ne benefit. Employer mair	tains beneficiary information.)		
Spouse and dependent	/child(ren) – If the i	ntended beneficiary is to l	be someone other tha	an the employee, please	complete the Beneficiary Designation form.		
Critical Illness Cove	erage: You mus	st be enrolled to cover you	ır dependents				
Benefit reductions apply	. Please see plan a	dministrator.					
Employee Insurance Amount:	□ \$5,000	\$10,000	□ \$15,000	□ \$20,000	\$25,000		
☐ I do not want this cove	_ •-•	_ \$.5,500	_ +	-			
Spouse	575 						
Insurance Amount:	•	mployee's amount to a ma	ximum of \$12,500	□ \$12,500			
□ \$2,500 □ I do not want this cove	□ \$5,000 erage.	\$7,500	□ \$10,000	□ ψ12,000			
Dependent/Child(ren)							
Insurance Amount:	25% of the emp	loyee's amount					
☐ I do not want this cove					mount you must answer the following health		
If you or your dependent questions.	spouse elect Critic	al Illness Coverage and e	lect an amount above	the Guaranteed Issue a	mount, you must answer the following health		
·							
tumor (benign or maligna liver (including hepatitis), cell transplant?	ani) Darrati'a acanhi	anue Craba'e diepaca 1806	n nonia zitilos evitera	ISOTOET TOINET MAIL ANDS	ons: cancer, carcinoma in situ,malignant melano or HIV), any chronic or progressive disease of k e an organ transplant, including bone marrow of	uuy.,	
Employee 🗅 Yes 🖵 No	Spouse 🗆 Yes 🖵			a made to the second		chamic	
attack (TIA), or been advi	sed to have bypass	surgery, stent insertions o	al professional for he r treatment for corona	eart attack, heart disease (ry arteries?	or coronary artery disease, stroke or transient is	OHEIME	
Employee 🗅 Yes 🗅 No	Spouse □ Yes □			against and an arrangement	roquiring a change in medication or docage in	the	
Has any proposed insupast 6 months or been di	red been diagnosed agnosed with or trea	with or treated by a medic ted for diabetes (except if	ai professional for un present only in pregn	controlled blood pressur ancy)?	e (requiring a change in medication or dosage in	. 410	
Employee 🗅 Yes 🖵 No	Spouse 🗆 Yes 🗅						
Alzheimer's disease) or a Sclerosis or Parkinson's	ny neurological dise Disease ?	ase or disorder, including	cal professional for an seizures, Amyotrophic	y progressive vision, spe ; Lateral Sclerosis (ALS o	ech or hearing disorder, or dementia (including r Lou Gehrig's disease), Huntington's disease, N	Multiple	
Employee 🗅 Yes 🗅 No	Spouse 🗆 Yes 🗅				State and annual AIDO Delated Committee and	netod	
positive for HIV (human i	immunodeficiency vi	rus)?	cal professional for Al	IDS (acquired immune de	ficiency syndrome), AIDS-Related Complex or te	:5160	
Employee 🗅 Yes 🗅 No	Spouse 🗅 Yes 🗅	NO					

	IMPORTANT NOTES: • Based on your plan benefits and age, you may be required to complete an additional evidence of insurability form for Critical Illness.								
Acı	ident Coverage	You must be enrolled to cove	r your dependen	is.					
You	r Monthly premium		Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)			
			□ \$14.56	□ \$24.88	□ \$26.21	□ \$36.53			
ات	do not want this coveraç	ge.							
Sig	nature								
•		surance coverage for a depende lined, or is unable to perform the				ndent is confined to a hospital or other health care			
•	I understand that my de	ependent(s) cannot be enrolled t	for a coverage if I	am not enrolled for	that coverage.				
•	I understand that the p	remium amounts shown above a	are estimations ar	nd are for illustrative	purposes only.				
•		n does not guarantee coverage. th in the applicable benefit book		igs, coverage is con	tingent upon underwritir	ng approval and meeting the applicable eligibility			
•	I understand that I must be actively at work or my elected coverage will not take effect until I have met the eligibility requirements (as defined in the benefit booklet.) This does not apply to eligible retirees.								
•	If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.								
•	Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.								
•	I hereby apply for the group benefit(s) that I have chosen above.								
•	I understand that I mus	st meet eligibility requirements fo	or all coverages ti	nat I have chosen ab	oove.				
•	I agree that my employ	er may deduct premiums from r	my pay if they are	required for the cov	verage I have chosen abo	ove.			
•	I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.								
•	l attest that the inform	ation provided above is true ar	nd correct to the	best of my knowled	ge.				
info	Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any materially, false information or conceals for purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties, or denial of insurance benefits.								
The	state in which you resid	de may have a specific state fra	aud warning. Ple	ase refer to the atta	ched Fraud Warning St	atements page.			
app mat	The laws of New York require the following statement appear: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misteading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (Does not apply to Life Insurance.)								

SIGNATURE OF EMPLOYEE X

Enrollment Kit 00547148, 0001, EN

Fraud Warning Statements

The laws of several states require the following statements to appear on the enrollment form:

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California: For your protection California law requires the following to appear on this form: The falsity of any statement in the application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Connecticut, Iowa, Nebraska, and Oregon: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of a fraudulent insurance act, which may be a crime, and may also be subject to civil penalties.

Delaware, Indiana and Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud as determined by a court of law.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misteading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana and Texas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Rhode Island: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in N.H. Rev. Stat. Ann. § 638:20

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment or a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties or denial of insurance benefits.

Ohio: Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia: Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

UNION MEMBERSHIP BENEFITS

or information or applications for any of these Union bership Benefits, see your Union Steward or call the Union onice at (412)/422-4702 between 8:00 a.m. and 4:00 p.m.

Union Family Savers

Save on everyday consumer products and services. This family of discounts helps you save on everything from hearing health care to car rentals and more!

Hertz

Big savings on daily, leisure, weekly and weekend car rental

Union Member Flower Service

Savings on flower delivery. Order directly from a local florist, eliminate service fees and get more for your money.

Union Member Discount Prescription Program

Discount mail-service pharmacy for your entire family, including relatives.

National Ear Care Plan

Savings on hearing tests and hearing aids at some 2,000 hearingcare professionals. Low \$10 annual family fee to join.

Union Credit Card

A union-endorsed credit card that saves you money over other cards. Low rate, no annual fee, money-saving transfer-balance it, skip payment options, call 1-800-522-4000 to apply.

red Credit Card

A special credit card available to help establish or re-establish credit. No application fee. Credit line equal to 100 percent of leposit. 25-day grace period card. Helps repair or rebuild credit. 'Graduation" to the Union Credit Card. Call 1-800-452-9425 for

Parent's College Advisor

A guide for parents that provides advice on choosing the right college and financing package. Just \$4.95.

Jnion Yes Checks

Union-printed personalized checks and return address labels eaturing Union Yes and individual union logos. Just \$9.95 plus hipping for 200 checks.

Walt Disney World Hotel Discount

Special union-members-only rate at Hotel Royal Plaza, near Orlando, FL. Free transportation to all Disney theme parks.

Jnion Member Dental Program

Save an average of 30% on visits to the dentist. Oral exams and bitewing x-rays at no charge. Low \$29.95 annual fee covers the entire family. Call: 1-800-257-8352.

gage and Real Estate Program

lake buying or selling a home easier and more affordable. jal first-time home buyers programs. Assistance from specially id mortgage counselors. Strike layoff and disability assistance. lasy over-the-phone application process. Program open to your hildren or parents. Call 1-800-348-6466 for details.

Scholarships

We have \$10,000 worth of scholarships available to our children who are high school seniors or enrolled in an accredited college.

PA AFL-CIO Scholarship

Due by January 31st

Union Plus Credit Card Scholarship

Due by January 31st

Rob Newton Memorial Scholarship

Due by March 31st

Group Discounts

Our members receive discounts at Dunham's Sporting Goods, Chase Communications (Cellular Phone Co.), Red Wing Shoe Company and Belmar Candy Company.

Legal Services

We maintain a list of lawyers who agree to provide free consultations, follow-ups, document reviews and a 30% discount on other services.

Pre-Paid Legal Services

We have negotiated group rates from Pre-Paid Legal Services Inc., which provides legal insurance much like Health Insurance.

Worker's Compensation

Free consultations and low contingency fees for Local 95

If you have any questions or need an application for any of these benefits, contact your Union Steward or our Main Office by phone (412)/422-4702 or by fax (412)/422-4721.

Notary Public Services

Our Office Manager Lisa Tyhonas is now a certified Notary Public. Any member who needs such a service can have it done free of charge Monday thru Friday from 8:00 a.m. to 4:00 p.m.

Life Insurance

American Income Life Insurance Company Every member of the Local is automatically covered by a \$3,000 Accidental Death & Dismemberment Policy.

If you complete and return an informational card, you will be eligible for the Health services discount plan which includes eye care, prescription drugs, hearing aides and chiropractic care at no cost for one year, and an optional dental plan.

Union Labor Life Insurance Company

If you complete and return an information card, you will be covered by a \$5,000 work place Accidental Death Policy.

IMPORTANT PHONE NUMBERS

International Union of Operating Engineers, Local 95

(412)/422-4702 (412)/422-4721 (FAX)

Keith L. Thurner, Business Manager/Financial Secretary Jack Gaffney, Assistant Business Manager Jason Amenta, President Carl Luisi, Business Representative Dave Conklin, Business Representative Lisa J. Tyhonas, Office Manager Janine Viola, Secretary Andrea Williams, Secretary

International Union of Operating Engineers, Local 95 Warren, PA

(814)/726-7334 Office/Fax

The International Union of Operating Engineers (202)429-9100

Central Pension Fund (202)/362-1000

City of Pittsburgh Engineers License (412)/255-2575

Marianne Oliver, Esq. & Brian Kadlubek, Esq. 412-391-9770

Theresa Jacoby AmeriServ (401K) 814-533-5149

National Institute for Uniform Licensing (NIULPI) (412)/276-4445

G.S.T. Company (Asbestos or Lead Abatement Training) (412)/772-7488

OSHA (412)/644-2903

National Labor Relations Board (412)/395-4400

Pennsylvania Unemployment Compensation 1-800-558-4728

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Attorneys on superlawyers.com

Kevin R. Lomupo

OUR PAST

By William T. Cagney

The craft of operating and maintaining engines and engine power assemblies is an ancient and honorable science, requiring a high degree of technical skill, training and judgment.

Since James Watt invented the steam engine in 1769, Faraday the electric generator in 1831, and Lenoir the gasoline motor in 1860, great strides have taken place in the development of electric, steam, internal combustion and pressure engines. Their source of power is derived from gas, steam, electricity, water pressure, air pressure, oil and a host of other power-producing elements. The craft of operating engines was born with these inventions and the science of operating and maintaining them has kept pace with technological advancements.

Early in the era of the development of engines and power assemblies which followed their invention, practically all types of power equipment were custom-made for the particular job no two were alike. Standardization of design was then unheard of and there was no such thing as interchangeable parts. It became necessary therefor, in the dawn of this craft, for the Operating Engineer to study his equipment, to operate it to the best of his ability, to learn its strength and weakness and when breakdowns occurred, to dismantle, reparl and re-assemble the entire assembly. These functions of the Operating Engineer to operate, repair, assemble, dismantle, maintain and transport his equipment were functions peculiar to his craft and are as old as the craft itself. The exercise of these functions by him was but the natural and logical development of duties and responsibilities by a person best fitted to perform the same from the standpoint of technical skill, practical knowledge, experience, responsibility and training. The early assumption of all these functions by the Operating Engineer and the efficient performance thereof on his part, from earliest times down through the years, presents an unbroken pattern of craft jurisdiction belonging exclusively to the International Union of Operating Engineers.

The craft of operating and maintaining engines and power assemblies as such had become an established vocation which had attained a well settled and accepted distinction, separate and apart from all other crafts in the world of labor. The artisans of this operating craft long recognized the common interest which held them together in their trade. The joint desire for standardization of practices, the establishment of uniform regulations, and the training of apprentices.

This common bond coupled with 80 hour work weeks, overtime and benefits dreams of the future and wages that can best be described as meager aused a small group of stationary engineers to form the National Union of Steam Engineers. All were from small local unions with the largest having 40 nembers, but these founders shared a common skill,

the ability to operate and maintain the deadly steam engines of the late 1800's.

Like other tradesmen of the era, the engineers were part of the Knights of Labor and at the 1st congress of the Federation of Organized Trades and Labor Union, in 1881, they demanded recognition as an independent trade and urged the passage of laws for the licensing for stationary engineers to protect life and property.



Prior to the American Federation of Labor Convention in Cincinnati, December 1896, these adisans formed the National Union of Steam Engineers and were granted a Charter by the AFL on December 7, 1986. A year later our Canadian Brothers joined this upstart organization and in May of 1897 we became the International Union of Steam Engineers. On March 9, 1902, President Robert Richardson filed the following petition:

We, the undersigned Engineers, not being under the ban of expulsion or suspension in any union subordinate to your body, hereby petition that you grant us a charter to establish a Local of Stationary Engineers Union to be located in the City of Pittsburgh State of Pennsylvania so that we may be better prepared to assist each other in maintaining the just and equitable rights and privileges of the individual craftsman, thereby creating and cementing the bonds of friendship and brotherhood that should exist between all men, and especially those of a distinctive craft.

If the prayer of our petition is heeded, we pledge ourselves to abide by and support the Constitution, Laws, rules and usages of the International Union of Steam Engineers.

The petition was granted on March 24, 1902 thereby beginning the proud tradition we know as Local 95.

Source: Excerpts taken from "The Purple Book"
A record of jurisdictional claims and decisions.



STATIONARY ENGINEERS' CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, airconditioning units and plants, air-conditioning equipment, precipilrons, fans, siphons, bridges (including turn-lable, jackknife and span-lift type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines; the supervision of all mechanical operation and any and all appurtenances connected with and used in power plant operation in all commercial and industrial activity, including railroads, utilities, hydro-electric and municipal power plants, and any and all power-driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, apartment hotels, and apartment houses, hospitals, department stores, laundries, metal and other junk yards and junk segregating plants, oil drilling, refining and producing plants (including control of pressure and temperature of gases, liquids and otherwise), and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillways; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industrial and manufacturing plants operating machines and engines and other appurtenances (irrespective of motive power).

The Executive Council of the American Federation of Labor directs that: "The International Union of Operating Engineers has jurisdiction over all repairs necessary to keep the machine in operation, on machines operated by members of the International Union of Operating Engineers on the site of the operation. If the repairs to the machine he is operating requires the services of others than members of the International Union of Operating Engineers such work comes within the jurisdiction of the International Association of Machinists."