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Title: **Construction Industry Association of Rochester, NY, Inc. (Commercial) and Laborers International Union of North America (LIUNA), AFL-CIO, Local 435 (2001)**

K#: **8646**

Employer Name: **Construction Industry Association of Rochester, NY, Inc. (Commercial)**

Location: **NY Rochester**

Union: **Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **435**

SIC: **1540**

NAICS: **23622**

Sector: **P**

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Duplicate
5/1/2001 – 4/30/2006

K8646
1,100 workers

2001 – 2006 Commercial-Building AGREEMENT

between

LOCAL UNION No. 435
LABORERS INTERNATIONAL
UNION OF NORTH AMERICA

and the

CONSTRUCTION INDUSTRY
ASSOCIATION
OF ROCHESTER, N.Y., INC.
AND CERTAIN
INDEPENDENT CONTRACTORS

LOCAL NO. 435

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AGREEMENT

Between

LOCAL UNION No. 435
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA

and

CONSTRUCTION INDUSTRY ASSOCIATION
OF ROCHESTER, N.Y., INC.
AND CERTAIN INDEPENDENT CONTRACTORS

AGREEMENT made this 27th day of August, 2000, to be effective May 1, 2001 and to expire April 30, 2006, 11:59 pm, by and between the Construction Industry Association of Rochester, N.Y., Inc., and certain independent employers and Local No. 435 ("Union") of the Laborers International Union of North America, affiliated with the American Federation of Labor-Congress of Industrial Organizations, for the general construction of all site preparations and clearance of right of ways and all buildings.

For the purposes of this Agreement the terms Association, Employer and Contractor shall be interchangeable. Local No. 435 shall be referred to as the Union and shall be the sole bargaining representative of all laborers employed by the Employer.

The parties agree to work together to create a "World Class Quality" attitude and program.

This Agreement covers all work on the building proper including all work related to the actual construction of the building and all site work in connection with a building project, which may include site preparation and grading, underground work, paving, etc.

The Employer agrees to recognize the jurisdictional claims of the Laborers International Union as listed hereinafter.

Notwithstanding these claims the Employer's obligation in making work assignments shall be in accordance with the following procedure:

(a) Where an agreement of record between the disputing trades applies to the disputed work, the Contractor shall assign the work in accordance with such agreement of record.

(b) Where no agreement under (a) applies, the Contractor shall assign the disputed work in accordance with the prevailing area practice.

(c) If a dispute has arisen prior to the specific assignment of work where no agreement of record under (a) applies, or where there is no predominant practice in the area, the Contractor shall nonetheless make a specific assignment according to his best judgment after consulting with the representatives of the contesting trades and considering any arguments or facts the trades may wish to present regarding applicable agreements of record or area practice.

(d) If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local Business Agents of the crafts involved for settlement, and if no understanding or agreement is reached within forty-eight (48) hours, the dispute will be referred to the International Unions involved for settlement. If no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being further agreed that there shall be no stoppage of work in regard to any jurisdictional

dispute. Existing International Jurisdictional Agreements and future International Jurisdictional Agreements shall be respected by both parties.

All laborers, flagmen (all crafts), fire watchmen, foremen (grade, pipe, concrete, form stripping), seeding, asphalt, clearing and grubbing, clean up, material supply, washing and waxing operations, in the performance of the site preparation and general construction of buildings from start to finish, and shall also mean to cover the following operations:

On site preparation and right of ways: the clearance of any and all structures, the clearing and cutting of all brush and trees and burning of same by hand or with any mechanical cutting or burning methods will be done by laborers. The blasting and drilling and scaling *for all purposes such as stumps, rocks and all general* demolition will be done by laborers; the unloading and loading and laying of all types of pipe (water, storm, sewer, gas) up to and including five (5) feet of all buildings will be done by laborers. The unloading, pouring, spreading and tamping and vibrating of all concrete and aggregate and asphaltic materials will be done by laborers. Where concrete or aggregate or asphaltic materials are conveyed by crane or derrick the hooking on, signaling and dumping and unhooking of buckets will be done by laborers.

On the excavation of buildings and structures; the drilling, blastings, hand digging of all foundations, trenches, piers and holes will be done by laborers; the handling, filling and placing of all sand bags connected *therewith will be done by laborers; the mixing, han*dling, conveying, pouring, vibrating, guniting and otherwise placing of all concrete or aggregate and asphaltic materials whether done by hand or any other process will be done by laborers; the stripping, clean*ing, oiling, handling and taking to the point of erection* by hand or power all concrete forms, will be done by

laborers. Operation of all motorized wheelbarrows or buggies or machines of similar character whether run by gas, diesel or electric or any other power. Where concrete or aggregates or asphaltic materials are conveyed by crane or derrick or conveyors or other methods, the hooking on signaling, dumping, unhooking will be done by laborers; the assembling, placing, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates, asphaltic materials or mortar or plaster and the cleaning of such equipment will be done by laborers; the vibrating, spreading, flowing, puddling and leveling and strike-off of all such materials will be done by laborers prior to finishing; the loading and unloading, carrying, distributing and handling of all reinforcing rods, mesh and materials for use in reinforcing concrete, except when done by power, will be done by laborers; the handling loading, unloading, placing, applying and hanging of all types of materials used for drying, curing, protection and covering of all concrete work and for weather protection in general will be done by all laborers; the loading, unloading, distributing and maintenance of all types of heaters used for drying of plaster or concrete or mortar will be done by laborers; the loading, unloading, distributing and maintenance of all other types of heaters except Herman Nelson, Dravo, Warner or thermostatic controlled heaters when used for temporary heating will be done by laborers; the shoring and jacking of all prestressed and prefabricated concrete planks and beams and walls will be done by laborers when such material is installed and put in place by laborers; the hooking, unloading, loading and stock-piling of all prefab materials will be done by laborers; the brush and wire sweeping of all concrete for adhesion of all asphaltic materials will be done by the laborers; the building and dismantling of all stagings and scaffolding for use by bricklayers, masons, plasterers and lathers will be done by laborers;

the handling, loading, unloading of all sand and the loading and maintenance of all sandblasting machines, cleaning up after sandblasting operations, planking of scaffold erected by the general contractor or masonry subcontractor, filter media at treatment plants, will be done by laborers. All excavating and backfilling work requiring the use of hand tools, pneumatic tools and hand or mechanical tampers shall be done by laborers. The foregoing applies in the performance of all the aforementioned work and all work coming under the jurisdiction of the L.I.U.N.A. (Laborers International Union Of North America).

It is agreed that there will be no work stoppage of any kind resulting from any Jurisdictional claims.

This Agreement is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and employee; to prevent waste, unnecessary and avoidable delays and expense; for the further purpose of securing for Employer sufficient building laborers at all times and so far as possible to provide continuous employment for labor in accordance with the conditions herein set forth and at the wages herein agreed upon; that stable conditions may prevail; that costs may be as low as possible consistent with fair wages and conditions; and to further establish the necessary procedure by which these things may be accomplished.

The territory covered by this Agreement shall be: all of Monroe, Orleans, Wyoming, Genesee and Livingston Counties; the townships of Victor, Farmington, East Bloomfield, West Bloomfield, Richmond, Bristol and Canadice in Ontario County; the townships of Ontario, Williamson, Sodus, Walworth, Marion, Macedon and Palmyra of Wayne County.

ARTICLE I

RIGHTS AND OBLIGATIONS OF LABORERS

1. The employee shall perform a fair and honest day's work.

2. When the Union feels that an employee has been discharged unjustly, it may petition the Joint Bargaining Committee for redress.

3. Employees injured at work shall be paid for the time spent going to the doctor's office for treatment at the time of injury. If the doctor certifies in writing that the employee is unable to work that day, the injured employee shall be paid for the balance of that working day.

(a) The injured employee shall be allowed two (2) hours' time for additional visits to the doctor for injuries sustained while in the Employer's service without loss of pay. It shall be understood however, that such visits during working hours shall be made only when no other arrangements can be made and an affidavit is received from the doctor stating the necessity for each visit.

(b) The injured employee shall, if at all possible, be given preference to any light work that may be performed on the job provided however, that he is still in the employ of the Employer where the injury occurred.

4. No member of Local No. 435 will be allowed to work for any Contractor (general or sub-contractor) who cannot show proof of unemployment insurance and disability benefits insurance and workers' compensation coverage as required by the State of New York.

5. Laborers who are employed by contributing Employers to the Administration and Safety Program for

eight hundred (800) hours or more within twelve (12) months immediately preceding service as jurors shall, upon proof of such service, be entitled to be paid by the Association for each day of such service. The rate of pay shall be established by the Association under its Jury Duty program, but shall be not less than $45.00 per day during the term of this Agreement.

6. All laborers are to be allowed a mid-morning coffee break of ten (10) minutes duration. Employees are not to congregate, but are to remain at or near their places of work. If the Employer believes that this privilege is being abused, it shall notify the Union and the Union shall be given twenty-four (24) hours in which to correct the abuse. If, after giving the Union this opportunity, the Employer believes the abuse to be continuing, it may withdraw the privilege of the coffee break. Should the privilege be withdrawn as provided herein, the Union may refer the matter to the Joint Bargaining Committee, whose decision shall be final.

7. It shall be the duty of the Union to foster harmony on the job to insure compliance with the provisions this Agreement by its members and to provide able and efficient employees when and if requested by management to do so and when the same is not in violation of the National Labor Relations Act of 1947, as amended.

8. The authorized representatives of the Union shall be allowed to visit jobs during working hours to interview the employees and to enforce the provisions of this Agreement without unreasonably interfering with or hindering the progress of the work.

9. The Business Manager of the Union may inspect the payroll records when there is any doubt about employees receiving the proper pay for the work performed.

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

1. There shall be no restriction on the use of machinery, tools, appliances or standard equipment for the use required.

2. There shall be no restrictions on the use of any raw or manufactured materials, except prison made.

3. (a) The Employer shall furnish all necessary standard tools that laborers are required to use. Laborers shall not be required to work in the rain or water without proper gear.

Where conditions require their use, laborers shall be issued slipover boots and a full set of rain gear. On the first pay day for a full week's work the value of the articles issued may be deducted from the pay of each laborer. Upon termination of employment for any reason, laborers will return the articles issued in reasonable condition and will be refunded the amounts deducted from their pay. The articles issued will be replaced by the Contractor when they are no longer in serviceable condition. Condition is to be determined by the Laborer Steward and the Contractor or his representative. Laborers will be allowed sufficient time to preserve the ownership of the articles issued.

Laborers must have rain gear which has been issued to them on the job when needed. Rain gear shall not be worn except under rainy or threatening weather conditions or during water operations.

(b) Where special gloves are required, such as in handling chemicals injurious to the skin, they shall be furnished by the Contractor for the duration of such work.

(c) The Employer shall furnish disinfectant material for re-issued gear when requested.

4. The Employer shall be responsible for maintaining safety conditions on the jobs and no laborer shall be required to work against his will under conditions which are hazardous or injurious to his health.

5. No person shall have the right to interfere with employees during working hours except as hereinafter provided.

6. The Employer shall provide warm, suitable shelter of sufficient size where all laborers may eat their lunch and hang their clothing. The Employer shall also assume responsibility in case of loss by fire. No tools, building equipment or combustible material shall be stored therein.

7. When the employment of a laborer is terminated for any reason, the Employer shall give a separation slip within twenty-four (24) hours containing the Employer's registration number and stating the reason for termination.

8. It is agreed that if the Employer subcontracts job site work falling within the terms of this Agreement, provision will be made in each subcontract for the compliance by said subcontractor with terms, conditions of employment, wages, S.U.B., welfare, pension, annuity and training contributions not less than those contained in this Agreement.

A subcontractor is defined as any person, firms, partnership, self-employed person or corporation who agrees, under contract, oral or written, with the general contractor or his subcontractor to perform on the job site any part or portion of the work covered by this Agreement.

With respect to subcontractors who are not members of the Association or who have not signed the

Agreement as an individual Employer, the following rules shall apply:

(a) Such subcontractors shall be required to remit fringe benefit payments on a weekly basis.

(b) On the first failure of such subcontractor to remit fringe benefits or first instance on which the subcontractor is delinquent, the Union shall notify the Prime Contractor of the said failure to remit or delinquency.

(c) After having been notified of a failure to remit or of a delinquency, the Prime Contractor shall be responsible for each such fringe benefit payment pursuant to Sub Article (d) below.

(d) After notification by the Union, the Employer is responsible for checking with the Funds' office to determine whether the regular payments are being made. However, once any non-payment has been rectified and the subcontractor resumes payments as required under (a), the Prime Contractor is relieved of any responsibility to check with the Funds' office until notification is again received in writing by the Union of further alleged delinquency.

(e) The Prime Contractor's responsibility is limited to fringe benefits applicable to its project on which the defaulting subcontractor is employed.

(f) The Prime Contractor does not assume the above responsibility with respect to subcontractors who are members of the Association, or who are individual signatories to the labor Agreement.

9. In the event of an accident on the job where an employee loses, breaks or damages his eyeglasses, they shall be repaired or replaced by the Contractor if the accident is reported immediately.

10. The management of the job and the direction of the working force, including but not limited to the right to hire, layoff or discharge for just cause, and the right

to relieve employees from duty because of lack of work is vested exclusively in the Employer, his superintendent or designated Foreman.

11. The signators strongly encourage each other to set and hold regular (at least monthly?) discussions to find solutions to the problem of how to get more work for signatory contractors. Agenda should include upcoming projects, owner relations and marketing, employee training, safety and health, cost avoidance and other items of mutual interest.

ARTICLE III

THE LABORER STEWARD

1. The Business Manager shall appoint all Laborer Stewards.

2. The Laborer Steward shall be allowed sufficient time and shall not be discriminated against because of his activities on behalf of the Union. The Laborer Steward shall be a working Laborer Steward and shall perform the duties of a laborer on the job on which he is employed.

3. (a) After a Laborer Steward has been appointed, he shall also be employed on all overtime work where laborer's work is being performed by the general contractor provided however the Laborer Steward shall not replace any laborer who has been on any operation for the entire day or in the past has been assigned to a special operation.

(b) Whenever any overtime work is performed by a subcontractor to the general contractor which requires the employment of more than one laborer, the Laborer Steward shall be employed by the such subcontractor on the overtime work.

4. The Laborer Steward shall restrict his Union activities to the work of the laborers' jurisdiction being performed by his Employer and the subcontractors of his employer on the job on which he is Laborer Steward.

5. When the Employer is dissatisfied with the conduct of the Laborer Steward he shall notify the Business Manager of his dissatisfaction and it shall be the duty of the Business Manager to take corrective action and report the same to the Employer within a reasonable time.

6. The Laborer Steward shall be notified, as soon as possible, whenever hiring or layoff is decided upon.

7. (a) In matters relating to trade jurisdiction, the Laborer Steward's responsibility is as follows:

(1) to report the matter to the superintendent or his representative, who shall try immediately to resolve the matter with the stewards of the involved trades;

(2) if the Laborer Steward is not satisfied with the disposition of the matter by the superintendent or his representative, he shall report the matter to the Business Manager or Business Agent by telephone, if possible.

(b) By the above it is intended that a Laborer Steward is not to make decisions himself regarding work stoppages, slowdowns or jurisdictional disputes. Jurisdictional disputes shall be promptly referred to the Business Manager or Business Agent except for the provision for resolving a jurisdictional dispute in (a) (1) above.

ARTICLE IV

THE LABORER FOREMAN

1. (a) When eight (8) or more laborers are employed by a Contractor on a project a Laborer Fore-

man will be employed and shall be the agent of the Employer and selected by the Employer.

(b) A General Laborer Foreman will be employed when a Contractor employs more than two (2) Laborer Foremen on a project.

All orders to Laborer Foremen shall be transmitted by the General Laborer Foreman when a General Laborer Foreman is employed.

(c) A Laborer Foreman must qualify under Article V Section 4 of this Agreement, unless the Laborer Foreman is referred by the Local No. 435.

(d) The Laborer Foremen's duties are primarily to supervise laborers.

ARTICLE V

SUPPLY OF LABORERS

1. The Employer shall notify the Union Office whenever he needs additional laborers. The Employer may call back former employees.

2. A laborer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union on the eighth (8th) day following his employment with any member of the Association herein, or any other Employer or on the eighth (8th) day following the effective date of this Agreement whichever is later, and shall remain a member of the Union to the extent of paying initiation fees and the membership dues uniformly required as a condition of employment whenever employed under and for the duration of this Agreement.

3. Failure of any employee covered by this Agreement to meet the requirements described in Paragraph 2, above, will result in his discharge by the Employer. The Union agrees that membership will be

available to any employee on the same terms and conditions applicable to all other members.

4. The Employer agrees that in providing opportunity for employment it shall give priority to persons who have had one year or more of service since January 1, 1969 in the building and construction industry in the type of work covered by this Agreement and in the geographic area defined in the preamble of this Agreement.

When layoffs or cutbacks in employment are necessary, those persons not entitled to the above priority shall be released first.

The Employer and the Union agree that the foregoing priority shall be exercised without regard to Union membership or non-membership.

5. Any and all persons referred or employed under this Agreement are understood to be hired with the specific understanding that their employment is and continues to be temporary. As such, all work under this Agreement is on a temporary project under-taking for purposes of Section 4 (1) of the Workers Adjustment and Retraining Notification Act.

ARTICLE VI

SHOWUP TIME

1. Laborers reporting for work at the regular designated starting time shall, if not put to work, receive two (2) hours' pay, unless unable to work due to weather conditions.

2. Laborers ordered by the Employer or his representative from the Union Hall, shall, if not put to work receive two (2) hours' pay, unless unable to work due to weather conditions, and at least four (4) hours' pay if put to work. Laborers ordered from the Union Hall

who report to work on the same day shall receive two (2) hours' pay if unable to work, regardless of weather conditions, and at least four (4) hours' pay if put to work.

3. Laborers, except for employees who mix mortar, ordered by the Employer or his representative to report for work earlier than the normal starting time will be paid if not put to work for said reporting time, up to normal starting time at rates applicable under these contract terms, unless unable to work due to weather conditions.

4. Laborers called in after regular working hours will be paid at least four (4) hours at overtime rates, regardless of weather conditions.

ARTICLE VII

WAGES

	2001	2002	2003	2004	2005
1. (a) Basic Rate	$17.90	$18.65	$19.65	$20.65	$21.65
(b) General Labor Foreman	18.65	19.40	20.40	21.40	22.40
(c) Labor Foreman	18.30	19.05	20.05	21.05	22.05
(d) Blaster (40-hour guarantee, except first and last week may be for less)	19.27	20.02	21.02	22.02	23.02
(e) Powder Monkey	18.77	19.52	20.52	21.52	22.52
(f) Air track drill, wagon drill and asphalt rakers	18.30	19.05	20.05	21.05	22.05
(g) Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines or belts are required, boson's chair	18.10	18.85	19.85	20.85	21.85
(h) Men assigned to operate the following equipment: jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (j), Barco tampers, jumping jacks	$18.20	$18.95	$19.95	$20.95	$21.95

(i) Pipe layers, burners and cutters for wrecking and demolition	18.20	18.95	19.95	20.95	21.95
(j) Concrete vibrators for architectural concrete	18.34	19.09	20.09	21.09	22.09
(k) Yardmen, Landscaping; Cleaning, Clean-up (not demolition related)	15.17	15.92	16.92	17.92	18.92
(l) New Chimney Work:					
Base to 100 ft.	18.90	19.65	20.65	21.65	22.65
100 ft. to 150 ft.	19.15	19.90	20.90	21.90	22.90
150 ft. to 200 ft.	19.42	20.17	21.17	22.17	23.17
200 ft. to 250 ft.	19.65	20.40	21.40	22.40	23.40
250 ft. and higher	19.90	20.65	21.65	22.65	23.65

(m) The highest rated job performed by an employee during the day will be paid to the employee for the entire day.

2. Effective May 1, 2001, there will be an increase of one dollar and five cents ($1.05) per hour worked. Twenty five cents (25¢) of this will go into the LECET Fund. Five cents (5¢) will go into the Training Fund. The rest of the increase shall go into wages (as shown above) and/or existing Funds. All fringe benefit contributions shall be fully tax deductible to the Employer and non-taxable to the employee.

3. Effective May 1, 2002, there will be an increase of one dollar and two cents ($1.02) per hour worked. Twenty five cents (25¢) of this will go into the LECET Fund. Two cents (2¢) of this will go into the Administration and Safety Fund. The rest of the increase shall go into wages (as shown above) and/or existing Funds. All fringe benefit contributions shall be fully tax deductible to the Employer and non-taxable to the employee.

4. Effective May 1, 2003, 2004, 2005 there will be an increase of one dollar ($1.00) per hour worked. The increase shall go into wages (as shown above) and/or existing Funds. All fringe benefit contributions shall be fully tax deductible to the Employer and non-taxable to the employee.

All other employer contributions, various wage rates, and deductions will remain as per the current Agreement.

5. There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

6. Wages shall be paid weekly on the job on a regularly designated pay day. Wages shall be paid in cash, before quitting time, except that members of the Association may pay by A.B.C. or other recognized payroll check upon approval of the New York State Department of Labor.

If a bank refuses to cash an employee's pay check because of insufficient funds in the Employer's bank account, that Employer shall hence-forth pay by cash unless written authorization is obtained from the Union to pay by check.

(a) If any employee is discharged or laid off, all accrued wages shall be due and paid immediately except that by mutual agreement an employee may be paid by check mailed within twenty-four (24) hours. If not mailed to the employee within twenty-four (24) hours, such employee shall be paid an additional $25.00 for each additional twenty-four (24) hour period the check was not mailed.

(b) In case of employees voluntarily quitting, the Employer is not obligated to pay them until the next regular pay day.

(c) When the wages are not paid promptly according to the terms of this Agreement, waiting time shall be paid.

(d) All regular hours and overtime hours and all deductions shall be listed separately with the name and address of the Employer on all pay envelopes and check stubs.

7. Should the recognized fringe benefits negotiated between the Union and the Association be changed during the duration of this Agreement, any decreases or increases shall be achieved by increasing or decreasing the hourly wage rates or fringe benefits shown herein. Any Association changes in Administration and Safety amounts shall not effect the employee's wages or fringe benefits.

Any changes in the amounts of money contributed to a fringe-benefit fund shall be on the recommendation of the fund's Trustees and mutual agreement of the parties. All fringe-benefit contributions must remain fully tax deductible to the Contractor and non-taxable to the employee.

ARTICLE VIII

HEALTH AND WELFARE FUND; PENSION FUND; SUPPLEMENTAL BENEFIT FUND; TRAINING FUND; ANNUITY FUND; ADMINISTRATION AND SAFETY PROGRAM; WORK ASSESSMENT DEDUCTION; PAC DEDUCTION

1. The Agreements and Declarations of Trust of the Rochester Laborers' Welfare Fund, Rochester Laborers' Pension Fund, Rochester Laborers' Apprentice and Training Fund, the Rochester Laborers' Supplemental Unemployment Benefit Fund and the Laborers' Annuity Fund shall be considered as parts of this Agreement in the same manner as if they were fully set forth herein.

2. Fringe benefits shall be paid only on the basis of hours worked.

3. Failure on the part of the Employer to contribute regularly as specified herein below shall make him liable for all claims, damages, etc. plus all arrears in payments. The Union reserves the right to suspend operations of such defaulting Employer to compel enforcement hereof, and the Union shall not be bound by an arbitration or "no-strike" clause in this Agreement in such event. The Union shall withdraw its members from Employers who are delinquent thirty (30) days or more (from the period close) in payment of the contributions provided for in this Article, or if the Employer fails to file a report as required.

In the event the Union withdraw its members in accordance with the preceding paragraph, they shall be paid for lost time, provided the Union has given the

Employer three days' notice by telegram of its intent to withdraw employees.

By the execution of the Agreement all Employers authorize the Association which is a party hereto to designate the Employer Trustees under such Trust Agreements hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority as set forth in the Trust Agreements. The Trust Agreements and JAC will not be changed until after consent of the Union and approval by the Board of the Construction Industry Association of Rochester, N.Y., Inc., and revision of the Trust documents.

Employers agree to furnish such information as may be necessary concerning their employees as will enable the Trustees to carry out their duty to furnish adequate coverage for employees.

Should any of the provisions of this collective bargaining Agreement be declared to be in violation of the Labor Management Relations Act of 1947, as amended, or by any other State or Federal Statute or regulation, such declaration shall in no way impair the effectiveness or continuity of this Agreement, which establishes Health and Welfare-SUB Benefits, Pension Benefits, Annuity Savings, Training, and the Administration and Safety Program provides for the payment of contributions by Employers for such purposes, and such provisions are hereby declared to be saved from such illegality.

4. Each Employer shall, on or before the fifteenth (15th) day following the end of each calendar month, pay to the order of the Chase Manhattan Bank, Rochester, hereinafter referred to as the Trustee, the amounts shown, effective the dates shown, on the following schedule for each hour for which wages are payable during such calendar month to any employee covered by this Agreement:

Commercial Building Benefit Breakdown 2001-2005

Year	Pension	Welfare	Annuity	Admin./ Safety	Training	LECET	Total Package	Work Assessment	PAC
2001	$2.03	$3.20	$2.00	$0.09	$0.40	$0.43	$8.15	5%	$0.10
2002	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$8.42	5%	$0.10
2003	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$8.42	5%	$0.10
2004	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$8.42	5%	$0.10
2005	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$8.42	5%	$0.10

Simultaneously, with making said payment of the contribution, the Employer shall also file a written report setting forth (1) the names and Social Security numbers of employees covered by this Agreement who have been in the employ of the Employer during such calendar month; and (2) the number of hours worked by each employee during said calendar month. Remittance checks shall be mailed to the Funds Office, 18 Fourth Street, Rochester, N.Y. 14609 in accordance with the instructions on the reporting forms.

(b) Forms for making the reports provided for in this Article shall be furnished to all Employers by the Fund Office.

(c) The Trustee shall pay over the payments made in accordance with the above schedule to the Rochester Laborers Welfare Fund, the Rochester Laborers Pension Fund, the Rochester Laborers Supplemental Benefit Fund, the Annuity Fund, the Apprentice and Training Fund, and the Administration and Safety Program.

(d) If an Employer is consistently late in making the contributions and deductions provided by this Article, or if the Employer has fewer than thirteen (13) month experience with the Funds, the Union or the Trustees of the funds shall require such an Employer to remit weekly instead of monthly.

(e) Employers who have fewer than thirteen (13) months' experience in making timely payments of the contributions and deductions provided for in this Article shall deposit with the Union a surety bond in the amount of $10,000.00 obtained from a recognized corporate surety guaranteeing the payments provided for in this Article.

(f) In the event an Employer is in default in the payment of contributions and/or deductions required by

this Article, then the Union, at its option, may require that a bond be posted in accordance with the provisions of subsection (a) hereof.

5. *Employer contributions to the Welfare Fund* include an amount to be pooled to cover the cost of Medical benefits for employees eligible under the Family and Medical Leave Act of 1993. The Fund will continue to provide such benefits from said pooled amount.

6. (a) (i) The Construction Industry Association of Rochester, N.Y., Inc. agrees to establish an Administration and Safety Program for the purpose of meeting all costs to the Association of conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in the Greater Rochester Area for the benefit of all contractors performing work in said area. The activities to be financed by the funds of the Administration and Safety Program may include, but shall not be limited to, the following: safety and accident prevention; apprenticeship training and other educational programs; public relations; industry relations; management expenses in connection with collective bargaining on an industry-wide basis and in the maintenance of grievance procedures; management costs of participating in joint apprenticeship, health and welfare and pension programs; providing security for, or paying the premiums for surety bonds to secure, the payments required under this Article to the extent required by the provisions of this Article; and such other comparable activities as may be engaged in from time to time.

(ii) The Executive Committee of the Construction Industry Association of Rochester, N.Y., Inc., in accordance with its By-Laws, shall administer the fund of the *Administration and Safety Program.*

(b) Upon termination of payments allocable to the Administration and Safety Program by reason of the

expiration of this Agreement, or because of the absence of a contractual obligation upon the Employer to make payments so allocable, or for any other reason, the assets and the fund of the Administration and Safety Program shall not be distributed among any Employers, or to the Union, but shall be held by the recipient, which shall continue to administer and expend such assets and fund for the purposes, and subject to the conditions, set forth in this Section 4.

(c) Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Administration and Safety Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

WORK ASSESSMENT AND PAC

7. (a) The Contractor will deduct from an employee's wages the current Union Work Assessment and Political Action Committee voluntary contributions, as certified by the Union.

(b) Deductions shall be made only when there is in effect and in the possession of the Contractor a voluntary written assignment executed by the employee on a standard form furnished by the Union and presented to the Contractor. An executed form shall be irrevocable for a period of one year or the termination date of this Agreement, whichever shall be less.

(c) Executed copies of the authorization cards will be kept on file by the Union and Contractor.

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

(e) With respect to any such employee for whom an authorization card has not been furnished, the gross basic wage rate shall be paid.

(f) Remittance of the deduction(s) by the Contractor shall be accomplished by the use of the same forms used for making the Contractor contributions provided for in this Article, with a single check payable to the Chase Manhattan Bank, Rochester, covering both the contributions and the deductions, and such deduction shall be payable at the same time as the contributions. The Chase Manhattan Bank, Rochester shall pay over the remittances provided for in this Section to Laborers Local No. 435.

(g) The deductions shall be:

Effective with Day Shift

	5/1/98
Work Assessment	5.0% Gross Wages
PAC Contribution	$.10 Per Hour Paid

8. In the event the Employer fails to make the contributions or deductions required by this Article by the end of the month in which payment is due, he shall be assessed attorney or paralegal fees and collection costs, plus interest as specified by the Trustees, plus liquidated damages in the amount of twenty percent (20%) of the amount due and owing and such other amounts as may be provided by law. The postmark on the envelope containing the remittance shall determine whether or not the contributions or deductions are late.

9. It is agreed to put a vehicle in place to help stimulate construction and work opportunities through one or more jointly trusteed construction financing funds. Legal counsel will prepare the documents for review by the parties. Everything will be in full accordance with ERISA, prudency and the interests of the participants.

ARTICLE IX

HOURS OF WORK AND OVERTIME

1. (a) Forty (40) hours per week Monday through Friday shall constitute a week's work. The standard workday shall be an established consecutive eight (8) hour period, exclusive of a thirty (30) minute unpaid lunch period. The time for the lunch period shall be thirty (30) minutes between the fourth (4th) and fifth (5th) hours of work. Where work conditions require it, starting times and lunch periods may be staggered amongst the crew.

(b) On concrete work, laborers who are not given a half hour for lunch between the hours of 11:00 A.M. and 1:00 P.M. shall be paid at the rate of time and one-half from 1:00 P.M. until they begin their lunch period.

2. (a) All overtime, which is work performed in excess of the established workday above and on Saturday, shall be paid at the rate of time and one-half, except when working directly with other trades receiving double time, in which case Laborers shall receive double time. All work performed on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time.

(d) Laborers employed by a general contractor exclusively on site work five or more feet outside the building: For employees employed exclusively on site work overtime during the week and on Saturday shall be paid at time and one-half. (In the case of Saturday work, such laborers must have been employed exclusively on site work during the week prior to the Saturday worked). Time and one-half for Saturday work shall be for a maximum of eight hours. Any time worked in excess of eight hours on Saturday shall be at double time.

(e) In the event another trade or trades working with laborers on site work are paid double time for overtime, then laborers shall be paid double time for overtime.

(f) On shift work that extends into overtime, the employee shall be paid one and one-half or two times the applicable wage rate in Article 7.1.

(g) Fringe benefits shall be paid only on the basis of hours worked.

(h) When an employee arrives late or leaves early, overtime will not be payable until after the employee works eight (8) hours in that particular day.

(i) With respect to any work that is 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.

3. Saturday as a Make-up Day. Whenever a day or more of work is lost during the regular work week, Monday through Friday, because of weather conditions, the Saturday of that same week may, at the Employer's option, be worked at the straight-time rate of wages. It is understood that in the event any employee declines to work on a Saturday as a make-up day he shall not be penalized by the Employer.

Where part of a Contractor's crew on a particular project is working Saturday as a make-up, the Local Union appointed Steward for that Contractor on that project may work on the Saturday if the Steward wants to work. If the Steward has already worked forty hours during that workweek, the Steward shall be paid for the Saturday at the overtime rate.

4. No work shall be performed on Sundays or Holidays without permission from the Union.

5. The Contractor shall have the right to establish shift work arrangements for all or any portion of the work in accordance with this Article.

(a) TWO SHIFT WORK: When elected by the Contractor, multiple shifts of at least three (3) days duration may be worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. When two (2) shifts per twenty-four (24) hour period are worked: the first shift ("day shift") shall receive eight (8) hours' pay at the regular rate specified in this Agreement for eight (8) hours worked. The second shift ("swing shift") shall receive eight hours' pay at the regular rate specified in this Agreement for every eight (8) hours worked.

(b) THREE SHIFT WORK: When elected by the Contractor, multiple shifts of at least three (3) days duration may be worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. When three (3) shifts per twenty-four (24) hour period are worked: The first shift ("day shift") shall receive eight (8) hours' pay at the regular rate specified in this Agreement for eight (8) hours worked. The second shift ("swing shift") shall receive eight (8) hours' pay at the regular rate specified in this Agreement for every seven and one-half (71/2) hours worked. The third shift ("graveyard shift") shall receive eight (8) hours pay at regular hourly rate specified in this Agreement for every seven (7) hours worked.

6. When two or three shifts are in operation, men doubling over from one shift to another, due to emergency, shall be allowed a twenty (20) minute lunch break without loss of pay.

7. No man shall be allowed to work more than 8 hours in any 24 hours. No shift work shall be started without permission from a committee from each party to this Agreement.

8. On Election Day, all employees shall be given time off to vote in accordance with the requirements of State Law. This Agreement shall serve as notice by the employee to the Employer of request for time off to vote.

9. No overtime shall be worked except on multiples of one-half hours, such as: one-half hour, one hour, one and one-half hours, etc.

10. No scheduled overtime shall be allowed without prior written approval of the Union and the Association.

11. It is further agreed that laborers shall be allowed a full half-hour for lunch. In the event the Union believes that this Section is being abused by Contractor, it may petition the Joint Bargaining Committee for redress and the decision of the Joint Committee shall be final and binding upon all signatories to this Agreement.

ARTICLE X

ARBITRATION

Any disputes as to the proper interpretation of this Agreement shall be handled in the first instance by a representative of the Union and the Employer. In the event the dispute is not resolved it shall be referred within five days to the Business Manager of the Union and the Regional Representative of the Association. If the dispute remains unsolved it shall be referred to a committee consisting of two representatives of the Union and two representatives of the Association for conciliation.

Upon failure of the parties to settle the dispute through conciliation they shall jointly request the Federal Mediation and Conciliation Service or the New York State Board of Mediation to furnish a panel of five (5) names from which an arbitrator shall be selected.

The decision of the arbitrator shall be final and binding upon both parties.

Each party shall individually pay the expenses of its representatives and the Parties shall jointly share the fees and expenses of the arbitrator.

It is mutually agreed that there shall be no strikes authorized by the Union and no lockouts authorized by the Employer, except for refusal of either party to submit to arbitration, in accordance with this Article, or failure on the part of either party to carry out the award of an arbitrator.

In the event the Association declines to hear the dispute of a non-member of the Association, then the no-strike provisions of the preceding paragraph shall not apply with respect to such dispute.

ARTICLE XI

MORE FAVORABLE CONDITIONS

The Union agrees that during the life of this Agreement it will not grant any more favorable condition than contained herein to any Employer or Employers. The Union further agrees to require that all Employers not members of the Association sign a true copy of this Agreement as a condition of employing workers under the terms of this Agreement. Upon request of the Association, the Union agrees to show proof of compliance with this Article.

Should conditions other than those existing in this Agreement be extended by the Local Union, they will be reduced to writing and such conditions shall be extended by the Local Union to all bidders that are signatory to this Agreement and are bidding on the project.

ARTICLE XII

VALIDITY

If any provision of this Agreement shall violate any applicable statute or is held invalid by any court or governmental agency having jurisdiction such invalidity shall not affect the validity of the remainder of the Agreement.

ARTICLE XIII

LABOR-MANAGEMENT COMMITTEE

1. (a) The Labor-Management Committee is established under this Agreement. It shall be comprised of representatives of the Association, signatory Contractors and the Union.

(b) This committee shall meet quarterly with an agenda to discuss matters of mutual interest concerning this Agreement. Meetings of this committee may be called by any party with appropriate notice given.

(c) It is the intent that the Committee will provide effective means for improving communication between labor and contractors, and to help insure harmonious relationships on work performed under this Agreement.

2. The Union and Association will work towards establishing a jointly trusteed, governmentally registered apprentice program. As soon as such recognition is received under this or any other Union signed labor Agreement, the program shall be made available under and incorporated in this Agreement.

ARTICLE XIV

SAFETY AND HEALTH

1. The Employer shall provide and the laborers shall maintain clean and sanitary toilet and drinking facilities.

2. The Drug-Free Workplace Act of 1988 and other federal, state and/or owner rules and regulations will be complied with where applicable. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance (illegal drug), alcohol, or *being under the influence is prohibited. Violation of this* prohibition will result in disciplinary action up to and including termination.

Beyond the previous paragraph, the parties agree to a comprehensive drug and alcohol program (*optional with each Contractor*). Attached as an addendum is our "Fitness for Duty Program, Joint Labor-Management Uniform Drug/Alcohol Abuse Agreement". The cost of all testing shall be paid for by the existing Welfare Fund or Training Fund (if employee not eligible under Welfare Fund).

3. Contractor should conduct safety meetings, preferably weekly, before or after a workday, or during morning coffee break, 15-30 minutes per week on employee's own time.

4. The Training Fund will do more safety training.

5. The Union and the Employer agree that willful *neglect and failure* by an employee to obey safety rules, and regulations, or to obey safety rules, standards and regulations as prescribed pursuant to the Occupational Safety and Health act or other governmental regulation or legislation, or to use properly such safety devices or equipment as are provided by the Employer shall be just cause for discharge without

recourse to the grievance procedure of this Agreement.

6. An employee assistance program will be provided; paid for by the existing Welfare Fund or Training Fund (if employee not eligible under Welfare Fund).

ARTICLE XV

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION

The Contractor 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 non-discrimination in training, membership, employment, job tenure, promotions, and every other matter covered by such laws, codes, etc., not herein expressly mentioned.

He when used herein shall also mean she, and vice versa.

ARTICLE XVI

RESIDENTIAL

1. "Residential" work shall consist of one and two family homes, townhouses, or apartments, four (4) stories and under (plus basement).

2. The May 1, 2001, May 1, 2002, May 1, 2003, May 1, 2004, and May 1, 2005, wages and employee fringe benefits (Article VII, Section 1 and Article VIII, Section 4) will be based on 75% of the total Commercial-Building Agreement basic wage rate and employee fringe benefits in effect on those days.

3.

Residential Wage and Benefit Breakdown 2001-2005

Year	Wages	Pension	Welfare	Annuity	Admin./ Safety	Training	LECET	Total Package	Work Assessment	PAC
2001	$11.39	$2.03	$3.20	$2.00	$0.09	$0.40	$0.43	$19.54	5%	$0.10
2002	$11.88	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$20.30	5%	$0.10
2003	$12.63	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$21.05	5%	$0.10
2004	$13.38	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$21.80	5%	$0.10
2005	$14.13	$2.03	$3.20	$2.00	$0.11	$0.40	$0.68	$22.55	5%	$0.10

ARTICLE XVII

COLLECTION POLICY

Upon execution of the Contract and at the Employers' request the Union will submit a copy of the Collection Policy procedure to such Employer.

ARTICLE XVIII

DURATION OF AGREEMENT

1. This Agreement shall remain in full force and effect from May 1, 2001 to April 30, 2006, 11:59 PM.

It is agreed that the parties shall meet not later than sixty (60) days prior to expiration to consider future conditions.

2. This Agreement may be canceled by the Union or any Employer signatory to this Agreement as regards that Employer. All that is necessary is for the Union or Employer to write the other thirty (30) calendar days prior to the effective date of such cancellation. Such cancellation by either shall make this Agreement null and void between the Union and that Employer, but will not effect the rights of the Union, the Association or other Employers who remain signatory. The Union shall not have any right to cancel this Agreement if the Union has been affected by any restructuring, trusteeship, receivership, merger, or other action of the Laborers International Union of North America.

Should the Union or an Employer so cancel under this Agreement that Employer will not be entitled to sign this Agreement again during the life of this Agreement.

There shall be no other Agreements expressed or implied between the parties hereto other than hereinabove set forth in this Agreement.

The parties having discussed all terms and conditions relevant to this Agreement, there are no other changes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER

Thomas G. Helfrich

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 435

Robert Brown
Business Manager

Tom Plante
Business Representative

Thomas Hardy
Business Representative

James Williams
Business Representative

Jimmy Haynes
Training Director

COMMERCIAL - BUILDING AGREEMENT

We hereby accept the provisions of the above Agreement. The Union and the Company do hereby agree to abide by and enforce same.

_____
COMPANY NAME

_____
AUTHORIZED REPRESENTATIVE

_____
TITLE

_____
BUSINESS REPRESENTATIVE LOCAL 435

_____
DATE