



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Labor Relations Division, Central New York Region, Associated General Contractors of America, New York State Chapter, Inc. (Heavy - Highway) and International Union of Operating Engineers (IUOE), AFL-CIO, Local 545 (2001)**

K#: **8123**

Employer Name: **Labor Relations Division, Central New York Region, Associated General Contractors of America, New York State Chapter, Inc. (Heavy - Highway)**

Location: **Syracuse NY**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **545**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1500**

Effective Date: **04/01/01**

Expiration Date: **03/31/05**

Number of Pages: **34**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

4/1/2001-3/31/2005

2001-2005

K 8/23
1,500 workers

34 pp.

AGREEMENT

Between

LABOR RELATIONS DIVISION

CENTRAL NEW YORK REGION

ASSOCIATED GENERAL CONTRACTORS

OF AMERICA

NEW YORK STATE CHAPTER, INC.

(HEAVY-HIGHWAY)

And

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL UNION

NO. 545

AFFILIATED WITH THE AFL-CIO

LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
NEW YORK STATE CHAPTER, INC.

Theodore J. Czerw
Assistant Managing Director
1900 Western Avenue
Albany, New York 12203
Telephone: (518) 456-1134
Fax: (518) 456-1198
Email: ~~tjczern@agcnys.org~~

tjczern@agcnys.org

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 545

Bernie DeJoseph, Business Manager
Frank A. Ives, President
Dan Duerr, Business Agent
Gerry Beebe, Business Agent
Terry Hogle, Business Agent

Darryl Merriam, Organizer

127 East Glen Avenue
Syracuse, New York
13205

Telephone: (315) 492-1752
Fax: (315) 469-8931

7870

INDEX

| ARTICLE | PAGE |
|---|------|
| Articles of Agreement..... | 1 |
| I. Purpose and Principles..... | 1 |
| II. Territorial Jurisdiction..... | 2 |
| III. Union Security..... | 2 |
| IV. Grievance and Arbitration Procedures..... | 6 |
| V. Definition..... | 8 |
| VI. Hours of Work..... | 8 |
| VII. Paid Holidays and Sundays..... | 10 |
| VIII. Pay..... | 10 |
| IX. Master Mechanics, Maintenance Engineers, Field Shop Foremen..... | 11 |
| X. Oilers..... | 12 |
| XI. Termination, Discharge, and Mobility..... | 12 |
| XII. Election Day..... | 13 |
| XIII. Steward..... | 13 |
| XIV. Miscellaneous..... | 13 |
| XV. Operation of Well Points..... | 16 |
| XVI. Pile Driving and Sand Drains..... | 16 |
| XVII. Safety..... | 16 |
| XVIII. Jurisdictional Disputes..... | 17 |
| XIX. Duration..... | 17 |
| XX. Savings Clause..... | 17 |
| XXI. Fund Contributions..... | 17 |

| ARTICLE | PAGE |
|---|-------------|
| XXII. Subcontracting..... | 19 |
| XXIII. Apprentice Training..... | 20 |
| XXIV. Nondiscrimination in Employment..... | 21 |
| XXV. Status Quo on Certain Equipment..... | 21 |
| XXVI. Dues Deduction..... | 21 |
| XXVII. Joint Policy on Substance Abuse..... | 22 |
| XXVIII. Wage Rates and Classifications..... | 23 |
| XXIX. Complete Agreement..... | 28 |
| Individual Employer..... | 29 & 30 |

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into the 1st day of April, 2001, by and between the **LABOR RELATIONS DIVISION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC.** (hereinafter referred to as the "Association") acting for and on behalf of its present and future members, as party of the first part, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 545** (hereinafter referred to as the "Union"), as party of the second part, and shall continue in full force and effect through the 31st day of March, 2005, unless changed by mutual consent as provided hereinafter and thereafter as provided by Article XIX.

Any one of the individual parties comprising either the Parties of the First or Second Parts may, without joining with him the other Parties, make any claim, invoke any right or take any action proper to be taken hereunder in order to enforce any right given by this Agreement. It is intended that every right given to either Party under this Agreement shall be given individually to every one of the Individual Parties making up the Parties to this Agreement enforcing the same as though such party were named as the sole party to this Agreement.

ARTICLE I - PURPOSE AND PRINCIPLES

1. **THIS AGREEMENT** is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and unavoidable delays and the results through them to the Employer of costs and expense and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and wages herein agreed upon and by reason of this Agreement and the purpose and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further to establish and set up the necessary procedure for amicable adjustment of all disputes or questions that may arise between the Parties, or any of them, so that the foregoing purposes may be brought about and accomplished.

2. Both Parties to the Agreement believe that a Uniform Agreement, if adopted by the Unions and the Employers engaged in Heavy and Highway Construction would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following principles:

(a) That there should be no limitations to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

(b) That there shall be no restriction of the use of machinery, tools or appliances except as hereinafter modified by this Agreement.

(c) That no person shall have the right to interfere with the workmen during working hours.

(d) If any of the Parties of the First Part engage in any class of work not embodied in Heavy and/or Highway Construction as hereinafter defined, then this Agreement is of no force or effect on any such contract.

3. The Employer agrees that he will not discipline or discharge any employee who refuses to cross a bona fide labor union picket line. The right of an employee to exercise this privilege shall not be a violation of this Agreement and shall not subject the Employee to penalties.

4. The Association and the Union named herein are negotiating agents for their present and future members. For any breach of this Agreement, the liability of the members of the Association and the Local Union shall be several and not joint and the liability of the Association shall only be that of negotiating agent without liability for the acts of its respective members.

5. Sections 1, 2, 3, and 4 of this Article are an integral part of this Agreement and all parties to the Agreement agree to abide by and be bound by the language contained in said sections.

ARTICLE II - TERRITORIAL JURISDICTION

1. The Territorial Jurisdiction covered by this Agreement shall be the counties of: CAYUGA, CORTLAND, HERKIMER (west of a line north and south through the railroad station at Little Falls, NY), JEFFERSON, LEWIS, MADISON, ONEIDA, ONONDAGA, OSWEGO, ST. LAWRENCE, SENECA and TOMPKINS.

2. For the purposes of this contract the stated jurisdiction shall be unchanged for the term of this contract.

LOCAL NO. 545

| | |
|-------------------------|----------------------|
| Business Manager | 127 East Glen Avenue |
| Bernard DeJoseph | Syracuse, NY 13205 |
| | FAX: (315) 469-7870 |

President
Frank Ives

Business Representatives
Terry Hogle
Daniel Duerr
Gerald Beebe

Organizer
Darryl Merriam

ARTICLE III - UNION SECURITY

1. It is agreed that on the eighth (8th) day following the beginning of employment of a

workman or the effective date of this Agreement, whichever is later, membership in the Union shall be a condition of employment. The hiring of new workmen and the discharging of employees upon the request of the Union shall be in accord with the Labor Management Relations Act of 1947, as amended.

2. In hiring new employees, the Employer shall give the Local Union equal opportunity with all other sources to refer suitable applicants.

3. **HIRING HALL - LOCAL 545.** The Association and the Union do hereby agree that the following procedures shall be applicable with respect to the referral of employees in the geographical area of Local 545, to employers who have projects within this area.

(a) These procedures apply to the manning of a job or project (1) at its inception, (2) with respect to new hires, and (3) for replacement of employees. When a job or project extends into additional season(s), employees that have been employed on the project shall be subject to recall on the request of the Employer.

(b) **EMPLOYEE** means a person working for a contractor in the performance of work within the classifications historically and traditionally recognized, provided for, and covered by the Agreement of which these procedures are a part.

(c) In notifying the Union of their need for workers, the Employers shall specify to the Union (1) the number of workers required, (2) the location of the project, and (3) the nature and type of work involved, (4) the work to be performed, and (5) such information as is deemed essential by the Employer and the Union in order to enable the Union to make proper referral of applicants.

(d) Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The procedures are specifically covered by the content of Article III of the Collective Bargaining Agreement.

(e) An employer shall have the right to examine the current referral list. When a referral has been sent to the job site, the Employer reserves the right to accept or reject any worker sent by the dispatcher. Further, the Employer has the right to replace any employees who have been accepted but subsequently prove unsatisfactory within their first six (6) actual days of work. After the first said six (6) days, the Employer shall have the right to discharge for just cause any such employee subject to the grievance procedure in the Collective Bargaining Agreement.

(f) Employer shall give at least sixteen (16) hours notice of his need for workers, except for emergency.

(g) The Dispatcher shall maintain a list of unemployed persons available for employment.

(h) Registration and referral of applicants shall be in accordance with the following plan:

The Union shall register all applicants for employment on the basis of the groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

(i) All applicants registering on the referral list or employed as a result of referral shall be charged a minimum fee in an amount equal to the regular membership monthly dues in effect per month to defray the expenses and costs for the administration and operation of this referral system. It is, however, recognized that all applicants who are members of the Union by payment of their dues contribute by such payment to the cost of the operation and administration of this system and, therefore, no registration fee shall be charged to any member of the Union having paid his current dues.

(j) GROUP "A"

All applicants who have worked as an employee within the geographical jurisdiction of Local No. 545 for:

5,000 hours in past twelve (12) years or
2,400 hours in any three (3) of past five (5) years or
800 hours in past year.

GROUP "B"

All applicants who have worked as an employee within the geographical jurisdiction of Local No. 545 for:

2,500 hours in past twelve (12) years or
1,200 hours in any three (3) of past five (5) years or
400 hours in past year.

GROUP "C"

All others.

(k) The Dispatcher shall maintain each of the separate group lists set forth above which shall list the applicants within each group in the order they register as available for employment. Past employment is to be computed from the date of registration.

(l) The Dispatcher shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B" and then Group "C". Any applicant who is rejected by an employer shall be returned to his appropriate place within his group and shall be referred to another employer in accordance with the position of his group and his place within his group. Upon a registrant being referred for employment and actually employed on a job more than eleven (11) consecutive working days such registrant's name shall be removed from the list until such time as his employment has been terminated, at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered. If a registrant upon

being referred in regular order refuses to accept two (2) referrals, such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.

(m) Registration of applicants for referral shall be held not less than once each week during customary office hours. Registration thereof shall be given to all interested parties by posting in the Union office and in other conspicuous locations not less than forty-eight (48) hours before any registration period.

(n) If the registration list is exhausted and the Dispatcher is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Dispatcher promptly of the names and social security numbers of such employees.

(o) The Dispatcher will use his or her best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Employer but assumes no obligation or responsibility for failure to locate such applicant.

(p) The order of referral set forth above shall be followed except:

(1) Workmen in Group "A" or holding special certifications or qualifications may be requested by name, providing he or she has worked for that contractor within the last twenty-four (24) months, such request to be in writing within forty-eight (48) hours and request will be honored. Workmen may refuse job and keep place on list.

(2) That these procedures do not amend or modify the intent and purpose of Sections 1 and 2 of Article IX.

(q) The Dispatcher shall require all job applicants who have not previously registered to submit a proven resume of experience and qualifications in order to determine their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.

(r) In the event any job applicant is aggrieved (1) with his failure to qualify for registration, or (2) with his group classification, or (3) with his order of referral, or (4) by action of the Employer in connection with hiring, he may within five (5) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the Registration and Referral office a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of two Employer Representatives and two Union Representatives shall consider the grievance within five (5) days and render a decision at that time which shall be final and binding on all parties. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this system and its decisions shall be in accord with the system. A pool of Employer and Union members will be available to serve on the Tribunal.

(s) In the event that an Appellate Tribunal is deadlocked and no decision is reached, the grievance shall be presented within two (2) weeks to the Superior Appellate Tribunal consisting

of five (5) Employer Representatives and five (5) Union Representatives for a decision at that time. If any grievance or dispute cannot be satisfactorily settled by a majority decision of the Superior Appellate Tribunal, then the grievance shall be submitted to the New York State Board of Mediation for final and binding decision.

(t) Applicants agree and understand that they must exhaust remedy under grievance procedure set forth above before applying for relief from outside agency or State or Federal Court.

(u) The Employer and the Union shall post in appropriate places where notices to employees and applicants are customarily posted, all provisions relating to the hiring agreement set forth in this Agreement.

(v) This Local Union's territorial jurisdiction as set forth in the Collective Bargaining Agreement shall be considered as that local union's normal construction labor market. However, within said territorial jurisdiction or normal construction labor market the parties hereto recognize the present existing areas of work based upon the practice of utilizing employees as near as possible for work in their home residential areas whenever possible. Applicants may register at more than one district office (current paid up receipt from one office will be sufficient proof). Applicant going to work from one district must call other district offices where he is registered so that his name may be removed from the lists. Failure to notify other district office, applicant will be subject to a \$10 fine after forty-eight (48) hours. Said representatives shall notify the field office, if possible, of his presence on the job site.

4. Authorized representatives of the Union shall be allowed to visit jobs during working hours to interview Employer and Employees, but in no way shall interfere with or hinder progress of the work. Said representatives shall notify the field office, if possible, of their presence on the job.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURES

1. During the term of this Agreement, neither Party shall order or permit any lockout, strike or other work stoppage or slowdown. Further, the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members.

2. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth.

Step 1. All grievances must be made known in writing to the other party within seven (7) working days after the reason for such grievance has occurred. An authorized representative of the Union shall first submit a written grievance to the Job Superintendent, or his duly authorized representative. The authorized representative of the Union of the Employee or Employees involved shall be present at any meeting between the Job Superintendent and such employee or employees. The Job Superintendent or his duly authorized representative must make a written disposition of the matter within forty-eight (48) hours after the submission of such written grievance thereto.

Step 2. If the disposition of the matter by the Job Superintendent or his duly

authorized representative is not satisfactory, the matter must be taken up by the Business Agent, and representative of the Employer with authority to act within forty-eight (48) hours of the written disposition set forth in Step 1.

Step 3. If the disposition of the matter in Step 2 is not satisfactory, the Business Manager shall attempt to resolve the matter with the Assistant Managing Director, AGC, within forty-eight (48) hours after Step 2.

3. Arbitration: If Step 3 is not successful, the grievant (Union/Employer) shall request a list of seven (7) arbitrators from any one of the following sources: (1) the panel arbitrators of the New York Board of Mediation; (2) the Federal Mediation and Conciliation Service or (3) the labor panel of the American Arbitration Association for final and binding decision. Such request shall be no later than seventy-two (72) hours after Step 3. Both parties agree to submit to such arbitration and be bound by and follow the decision rendered. Failure to do so shall deem the grievance as closed. The arbitrator shall be selected by alternately eliminating names from the seven (7) person list until one remains, the grievant or his representative shall strike the first name.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto or to add new provisions of this Agreement or any amendment or supplement thereto. If the arbitrator should determine that the grievance is not covered by this Agreement, he shall return the grievance to the parties without decision and the grievance shall be closed. In such a case, the costs, if any, shall be borne by the grievant.

4. Violations concerning wages, hours, and all fringe benefit payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days notice to the Employer that the Union will withdraw its men from the Employer's service. If the Employer contends there is a question of fact regarding the alleged violation, he may file for arbitration within the aforesaid three (3) working days. When a request for arbitration has been initiated, there shall be no work stoppage pending resolution of the dispute pursuant to this Article. Work jurisdiction, that is, disputes with respect to whether one group of employees or another group of employees shall perform certain work on the project is expressly not arbitrable under this contract.

5. The costs of arbitration, which shall include the fees and expenses of the arbitrator shall be borne by the Company in case its principal contention is rejected by the arbitrator, and by the Union in case its principal contention is rejected by the arbitrator, except, however, that each party shall pay the fees of its own representatives and witnesses. Any dispute as to whose principal contention is rejected shall be determined by the arbitrator. In the case that both parties' principal contention is upheld in part, the arbitrator shall designate what part of the costs are to be borne by which party according to the relative merits of each party's position.

ARTICLE V - DEFINITION

1. This Agreement shall apply to all Heavy and Highway Construction which terms are defined as being all work performed outside of a building (excepting heavy and highway work as herein defined which has been awarded as a subcontract of a building contract which work is the subject of a building construction Collective Bargaining Agreement containing a subcontracting clause), including but not limited to: Hydroelectric projects, sewage treatment projects, lift and pumping stations for the movement of treatment of sewage, water pollution control treatment plants, water supply, drainage sanitation, reclamation, irrigation and flood control projects; dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges and similar structures; pile driving, abutments, retaining walls, power plants, transmission lines, duct lines, pipe lines, sewers, water mains, industrial sites, school sites, and athletic fields (but excluding cement manufacturing plants and appurtenant work and excepting nuclear power plants, and appurtenant work) including the installation, operating, maintenance and disassembly of construction equipment and plants used in connection with and servicing the aforementioned work, excepting repairs of such nature that they cannot be made by the Employees.

2. Off-site gravel or material pits, the material from which is to be used for a particular project covered by this Agreement shall be operated under the terms of this Agreement when the pit is owned, leased, operated by or under the control of the Prime Contractor or another corporation or company of which the majority ownership is held by the Prime Contractor or its majority owner or owners.

ARTICLE VI - HOURS OF WORK

1. Eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a week's work, Monday through Saturday.

2. Normal workday shall consist of eight (8) hours with one-half (1/2) hour for lunch. The starting time shall be set by the Contractor except that starting time shall not be changed from day to day.

3. On operations requiring two (2) shifts, the shift shall be at least eight (8) hours each and scheduled of equal duration. It is understood that there is no guarantee, that on a given day, one shift might not vary due to weather, equipment breakdown or changes in operation schedules.

4. (a) On three (3) shift operations, the first, or day shift, shall be of eight (8) hours duration; the second shift shall be of seven and one-half (7-1/2) hours duration, and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay.

(b) On three shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shift.

5. (a) On multiple shift work, the work week shall start not earlier than 5:00 a.m. The Contractor shall set the starting time.

(b) Special cases of starting time may be set by mutual consent.

(c) All time worked in excess of the normal shift shall be considered overtime.

6. There shall be a twenty-four (24) hour guarantee, Monday through Saturday. If an employee is called out to work, he is guaranteed twenty-four (24) hours or the number of eight (8) hour days remaining between the day of hiring and Friday, whichever is less. The guarantee may be terminated by layoff prior to completion of the twenty-four (24) hour guarantee. In such case, the employee shall receive at least eight (8) hours pay for each day, from the date of hire until the date of shutdown or layoff. Any employee who reports for work at the regularly appointed starting time, unless he has been notified the previous day that his services will not be required, shall be entitled to show-up time of two (2) hours at straight time. The employee shall remain on the job for the two (2) hour period unless otherwise directed by the Employer. Two (2) hour show-up time shall apply toward the twenty-four (24) hour guarantee. For example, if an employee is called out to work on Tuesday and laid off on Thursday, he shall receive at least eight (8) hours pay for Tuesday, at least eight (8) hours pay for Wednesday, and at least two (2) hours pay for Thursday. If an employee is called out to work on Saturday, the provisions of Section 8 shall apply.

7. One and one-half (1 1/2) times the rates set forth in this Agreement shall be paid for all work in excess of eight (8) hours per day and in excess of forty (40) hours per week. All engineers, maintenance engineers, firemen, and oilers shall be guaranteed twenty-four (24) hours' pay in a week, Monday through Saturday. Premium pay in excess of the actual hourly rate of pay shall not apply towards the twenty-four (24) hour guarantee. Time lost Monday through Friday due to conditions beyond the Contractor's control may be made up on Saturday at time and one-half. If an employee is called out to work on Saturday, the provisions of Section 8 shall apply.

A paid holiday not worked may not be used as a basis for make-up time, since the time is not lost through conditions beyond the Contractor's control. When an employee is terminated or a job closes down, an employee shall receive a minimum of two (2) hours or actual hours worked, whichever is greater for the day of shutdown. All work performed on Saturday shall be paid at the rate of time and one-half. If a man takes off on his own business, his guaranteed work week will be reduced by the number of hours or days off.

8. (a) If an employee is ordered out on Saturday and his services are not used, he shall be entitled to show-up time of two (2) hours at time and one-half. Such employee shall remain on the job for the two (2) hour period unless otherwise directed by the Employer.

(b) If such employee reports on the job and does start to work on a Saturday, he shall receive four (4) hours pay at time and one-half.

(c) If such employee works in excess of four (4) hours on a Saturday, he shall receive pay for actual hours worked that day at time and one-half.

(d) Show-up time/standby time - actual hours worked shall apply toward the guarantee.

9. FLEXTIME. With respect to any project that is 100 percent (100%) Federally funded, awarded by a Federal Agency, the payment of overtime after eight (8) hours will not apply. Overtime will only be required to be paid after forty (40) hours.

10. SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional \$2.00 per hour. Section 10 will be effective for work bid on or after July 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

11. Four (4) consecutive ten (10) hour days may be worked at straight time Monday through Thursday, unless prohibited by law. All hours worked in excess of the above noted 10 hours as well as Friday and Saturday shall be paid at time and one-half (1½).

ARTICLE VII - PAID HOLIDAYS AND SUNDAYS

1. (a) Paid holidays to be observed are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, irrespective of the day of the week on which the holiday may fall. If the holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

(b) If the holiday falls on a Saturday, it will be celebrated on Saturday. Employees who work on a Saturday holiday shall be paid double time plus the holiday pay.

(c) When a holiday falls on a Saturday, the Employer has the option to either work Friday and pay Saturday as the holiday, or, not work Friday and pay the day in lieu of the holiday.

2. (a) Any employee laid off within the week in which a holiday falls shall receive holiday pay, provided the holiday occurs after the date of hire.

(b) Holiday pay shall be paid at the Employee's regular classification.

3. A man must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.

4. If a man is ordered out and reports for work on a holiday, set forth in Section 1 above, and does not start, then he shall be paid a minimum of four (4) hours straight time in addition to the straight time given for said paid holiday. If he starts work on a paid holiday, he shall be paid a minimum of eight (8) hours pay at double time plus the holiday pay.

5. If an engineer, maintenance engineer, or oiler is ordered out to work on a Sunday and reports on the job but his services are not used, he shall receive a minimum of four (4) hours pay at straight time. If he reports on the job and does start to work, he shall be paid a minimum of four (4) hours pay at double time or actual hours worked whichever is greater.

ARTICLE VIII - PAY

1. All wages under this Agreement shall be payable on the job every week. Not more than

six (6) days pay shall be held back. Checks, pay stubs and pay envelopes shall show all information required by law, and shall show the Employer's name. Employees will be provided with the Employer's address and telephone number.

2. If, for any reason, the Employer terminates the services of any employee working under this Agreement, he shall be paid in full at the time of termination. However, an employee may be paid by check mailed within twenty-four (24) hours or the next business day.

3. If the Employee leaves his job, he shall not be entitled to receive his pay for such week until the regular pay day for such work week, and he shall not be entitled to any additional pay for returning to the job in order to collect such pay.

4. Engineers and/or oilers, firemen or maintenance men shall not be laid off on a pay day for any reason, until they have received their pay.

ARTICLE IX - MASTER MECHANICS, MAINTENANCE ENGINEERS, FIELD SHOP FOREMEN

1. For each Employer that employs ten (10) or more engineers (excluding oilers) on any one shift or one project, a Master Mechanic, competent for the work shall be employed to be responsible under the direction of the Employer for the routine performance of the work of operators, oilers, maintenance and repairs. The Master Mechanic will operate equipment at the discretion of the Employer until such time as the fourteenth (14th) engineer (excluding oilers) is employed. The Master Mechanic shall be selected by the Employer from among qualified applicants supplied by the local union having jurisdiction of the project unless otherwise mutually agreed upon.

2. On jobs where no mechanics are employed, the repair work will be done by the man or men assigned to the machine(s), provided they are qualified to do the repair work.

3. On jobs where a Master Mechanic is employed, repair work during the shift may be done by the crew under the general supervision of the Master Mechanic, provided they are qualified to do repair work.

4. Maintenance Engineers shall be employed to do all pipe fitting in connection with hoisting and portable equipment. Maintenance Engineers shall also supervise and install well-point systems, shall be employed to do all maintenance burning and welding, preparing and maintaining of all equipment, including vibrators and tampers, tire repair, all gasoline, diesel or electric pumps, arrow boards, and all such other work as by custom, has been performed by workmen under the supervision of the Master Mechanic.

5. When a lubrication rig is used on a job, one man shall be designated maintenance lubrication engineer and he shall be responsible for greasing and other similar service work for all designated machines. Such engineer may be assigned other duties if the lubrication rig is not a full time job. The operators and oilers on the job may be directed to lubricate their own machines as part of their regular duties.

6. It shall be within the Employer's discretion to hire a Field Shop Foreman and/or

Assistant Master Mechanic where he deems it necessary. Where a Field Shop Foreman and/or an Assistant Master Mechanic is employed, his rate shall be twenty-five cents (\$.25) per hour over Classification A.

7. Ownership of transportation shall not be a condition of employment. In the event an employer rents transportation from an employee covered by this Agreement, the terms of the rental shall be evidenced by a written memorandum, a copy of which will be furnished the Union upon request.

ARTICLE X - OILERS

1. Oilers shall be employed on all gasoline, oil, electric, air or steam operated shovels, cranes, draglines, backhoes, dredges, derrick boats, pavers (excluding stationary setup), trenching machines, pile drivers, Euclid loaders, quarry master (or its equivalent), gradalls, excavator-all-purpose-hydraulically operated, hydro-cranes and shall drive truck cranes. Their duties shall be to assist the engineer in oiling, greasing, and preparing all machines, giving signals when necessary and chaining of buckets and scale boxes. No oiler is required on any hydraulic backhoe, four (4) cubic yards and under; rubber tired, all terrain, self-propelled hydraulic crane, one seat operation, ninety (90) tons and under, manufacturer rating; remote controlled gradall. If the Employer determines that a second man is needed, he shall be an oiler. If a second employee is required by the Employer on an auger and/or post driver, he shall be an oiler. When one (1) man operates said machine; he shall be an engineer. No oiler required on a crane fifty-five (55) tons and under. No oiler required on any crane under 100 tons, stationary set-up. A second operator shall be used for set-up and relocation. An oiler must have appropriate drivers license for truck cranes. If a second man has to be called out, he is guaranteed eight (8) hours for the day.

On intermittent pumping, compressor, welding machines, generators, dust collectors and similar equipment operations, the Oiler on the rig shall be used to cover this type of work.

Intermittent operations is defined as operations to be conducted at temporary locations and not exceeding in time fifty percent (50%) of the work shift. In the alternative, a Maintenance Engineer from the work force on the project shall be used to cover this type of work at the Class A rate.

2. Where helpers are required on the grease rig, they shall be Oilers.

3. Oilers and maintenance greasemen shall service the machines during the regular lunch period. They shall take their lunch period either before or after the regular lunch period, if so directed by the Employer.

4. The Oiler must have his assigned rig running at the shift starting time. The absence of the assigned oiler shall not prevent the operator from operating, when the absence of the oiler is beyond the Contractor's control.

ARTICLE XI - TERMINATION, DISCHARGE & MOBILITY

1. After consultation with the Master Mechanic, the Employer is to be the judge as to the

satisfactory performance of work but no employee may be discharged for defending the rights of any employee under the terms of this Agreement, or without just cause.

2. Upon completion of his work, the Master Mechanic may be moved by the Employer from one project to another within the local union's jurisdiction. It is further agreed that upon completion of their work any employees covered by the terms of this Agreement may be moved by the Employer from one project to another within the local union's jurisdiction.

3. Key Engineers may be moved from one local union's area to another after consultation between the Employer and Union Representative in charge as to what key men are necessary.

4. No employee shall leave an uncompleted contract to accept employment with another employer unless agreeable to both employers and union.

ARTICLE XII - ELECTION DAY

All employees of the Employer shall be allowed time to vote on Election Day as required by law.

ARTICLE XIII - STEWARD

The Union shall appoint the Steward and they shall notify the Employer of their selection. The Steward shall not be laid off or discharged without the consent of the Union. He shall be given sufficient time to perform the duties assigned to him by the Union. In case of injury to employee(s) covered by this Agreement, the Steward shall be notified as soon as possible.

ARTICLE XIV - MISCELLANEOUS

1. There shall be unlimited changes on all machines. In the event of a change, the operator shall receive the rate of the higher machine on the basis of four (4) hours or actual hours worked, whichever is greater.

2. (a) Electric pumps need not be manned. In the event that the Employer desires to man electric pumps, an engineer shall be assigned.

(b) Submersible electric pumps when used in lieu of well points.

1. On the regular workday shift Monday through Saturday, the pump operator can man other equipment in addition to the well point system.

2. On Mondays through Fridays, one (1) shift of eight (8) hours will be required to man the system between close of work one day and start of work the following day.

3. On Saturdays, one (1) man for one (1) shift of eight (8) hours at one and one-half times the regular rate.

4. On Sundays, one (1) man for one (1) shift of eight (8) hours at two times the regular rate.

3. The maintenance and repair of pumps shall be the work of the Union.

4. Prior to commencement of work, employees covered by this Agreement will be covered by Unemployment, D.B.L. and Workmen's Compensation Insurance. Upon demand, satisfactory evidence of such coverage will be furnished the Union.

5. The Employer shall obtain and keep in force public liability insurance for property damage and bodily injury in sufficient amounts as to provide protection or coverage for third party actions arising out of accidents occurring within the scope of the employment of his employees. Upon receipt of a summons and/or complaint involving a third party action arising out of an accident which occurred within the scope of an employee's employment, the Employer shall provide the Employee with a defense to such litigation and pay the cost thereof.

6. The Employer agrees that as soon as a contract for a job has been awarded or within a reasonable time thereafter, but prior to the starting of any job, he will notify the Union of such job award, make arrangements and hold a pre-job conference with the Union. This clause shall apply to every job or project undertaken by the Employer.

7. Cleaning of tracks shall be done by the operator or oiler on his equipment; if such persons do not clean them, then the Employer shall assign such work to such other persons as he may elect.

8. (a) Equipment covered by this contract being moved from one local union's jurisdiction to that of another under its own power, shall be moved by employees from the area where the equipment had been working. Rented equipment moved by the Employer shall be covered by this clause.

(b) Reasonable expenses for meals, lodging and other actual necessary charges shall be reimbursed to such employees upon furnishing receipts to the Employer.

9. An automated central mix concrete plant using an outside utility power source shall be manned by a Class A operator on the plant, and a Class C operator on the cement storage (2 operators). An automated central mix concrete plant using a generator as its power source shall be manned by a Class A operator on the plant, a Class C operator on the generator, and a Class C operator on cement storage (3 operators).

10. An Operating Engineer or mechanic on a project may be agreed upon between the Employer and the Union to operate up to and including two (2) pieces of "hands off" equipment, i.e., heaters, compressors, pumps, welding machines, etc., in addition to his regular duties.

(a) If these two (2) pieces happen to both be compressors, the combined output shall not exceed 1501 C.F.M. manufacturer's rating.

(b) If these two (2) pieces happen to both be pumps, the combined output shall not exceed twelve (12) inches.

(c) If these two (2) pieces happen to be generators, the combined rating shall not exceed 10,000 watts.

(d) If these two (2) pieces happen to be heaters, the combined rating shall not exceed 800,000 B.T.U.

(e) Should three (3) pieces of the above described equipment be employed on one project, an engineer shall be employed to operate all three (3) pieces up to a maximum of four (4) as outlined in Article XXVIII - Wage Rates and Classifications, Classifications B and C of the present agreement.

(f) Should a fifth (5th) piece of "hands off" equipment be utilized, then a second engineer shall be employed to operate machines #5 through #8.

(g) On projects where there is no operator, a compressor 250 CFM and under need not be manned.

11. **WORK AT HAZARDOUS WASTE SITE.** When an employee covered by this agreement performs hazardous waste removal work on a state and/or federally designated waste site or at a private work site and where relevant state and/or federal, owner and/or employer regulations require employees to be furnished, and those employees use or wear required forms of personal protection, including any type of respiratory equipment in the A, B or C classifications for such respiratory equipment, said employee shall receive his regular hourly rate plus \$3.00 per hour premium. Paper dust masks are excluded from coverage by this section.

12. **HYDRODEMOLITION EQUIPMENT.** Used for scarifying horizontal structural concrete, i.e., bridge decks. Self-contained hydrodemolition equipment will be manned with one (1) Class A operator. Additional auxiliary equipment will be manned as per current agreement.

13. The parties to this agreement mutually agree to develop and implement procedures for pre-employment drug testing; to develop and implement procedures for OSHA certification of all employees; to establish a task force on the formation of a labor-management cooperation trust based on the points included in a separate memorandum of agreement dated April 2, 1998; and to develop and implement procedures for workers' compensation alternative dispute resolution.

14. It is mutually understood and agreed by the Union and Employers signatory to this Agreement, that in the event any Project Labor Agreements are effected within the jurisdictional area of this Agreement during its term, then those Employers who are signatory to this Agreement and who perform work under any such Project Labor Agreement shall be allowed to do so under the terms and conditions of whichever Agreement is more favorable.

15. **Environmental Decommissioning and Decontamination.** Process equipment used in this work under this agreement such as incinerator, filter presses, pump and treat systems or other equipment not in the classifications, shall be classified at a pre-job meeting between the Employer and Union.

ARTICLE XV - OPERATION OF WELL POINTS

Where well point system and well systems are required, the maintenance, installation, operation and running of such shall be as follows: Over one (1) well point system, an operator will be assigned to second system and will cover both systems.

(a) During the regular workday shift Monday through Saturday, an existing engineer on the job shall maintain one (1) system in addition to his regular duties.

(b) Monday through Fridays; one (1) shift of eight (8) hours will be required to man the system between the close of one day and the start of work the following day.

(c) On Saturdays, one man for one (1) shift of eight (8) hours at one and one-half (1-1/2) times the regular rate.

(d) On Sundays, one man for one (1) shift of eight (8) hours at two (2) times the regular rate.

ARTICLE XVI - PILE DRIVING AND SAND DRAINS

1. An operating engineer will assemble the crane and maintain the crane, compressor, boiler, or electric or hydraulic power system (for electric or hydraulic extractor or hammer). Pile driver crew to be two (2) operators at Class A rate, who shall cover any combination and any number of pieces of equipment, including air compressors, welding machines, pumps, power packs for vibratory hammers, and any other typically hands off equipment relating to pile driving operations only.

2. An operating engineer will repair diesel hammer when out of leads and unhooked from cables.

3. An operating engineer will replace load cables and run through leads.

4. Tower cranes will be manned by two (2) Class A operators who will receive one (\$1.00) dollar per hour over the Class A rate. Tower cranes to include stationary, rail mounted, truck or carrier mounted and crawler mounted, hydraulic or friction. For any mode of power, crew to be assigned to crane upon start of erection and will be employed until crane is dismantled and shipped off job. Maintenance Engineer (Mechanic) will be employed to assist assembly, jacking of crane and disassembly.

ARTICLE XVII - SAFETY

The Union and Employees agree that willful neglect and failure by an employee to obey company safety rules and regulations or to obey safety rules, standards, and regulations prescribed pursuant to the Occupational Safety and Health Act (OSHA) or other governmental regulation or legislation or to use properly such safety devices or equipment as provided by the company shall be just cause for immediate discharge upon first offense. A copy of the company safety program shall be furnished each employee at time of employment.

ARTICLE XVIII - JURISDICTIONAL DISPUTES

1. The parties hereto mutually agree that if the Employer receives written notification from two (2) or more Unions contesting a work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure.

(a) Contesting Unions and the Employer shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

(b) The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

(c) The parties to this Agreement will refer said dispute to their International Union and National AGC. If they are unable to resolve said dispute within five (5) days (Saturday, Sunday and Holidays excluded) then;

(d) The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the Courts. No legal action may be initiated before such internal remedies are exhausted.

2. Neither party shall order or permit any lockout, strike, or other work stoppage or slowdown. Further, the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members with respect to a jurisdictional dispute.

ARTICLE XIX - DURATION

This Agreement shall remain in full force and effect from April 1, 2001 to March 31, 2005. It shall be renewed from year to year unless either party serves written notice that it desires to modify or terminate the Agreement at least sixty (60) days prior to March 31, 2005, or sixty (60) days prior to March 31 of any year thereafter.

ARTICLE XX - SAVINGS CLAUSE

In the event that any State or Federal Statute or Law shall supersede or invalidate any clauses in this Agreement, such Statute or Law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

ARTICLE XXI - FUND CONTRIBUTIONS

1. (a) The Employer agrees to contribute to the following funds in the proper amount hereinafter set forth in Article XXVIII for each actual hour paid:

1. Engineer's Joint Training Fund
2. Engineer's Joint Welfare Fund

3. Engineer's Joint Pension Fund

Such contributions are to be remitted to the proper above mentioned Funds, all of which are located at 101 Intrepid Lane, P.O. Box 100 - Colvin Station, Syracuse, New York, 13205, in the mode and manner as determined by the Board of Trustees of each respective fund, pursuant to the terms of Agreements and Declarations of Trusts between the Labor Relations Division, Associated General Contractors of America, New York State Chapter, Inc., and Local Unions 17, 106, 463, 545, and 832 of the International Union of Operating Engineers.

(b) It is further agreed that the Employers signatory hereto agree to contribute to the Engineer's Central Pension Fund the proper amounts hereinafter set forth in Article XXVIII for each actual hour paid.

(c) The parties hereby agree to the establishment and operation of an Excess Benefit Plan to provide supplemental retirement benefits more fully described in the Excess Benefit Plan. On a monthly basis, the Engineers Joint Pension Fund Board of Trustees will deduct from the employer contributions received by the Engineers Joint Pension Fund pursuant to section 1 (a), the amount necessary to pay Excess Plan benefits, taxes and administrative expenses for the applicable month and remit that amount to the Excess Benefit Fund. All amounts remaining after the contributions are remitted to the Excess Benefit Plan will be paid by the Engineers Joint Pension Fund Board of Trustees to the Engineers Joint Pension Fund.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any employer who becomes delinquent in the payment of contributions due to the Funds after notice has been served upon such delinquent employer and the Association, the Employer shall be liable for not only the amount of contributions due, but in addition thereto, any such employer agrees to pay interest, costs and fees of collection, legal fees not in excess of twenty percent (20%) of the amount of said delinquency and the costs of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any employer to make timely and proper contributions and remittances to the Funds shall not relieve any other employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provision contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent employer, to declare this Agreement breached and at the option of the Union said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent employer. In the event that the Unions exercise such option under this section, such delinquent employer agrees to pay as liquidated damages, each of said employer's employees in the collective bargaining unit of the Unions, their regular rate of pay for all time lost from work as a result of the Employer's delinquency to the above listed Funds.

4. The parties hereto recognize that the Unions, the Funds, and/or any affiliated Fund may make contributions to the respective Funds for and on behalf of their employees. Such contribution shall be in the same amount and payable in the same manner as are made by other contributing employers.

5. The parties agree that effective July 1, 1994 and hourly contribution shall be allocated into a Personal Account Plan administered by the Trustees of the Engineers Joint Welfare Fund.

6. The Engineers Joint Welfare Fund, Engineers Joint Pension Fund, the Engineers Joint Training, Retraining, Skill Improvement, Safety Education and Apprenticeship Fund, Engineers Central Pension Fund and the Engineers Joint Pension Fund Excess Benefit Plan (jointly referred to as "Funds") shall be administered pursuant to provisions of Agreements and Declarations of Trust of the respective Funds, the Collection Policy, the Mistaken Contribution Policy, and the Withdrawal Liability Policy (jointly referred to as "Policies") established by the various Funds' Trustees, and shall be in compliance with the requirements of State and Federal laws governing and regulating such trusts. Such Agreements and Declarations of Trust and Policies, together with any amendments to the Trusts and Policies, are hereby incorporated herein by reference as if fully set forth herein.

7. The parties to this Collective Bargaining Agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions of said Agreements and Declarations of Trust of the Funds, the Collection Policy, the Withdrawal Liability Policy, and the Mistaken Contribution Policy, as if said Agreements and Declarations of Trust and the Policies were fully set forth herein and made a part hereof.

8. In the areas of the operation and administration of the Funds and any other areas of responsibility or authority delegated to or reserved to the Funds' Trustees under the Employee Retirement Income Security Act of 1974 ("ERISA"), including, but not limited to, collection of delinquencies, return of contributions, and the rights and remedies of the Funds when collecting delinquencies, if the terms of this Agreement conflict with the Agreements and Declarations of Trust of the Funds and/or the Policies, the terms and provisions of the Agreements and Declarations of Trust and the Policies will govern and supersede any inconsistent provision of this Agreement.

ARTICLE XXII - SUBCONTRACTING

1. It is agreed by and between the parties hereto, that if the Association, parties hereto, subcontract jobsite work falling within the terms of this contract, provisions shall be made in each subcontract for the compliance by said subcontractor with terms, conditions of employment, wage supplements and wage rates not less than those contained herein. It is further agreed that prior to the subcontractor starting work, said subcontractor shall be in contractual relations with the Union and will meet with the Union for a pre-job conference if requested. The intent of the foregoing clause is to bind the subcontractor to the same contract that the Union has with the general contractor in its entirety, i.e., manning provisions, rates, fringes, etc. It further and specifically means that Operating Engineers will operate all equipment as defined in this Agreement, used by the subcontractor. It is fully intended to protect Contractors and the Operating Engineers that they employ.

2. A subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees, under contract, with the general contractor or his subcontractor to perform on the jobsite any part or portion of the work covered by this Agreement, including the operating of equipment, performance of labor and installation of materials.

3. Notwithstanding anything contained in this Article, the provisions hereof shall not be applicable to a serviceman of a secondary employer on the jobsite for the purpose of performing

work on any new construction equipment which is covered by a warranty only for a reasonable period of time with respect to the warranty as to such equipment.

4. An owner-operator renting his machine to a contractor, shall be on said contractor's payroll as an employee and shall be governed by the terms and conditions of this Agreement. Separate checks shall be paid to the owner-operator for wages and leasing of such equipment.

5. It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public works contracts and that certain exceptions to the subcontracting clause may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this union.

ARTICLE XXIII - APPRENTICE TRAINING

1. It is the mutual intention of the parties that the Fund referred to in Article XXI of the current Collective Bargaining Agreement includes, encompasses and specifically provides for the conduct of an Apprentice Training Program.

2. The number of apprentices per project shall be determined at the pre-job meeting. Only one (1) apprentice (a) as described in Section 3 per project. The Union will be in compliance with D.O.T. specifications and D.O.L. regulations at all times. Apprenticeship recruitment and enrollment will be open during the term of this Agreement.

3. The following schedules of wages shall be applicable to apprentices:

- (a) 0-1,000 hours - 60% of the A rate, plus full amount of the applicable fringe benefits.
- (b) 1,001-2,000 hours - 65% of the A rate, plus full amount of applicable fringe benefits.
- (c) 2,001-3,000 hours - 75% of the A rate, plus full amount of the applicable fringe benefits.
- (d) 3,001-4,100 hours - 85% of the A rate, plus full amount of the applicable fringe benefits.

4. The following schedule of wages shall be applicable to apprentices indentured after April 1, 1998.

a) 0-1000 hours - 60 % of the A rate plus full amount of welfare and training contributions plus personal account plan (pap) at \$.40 per hour.

b) 1001-2000 hours - 65% of the A rate plus full amount of welfare and training contributions plus pension at \$.60 per hour, central pension fund (cpf) at \$.60 per hour and personal account plan (pap) at \$ 1.00 per hour.

c) 2001-3000 hours - 75% of the A rate plus full amount of welfare and training contributions plus pension at \$.70 per hour, cpf at \$.70 per hour and pap at \$ 1.10 per hour.

d) 3001-4100 hours - 85% of the A rate plus full amount of welfare and training contributions plus pension at \$.85 per hour, cpf at \$.85 per hour and pap at \$ 1.25 per hour.

ARTICLE XXIV - NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions, and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The Employer shall have the right to conduct systematic and direct recruitment of qualified minority and female applicants should the Union fail to refer sufficient minority and female trainees within forty-eight (48) hours to satisfy specific contractual Equal Employment Opportunity requirements and conditions. The use of masculine or feminine gender in this agreement shall be construed as including both genders.

ARTICLE XXV - STATUS QUO ON CERTAIN EQUIPMENT

1. The parties hereto recognize that the operation of certain equipment and work assignments may raise questions regarding jurisdiction of work in this Agreement. The equipment involved is set forth below:

- (a) Asphalt curb machine
- (b) Snorkel
- (c) Stump Remover (chipper)
- (d) Blower for burning brush
- (e) Motorized hydraulic pin puller
- (f) Motorized hydraulic seeder
- (g) Concrete Saw
- (h) Convoying vehicles when convoying Engineer equipment
- (i) Fueling of equipment
- (j) Articulated Discharge Dump

2. Pending final determination by the International Union of Operating Engineers and any other international union claiming jurisdiction of the above equipment, such equipment and the operation thereof shall remain "status quo" and no permanent assignment shall be made until the decision or agreement between the said International Unions has been made.

3. The decision and/or agreement reached between the International Unions determining the claims shall become a part of this Agreement and shall be final and binding upon the parties hereto.

ARTICLE XXVI - DUES DEDUCTION

1. The Employer shall deduct from the basic wage rate of employees covered by this Agreement, the amount hereinafter set forth in Article XXVIII for each actual hour paid such employees.

2. No deduction shall be made for the Defense and Benefit Fund and/or Dues for any such employee unless the Employee has deposited with the Employer his copy of an executed authorization form which shall in no event be irrevocable for a period of more than one year or the termination date of this Agreement whichever may be the less.

3. Executed copies of the authorization cards will be kept on file by the Union and the Association (or such other employer group as this Association and the Union may agree).

4. The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is a duty and obligation of the Union.

5. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon work assessment authorization cards furnished by the Employees and/or Union.

ARTICLE XXVII - JOINT POLICY ON SUBSTANCE ABUSE

The Employer and Union are committed to provide a safe work environment for its employees and the public and also maintain a reliable, productive, quality work force and thus affirm that construction job sites subject to this Agreement must be alcohol and drug free.

Employees whose job performance is impaired by the use of alcohol or drugs create an unacceptable safety risk to themselves, co-workers, and public.

Employees who violate the joint policy on substance abuse shall be subject to discipline up to and including immediate discharge without recourse to the grievance procedure.

The CEA Drug Abuse Policy and Program is available for use by Employers under this agreement. Work Place Safety of Upstate New York (WSUNY), a corporation established by labor and management for the purpose of creating and maintaining uniform drug abuse policy and procedures; WSUNY shall in addition designate and contract on a collective basis for all related services necessary to execute the drug policy and procedures, including Third Party Administrator and Medical Review Officer. The Employer shall pay the cost of each test and M.R.O. service as established by WSUNY.

Work Place Safety of Upstate New York
635 Ridings Road
Syracuse, NY 13206
Phone: (315) 437-3717
Fax: (315) 437-5044

ARTICLE XXVIII - WAGE RATES AND CLASSIFICATIONS

1. Set forth below are the agreed upon wage classifications for this Agreement:

MASTER MECHANIC

Classification A:

Asphalt Paver (fixed screed 10' width and over), extend-a-mat pavers
Automated Concrete Spreader
Automatic Fine Grader
Backhoe (Except Tractor Mounted)
Blacktop Plant (Automated)
Boom Truck*
Caisson Auger
Central Mix Concrete Plant (Automated)
Concrete Curb Machine, Self-Propelled, Slipform
Crane*
Cranes and Derricks (Steel Erection)
Dragline
Dredge
Excavator (All Purpose-Hydraulically Operated) (Gradall or Similar)
Front End Loader (4 cu. yd. and Over)
Head Tower (Sauerman or Equal)
Hoist (Two or Three Drum)
Hydraulic Crane (over 5 tons capacity)
Hydrodemolition equipment (self-contained)
Maintenance Engineer
Mine Hoist
Mucking Machine or Mole
Overhead Crane (Gantry or Straddle Type)
Pavement Profiler (over 300 horsepower)
Pile Driver
Power Grader
Road Widener
Scraper
Shovel
Side Boom
Slip Form Paver (If a second man is needed, he shall be an Oiler)
Truck Crane
Truck or Trailer or Track Mounted Log Chipper (Self Feeder)
Tug Operator (Manned Rented Equipment Excluded)
Tunnel Shovel
Weider

Classification B:

Asphalt Paver (under 10' width)
Automated Slope Paving Machine
Backhoe (Tractor Mounted)
Belt Loader
Belt Placer
Blacktop Plant (Non-Automated)
Blast or Rotary Drill (Truck or Tractor Mounted)
Boring Machine
Bridge Deck Finishing Machine
Cableway
Cage Hoist
Central Mix Plant (Non-Automated) and All Concrete Batching Plants
Compressors (4 or less) exceeding 2,000 C.F.M. combined capacity
Concrete Paver (Over 16S)
Concrete Pump
Core Drill (skid, truck-mounted or track)
Crusher
Diesel Power Unit
Directional Boring Machine
Drill Rig, self-contained, self-propelled, hydraulic
Drill Rigs (Truck/Tractor Mounted)
Fork Lift
Front End Loader (Under 4 cu. yd.)
Hi-Pressure Boiler (15 lbs. and over)
Hoist (One Drum)
Hydraulic Crane (5 tons capacity and under)
Hydra-Spiker, Ride-on
Hydro Axe
Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler)
L.C.M. Work Boat Operator
Locomotive
Log Skidder
Lubrication Engineer/Greaseman
Material handling knuckle boom truck 5 tons and over
Mixer (for stabilized base self-propelled)
Pavement Profiler (under 300 horsepower)
Plant Engineer
Pump Crete
Refrigeration Equipment (for soil stabilization)
Roller (all above sub-grade)
Sea Mule
Self-propelled Rubbleizer
Skid Steer Bobcat Type Loader
Stationary Central Compressor Air Plant (5000 cfm and up)
Tie Extractor, Ride-on

Tie Handler, Ride-on
Tie Inserter, Ride-on
Tie Spacer, Ride-on
Track Liner, Ride-on
Tractor Drawn Belt Type Loader
Tractor with Dozer and/or Pusher
Trencher
Tugger Hoist
Vermeer Saw (ride-on) any size or type
Winch
Winch Cat

Classification C:

A Frame Truck
Aggregate Plant
Ballast Regulator, Ride-on
Boiler (used in conjunction with production)
Cement and Bin Operator
Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.)
Compressors (any size but subject to other provisions for compressors),
Dust Collectors, Generators, Pumps, Welding Machines, Light Plants
(4 of any type or combination).
Concrete Pavement Spreader and Finisher
Concrete Paver or Mixer (16S and under)
Concrete Saw (Self-propelled)
Conveyor
Electric Pump used in conjunction with well-point system
Farm Tractor with accessories
Form Tamper
Grout Pump
Guniting Machine
Hammers (Hydraulic self-propelled)
Hydraulic Pump (Jacking system)
Light Plants
Material handling knuckle boom truck under 5 tons
Mulching Machine
Oiler
Parapet Concrete or Pavement Grinder
Post Hole Digger and Post Driver
Power Heaterman
Power Sweeper
Roller (Grade and Fill)
Scarifier, ride-on
Shell Winder
Span-Saw, ride-on
Steam Cleaner

Submersible Electric Pump (When used in lieu of well-point system)
 Tamper, ride-on
 Tractor
 Vacuum Machine (Self-propelled)
 Vibratory Compactor
 Well Point

*All cranes and boom trucks with boom and jib over 100 feet to 150 feet, \$2.00 over Class A rate.

*All cranes and boom trucks with boom and jib 150 feet and over, \$3.00 over Class A rate.

WORK AT HAZARDOUS WASTE SITE. When an employee covered by this agreement performs hazardous waste removal work on a state and/or federally designated waste site or at a private work site and where relevant state and/or federal, owner and/or employer regulations require employees to be furnished, and those employees use or wear required forms of personal protection, including any type of respiratory equipment in the A, B or C classifications for such respiratory equipment, said employee shall receive his regular hourly rate plus \$3.00 per hour premium. Paper dust masks are excluded from coverage by this section.

Tower cranes will be manned by two (2) Class A operators who will receive \$1.00 per hour over the Class A rate.

2. In the event that equipment listed under Article XXVIII of this Agreement or any other equipment which traditionally has been the work of operating engineers is operated by robotic control, the operation of said equipment shall remain the work of the operating engineers and the classification covering the operation will be the same as if manually operated.

3. A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional \$2.00 per hour. Section 3 will be effective for work bid on or after July 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

4. Set forth below are the agreed upon wages, fringe benefit contributions, defense and benefit fund and/or dues deductions, and voluntary political action fund deductions effective July 1, 2001:

| | <u>Wages</u> | <u>Wel- fare</u> | <u>Pen- sion</u> | <u>CPF</u> | <u>EWF/ PAP</u> | <u>Tng.</u> | <u>Dues Ded.</u> | <u>** VPAF Ded.</u> | <u>*** TOTAL</u> |
|-----------------|--------------|----------------------|----------------------|------------|---------------------|-------------|----------------------|-----------------------------|----------------------|
| Master Mechanic | \$25.00 | 4.60 | 2.75 | 1.75 | 2.20 | 1.75 | -4% | -.07 | \$38.05 |
| Class A | 23.65 | | | | | | | | 36.70 |
| Class B | 22.77 | | | | | | | | 35.82 |
| Class C | 19.49 | | | | | | | | 32.54 |

5. Set forth below are the agreed upon wages, fringe benefit contributions, defense and benefit fund and/or dues deductions, and voluntary political action fund deductions effective July 1, 2002:

| | <u>Wages</u> | <u>Wel- fare</u> | <u>Pen- sion</u> | <u>CPF</u> | <u>EWF/ PAP</u> | <u>Tng.</u> | <u>Dues Ded.</u> | <u>VPAF Ded.</u> | <u>TOTAL</u> |
|-----------------|--------------|----------------------|----------------------|------------|---------------------|-------------|----------------------|----------------------|--------------|
| Master Mechanic | \$25.25 | 4.60 | 3.00 | 2.00 | 2.45 | 2.00 | -4% | -.07 | \$39.30 |
| Class A | 23.90 | | | | | | | | 37.95 |
| Class B | 23.02 | | | | | | | | 37.07 |
| Class C | 19.74 | | | | | | | | 33.79 |

6. Set forth below are the agreed upon wages, fringe benefit contributions, defense and benefit fund and/or dues deductions, and voluntary political action fund deductions effective July 1, 2003.

| | <u>Wages</u> | <u>Wel- fare</u> | <u>Pen- sion</u> | <u>CPF</u> | <u>EWF/ PAP</u> | <u>Tng.</u> | <u>Dues Ded.</u> | <u>VPAF Ded.</u> | <u>TOTAL</u> |
|-----------------|--------------|----------------------|----------------------|------------|---------------------|-------------|----------------------|----------------------|--------------|
| Master Mechanic | \$25.70 | 4.60 | 3.00 | 2.50 | 3.00 | 2.00 | -4% | -.07 | \$40.80 |
| Class A | 24.35 | | | | | | | | 39.45 |
| Class B | 23.47 | | | | | | | | 38.57 |
| Class C | 20.19 | | | | | | | | 35.29 |

7. Set forth below are the agreed upon wages, fringe benefit contributions, defense and benefit fund and/or dues deductions, and voluntary political action fund deductions effective July 1, 2004 - June 30, 2005.

| | <u>Wages</u> | <u>Wel- fare</u> | <u>Pen- sion</u> | <u>CPF</u> | <u>EWF/ PAP</u> | <u>Tng.</u> | <u>Dues Ded.</u> | <u>VPAF Ded.</u> | <u>TOTAL</u> |
|-----------------|--------------|----------------------|----------------------|------------|---------------------|-------------|----------------------|----------------------|--------------|
| Master Mechanic | \$26.70 | 4.60 | 3.00 | 3.00 | 3.00 | 2.25 | -4% | -.07 | \$42.55 |
| Class A | 25.35 | | | | | | | | 41.20 |
| Class B | 24.47 | | | | | | | | 40.32 |
| Class C | 21.19 | | | | | | | | 37.04 |

*All cranes and boom trucks with boom and jib over 100 feet to 150 feet, \$2.00 over Class A rate.

*All cranes and boom trucks with boom and jib 150 feet and over, \$3.00 over Class A rate.

**Dues Deductions may only be made upon receipt of signed authorization cards from employees. The deductions will be on gross wages, exclusive of fringe benefits.

***VPAF (Voluntary Political Action Fund) deductions may only be made upon receipt of signed authorization cards from employees.

ARTICLE XXIX - COMPLETE AGREEMENT

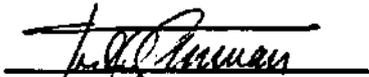
It is understood that this Agreement is the complete Agreement between both parties and there are no other agreements except the Association and the Union may from time to time issue Memoranda of Agreement for the purpose of clarification of the contract or for the purpose of amending the Agreement on a project basis or for other purposes mutually agreed to. It is mutually agreed that said Memoranda will be on file in the Association office and the Union's office and will be considered as addenda and become a part of this Agreement.

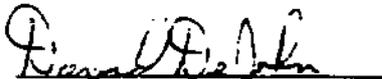
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives the day and year first above written.

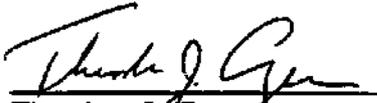
**FOR THE LRD/AGC CENTRAL
NEW YORK REGION**


Rockne E. Burns


Stephen Compagni


Todd Corran

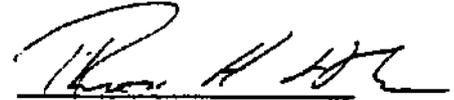

David DeJohn

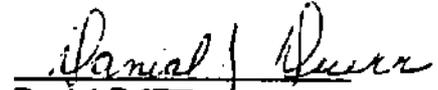

Theodore J. Czerny

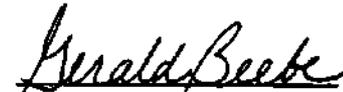
FOR IUOE LOCAL 545

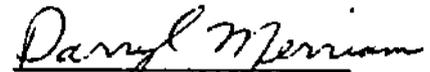

Bernard DeJoseph


Frank Ives


Theron Hogle


Daniel Duff


Gerald Beebe


Darryl Merriam

INDIVIDUAL EMPLOYER

The undersigned Employer doing business as _____

and having principal offices at _____

has read and is fully familiar with all of the terms of this Agreement by and between the **LABOR RELATIONS DIVISION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC.** (hereinafter referred to as the "Association"), and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 545** dated the 1st day of April, 2001 between the same parties and agrees to adhere to and be bound by all the terms thereof, as well as revisions and amendments adopted pursuant thereto. The Employer agrees to become signatory to the Trust Agreements, as amended, establishing the Welfare, Pension, and the Training and Skill Improvement Funds of said local unions and the Employer designates as its Representatives and Trustees on said Funds, the Trustees selected by the above "Association" now serving or who may in the future serve as vacancies occur.

Name of Firm

By: _____
An Authorized Officer, Title

Firm Street Address

City and State

Telephone Number

Local Union: _____

By: _____
Authorized Representative

Date: _____

UNION COPY

INDIVIDUAL EMPLOYER

The undersigned Employer doing business as _____

and having principal offices at _____

has read and is fully familiar with all of the terms of this Agreement by and between the **LABOR RELATIONS DIVISION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC.** (hereinafter referred to as the "Association"), and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 545** dated the 1st day of April, 2001 between the same parties and agrees to adhere to and be bound by all the terms thereof, as well as revisions and amendments adopted pursuant thereto. The Employer agrees to become signatory to the Trust Agreements, as amended, establishing the Welfare, Pension, and the Training and Skill Improvement Funds of said local unions and the Employer designates as its Representatives and Trustees on said Funds, the Trustees selected by the above "Association" now serving or who may in the future serve as vacancies occur.

Name of Firm

By: _____
An Authorized Officer, Title

Firm Street Address

City and State

Telephone Number

Local Union: _____

By: _____
Authorized Representative

Date: _____

LRD/AGC COPY (Local 545)
g:\tedfile\iuoe545