

2004 - 2008

AGREEMENT

LABOR UNION DIVISION,
ROCKAWAY UNION
ASSOCIATION, INC.
COUNCIL OF TRADES AND INDUSTRIES
NEW YORK STATE CONFEDERATION, INC.

THE LABOR UNION DIVISION
OF THE COUNCIL OF TRADES AND INDUSTRIES
ROCKAWAY UNION
NO. 332
NEW YORK CITY

ROCKAWAY UNION
NO. 332
NEW YORK CITY

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ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into the 1st day of April, 2004, by and between the LABOR RELATIONS DIVISION-ROCHESTER REGION ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC., (hereinafter called the "Association") acting for and on behalf of its present and future members, as parties of the first part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 832 hereinafter referred to as "Union," as party of the second part, and shall continue in full force and effect through the 31st day of March, 2008, 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 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 at 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 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 Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates, and the Eastern part of Genesee (including the City of Batavia).
2. For the purposes of this contract the stated jurisdiction shall be unchanged for the term of this contract.

LOCAL NO. 832

BUSINESS REPRESENTATIVES

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James Kuhn	Town Line Rd.
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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. 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 President and C.E.O., AGC *within forty-eight (48) hours after Step 2.*

3. Arbitration: If Step 3 is not successful, the grievant shall request a list of seven (7) arbitrators from any one of the following sources: (1) the panel of 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 on the part of

the grievant 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. 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 con-

tention 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 all of 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), and 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, trans-

mission lines, duct lines, pipe lines, sewers, water mains, industrial sites (but excluding cement manufacturing plants and appurtenant work 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 materials 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 work day shall consist of eight (8) hours with one-half ($\frac{1}{2}$) hour for lunch. The starting time shall be set by the Contractor except that starting time shall not be changed from day to day. The work day must start no sooner than 5:00 a.m. nor later than 8:00 a.m. except as may be otherwise mutually agreed upon by the Employer and Union.

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 ($7\frac{1}{2}$) 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. (a) One and one half ($1\frac{1}{2}$) 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 and oilers shall be guaranteed forty (40) hours pay in a week Monday through Saturday. Actual hours worked to a maximum of ten (10) hours per day shall apply toward the forty (40) hour guaranteed pay. Premium pay in excess of the actual hourly rate of pay shall not apply towards the

forty (40) 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 7 below shall apply. When an employee is terminated or a job closes down, an employee shall receive eight (8) hours for each preceding day and a minimum, of two (2) hours or actual hours worked, whichever is greater for the day of shutdown.

(b) All work performed on Saturday shall be paid at the rate of time and one-half.

(c) If a man is called out to work, he is guaranteed the number of eight (8) hour owner mandated working days remaining between the day of hiring and Friday. Make-up time is based on the time lost after he starts work.

(d) If a man takes off on his own business, his guaranteed work week will be reduced by the number of hours or days off.

7. (a) If an engineer, maintenance engineer, or oiler 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 applicable guarantee.

8. During the period October 1 – June 1, 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 owner mandated working 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 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 (2) hours pay for Thursday. If an employee is called out to work on Saturday, the provisions of Section 7 above apply.

9. With respect to any project 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. Flextime shall not apply to Federal work covered by the Great Lakes Floating Agreement.

10. Four (4) ten (10) hour days may be worked at straight time during a week Monday through Friday, unless prohibited by law.

11. Single Irregular Work Shift: A single irregular work shift can start any time from 5:00 p.m. to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional \$1.75 per hour. Section 11 will be effective for work bid on or after September 1, 2000. 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.

ARTICLE VII **HOLIDAYS AND SUNDAYS**

1. Holidays are unpaid unless worked. Unpaid 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. If an engineer, maintenance engineer or oiler is ordered out to work on a Sunday or the following Holidays – Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, 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 plus actual hours worked at double time.

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.
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, except that an employee may be paid by check mailed within twenty-four (24) hours. If such check is not mailed within twenty-four hours, he shall receive two (2) additional hours at the straight time rate.
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, or maintenance men shall not be laid off on a pay day for any reason until they have received their pay.

5. An employee working a night shift shall be paid prior to the completion of the Thursday night shift.

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

1. For each Employer that employs seven (7) 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 eleventh (11th) 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 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. 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. Oilers would be required on a continuous basis on all Crawler or Lattice Boom Cranes over ninety (90) ton capacity and Hydraulic Cranes over one hundred fifty (150) ton capacity. However, oilers will not be required on Hydraulic Cranes over one hundred fifty (150) ton capacity after five days of operation. Any work involved in the moving or set up of a crane is the jurisdiction of the Operating Engineers. 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.

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 at the Class C rate. He shall receive the Class C classification rate for the entire day.

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 AND 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

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

ARTICLE XIII

STEWARD

1. 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 for the entire day.

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 work day 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 (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 action 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 XXVII – 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.

11. WORK AT HAZARDOUS WASTE SITE.

When an employer covered by this Agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished, and those employees use or wear required forms of personal protection, then in such case an employee shall receive his regular hourly rate plus \$2.50 per hour.

12. It is mutually agreed and understood 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 perform work under any such Project Labor Agreement shall be allowed to do so under the terms and conditions of this Agreement.

13. Certain conditions and problems (exclusive of wages and employee fringe benefits) may exist that are not addressed by this Agreement. It is therefore suggested that a pre-bid conference may be called by either party to discuss these special conditions. Should conditions other than those existing in this Agreement be extended by the union, they will be reduced to writing and such conditions shall be extended by the union to all bidders that are signatory to this Agreement and are bidding on the project.

14. It is mutually agreed that the parties will be part of UNICON, an area labor management organization and as such eight cents (\$.08) per hour will be deducted from the gross wage.

ARTICLE XV

OPERATION OF WELL POINTS

1. 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 work day 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 ($1\frac{1}{2}$) 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

PILEDRIVING 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) and work in any other capacity in the crew as directed. Piledriver 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 piledriving 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 \$.50 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

1. No employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.
2. The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.
3. Where the Employer has a Safety Committee on any job, one of the Employees who is a member of the Union shall be a party to such committee. The duties of the committee shall be determined by the Employer.
4. (a) The Employer and the union are committed to providing 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.
(b) Employees whose job performance is impaired by the use of alcohol or drugs create an unacceptable safety risk to themselves, co-workers and the public.
(c) Employees who violate the joint policy on substance abuse may be subject to discipline up to and including immediate discharge.

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 lock-out, 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

1. This Agreement shall remain in full force and effect from April 1, 2004 to March 31, 2008. 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, 2008, or sixty (60) days prior to March 31, of any year thereafter.

ARTICLE XX SAVINGS CLAUSE

1. 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 XXVII for each actual hour paid:

1. Engineers Joint Training Fund
2. Engineers Joint Welfare Fund
3. Engineers Joint Pension Fund

Such contributions are to be remitted to the proper above mentioned Funds, all of which are located at 101 Intrepid Lane, 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) The parties agree to implement a "Personal Account Plan" employee fringe benefit fund. It will be a legally constituted, separate jointly trustee fund, with trust provisions and Trustee eligibility similar to the existing Pension. It will be IRS approved, fully deductible to the Employer and non-taxable to the Employee. It will be funded at a set amount per employee per hour.

(c) It is further agreed that the Employers signatory hereto agree to contribute to the Engineers Central Pension Fund the proper amounts hereinafter set forth in Article XXVII for each actual hour paid.

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 Engineers Joint Welfare Fund, Engineers Joint Pension Fund, the Engineers Joint Training, Retraining, Skill Improvement, Safety Education and Apprenticeship Fund and the Engineers Central Pension Fund (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 or Policies, are hereby incorporated herein by reference as if fully set forth herein.

6. 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.

7. 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 reme-

dies 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 job-site 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 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. By mutual agreement, an Employer may subcontract to non-signatory specialty subcontractors, when the Employer has arranged a pre-award conference between the employer, subcontractor and 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) first year apprentice per project. The Union will be in compliance with D.O.T. specifications at all times.

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

(a) 0-1,000 hours – 60% of the C rate, plus full amount of the applicable fringe benefits.

(b) 1,001-2,000 hours – 65% of the C rate, plus full amount of the applicable fringe benefits.

(c) 2,001-3,000 hours – 70% of the B rate, plus full amount of the applicable fringe benefits.

(d) 3,001-4,100 hours – 75% of the A rate, plus full amount of the applicable fringe benefits.

ARTICLE XXIV **NON-DISCRIMINATION** **IN EMPLOYMENT**

1. 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 areas of one or more of the local unions party to this Agreement. The equipment involved is set forth below:

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

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 XXVII for each actual hour paid such employees.

2. No deductions shall be made for the dues deduction 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 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

WAGE RATES AND CLASSIFICATIONS

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

2. In the event that equipment listed under Article XXVII 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.

MASTER MECHANIC (guaranteed 40 hours per week – Monday through Friday).

Crane – all Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over. Crane wage rate will increase to one dollar (\$1.00) per hour over Class A rate.

CLASSIFICATION A:

Asphalt Paver
Automated Concrete Spreader (CMI Type)
Automatic Fine Grader
Backhoe (Except Tractor Mounted, Rubber Tired)
Belt Placer (CMI Type)
Blacktop Plant (Automated)
Cableway
Caisson Auger
Central Mix Concrete Plant (Automated)
Cherry Picker (over 5 tons capacity)
Concrete Curb Machine, Self-Propelled, Slipform
Concrete Pump
Crane
Cranes and Derricks (Steel Erection)
Dragline
Dredge
Dual Drum Paver
Excavator (All Purpose-Hydraulically Operated)
(Gradall or Similar)
Fork Lift (Factory Rated 15 feet and Over)
Front End Loader (4 cu. yd. and Over)
Head Tower (Sauerman or Equal)
Hoist (Two or Three Drum)
Holland Loader
Horizontal Directional Drill and Power Ram type
equipment
Maintenance Engineer
Mine Hoist
Mucking Machine or Mole
Overhead Crane (Gentry or Straddle Type)

Pavement Breaker (self-propelled) Wertgen; PB-4
and similar type

Pavement Profiler over 105 horsepower

Pavement Rubbleizer

Pile Driver

Power Grader

Quad 9

Quarry Master (or equivalent)

Scraper

Shovel

Side Boom

Slip Form Paver (If a second man is needed, he shall be an Oiler)

Tractor Drawn Belt-Type Loader

Truck Crane

Truck or Trailer Mounted Log Chipper (Self Feeder)

Tug Boat moving equipment or materials

Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired)

Bituminous Spreader and Mixer

Blacktop Plant (Non-Automated)

Blast or Rotary Drill (Truck or Tractor Mounted)

Boring Machine

Cage Hoist

Central Mix Plant (Non-Automated) and All Concrete Batching Plants

Cherry Picker (5 tons capacity and under)

Compressors (4 or less) exceeding 2,000 C.F.M. combined capacity

Concrete Paver (Over 16S)
Core Drill
Crusher
Diesel Power Unit
Drill Rigs, hydraulic Krupp type
Drill Rigs, Tractor Mounted
Fork Lift (Factory rated under 15 feet)
Front End Loader (Under 4 cu. yd.)
Hi-Pressure Boiler (15 lbs. and over)
Hoist (One Drum)
Horizontal Directional Drill Locator
Hydro-Axe
Hydro-Blaster, self-propelled, non-manually
operated
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
Mixer (for stabilized base self-propelled)
Monorail Machine
Pavement Profiler 105 horsepower and under
Plant Engineer
Pump Crete
Ready Mix Concrete Plant
Refrigeration Equipment (for soil stabilization)
Road Widener
Roller (all above sub-grade)
Sea Mule

Skid Steer Loader with attachments
Tractor with Dozer and/or Pusher
Trencher
Tugger Hoist
Vacuum Blasting Machine – self propelled,
non-manually operated
Vacuum Truck
Vermeer Type Saw
Welder
Winch
Winch Cat

CLASSIFICATION C:

A Frame Truck
Articulated Off Road Material Hauler
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
Deck Equipment Operator (Marine)

Electric Pump used in conjunction with well-point system
Farm Tractor with accessories
Fine Grade Machine
Form Tamper
Grout Pump
Gunité Machine
Hammers (Hydraulic self-propelled)
Hydra-Spiker, ride-on
Hydraulic Pump (Jacking system)
Hydroblaster (low pressure cleaning)
Light Plants
Mulching Machine
Oiler
Parapet Concrete or Pavement Grinder
Post Hole Digger and Post Driver
Power Broom (towed)
Power Heaterman
Power Sweeper
Revinius Widener
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
Tie Extractor, ride-on
Tie Handler, ride-on
Tie Inserter, ride-on
Tie Spacer, ride-on

Track Liner, ride-on
Tractor (with or without towed accessories)
Vibratory Compactor
Vibro Tamp
Well Drill
Well Point

It is understood and agreed that any employer signatory to this agreement may use the Excavating and Paving Agreement for private (non-posted) work without being required to sign the Building Trades Agreement.

3. Set forth below are the agreed upon wages, fringe benefit contributions, dues deductions and voluntary political action fund deductions.

Effective July 1, 2004 – June 30, 2005

	WAGES PER HOUR	WELFARE PER HOUR	PENSION PER HOUR	C.P.F. PER HOUR	PAP PER HOUR	TRNG. PER HOUR	UNICON PER HOUR	*DUES DEDUCTION	**VPAF PER HOUR
Master Mechanic	\$28.97	\$5.00	\$4.35	\$3.25	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Crane	\$28.71	\$5.00	\$4.35	\$3.25	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class A	\$27.71	\$5.00	\$4.35	\$3.25	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class B	\$27.00	\$5.00	\$4.35	\$3.25	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class C	\$24.14	\$5.00	\$4.35	\$3.25	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10

Effective July 1, 2005 – June 30, 2006

Master Mechanic	\$29.72	\$5.20	\$4.65	\$3.50	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Crane	\$29.46	\$5.20	\$4.65	\$3.50	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class A	\$28.46	\$5.20	\$4.65	\$3.50	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class B	\$27.75	\$5.20	\$4.65	\$3.50	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class C	\$24.89	\$5.20	\$4.65	\$3.50	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10

Effective July 1, 2006 – June 30, 2007

	WAGES PER HOUR	WELFARE PER HOUR	PENSION PER HOUR	C.P.F. PER HOUR	PAP PER HOUR	TRNG. PER HOUR	UNICON PER HOUR	*DUES DEDUCTION	**VPAF PER HOUR
Master Mechanic	\$30.47	\$5.40	\$4.90	\$3.80	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Crane	\$30.21	\$5.40	\$4.90	\$3.80	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class A	\$29.21	\$5.40	\$4.90	\$3.80	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class B	\$28.50	\$5.40	\$4.90	\$3.80	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class C	\$25.64	\$5.40	\$4.90	\$3.80	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10

Effective July 1, 2007 – June 30, 2008

Master Mechanic	\$31.22	\$5.60	\$5.20	\$4.05	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Crane	\$30.96	\$5.60	\$5.20	\$4.05	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class A	\$29.96	\$5.60	\$5.20	\$4.05	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class B	\$29.25	\$5.60	\$5.20	\$4.05	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10
Class C	\$26.39	\$5.60	\$5.20	\$4.05	\$1.50	\$0.95	\$0.08	-3.50%	-\$0.10

*Dues Deduction 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.

4. 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 \$1.75 per hour. Section 5 will be effective for work bid on or after September 1, 2000. 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.

5. The Union and/or the Association, during the term of the Agreement, reserve the right to review the performance of the multi-employer fringe benefit funds. Should the need arise, by mutual agreement, the parties may elect to re-allocate contribution to said funds.

6. The parties agree that the assignment of the articulated off road material hauler is subject to and shall be covered by the Construction Site Jurisdictional Agreement between the IUOE and IBT dated 5/12/2000. Contractors signatory to this Agreement that have prior assigned the jurisdiction for the articulated off road material hauler to the IBT shall not be required to assign this equipment to the Union.

ARTICLE XXVIII

DRUG/ALCOHOL ABUSE POLICY

1. Any employee who is involved in an on the job accident or whose behavior on the job suggests impairment by alcoholic beverages, drugs or controlled substances, may be requested to submit to a confidential medical examination, including a drug/alcohol screen, at a pre-designated and approved facility. If the examination confirms the use of alcohol, drugs or the unauthorized use of controlled substances, the employee will be subject to corrective action up to and including discharge. Refusal to submit to testing is insubordination and will be treated as any other act of insubordination, i.e., corrective action up to and including discharge.

ARTICLE XXIX

BONDING

1. An Employer may be required to provide a bond or other collateral/security if it has not been signatory to this Agreement for at least two (2) years or it has not had two (2) years of covered employment requiring payment of contributions to the employee benefit plans identified in Article XXI of this Agreement. The bond or other collateral/security will be in the amount of twenty-five thousand dollars (\$25,000.) or in such other amount as the Trustees of the employee benefit plans may determine to be appropriate in the circumstances.

ARTICLE XXX

COMPLETE AGREEMENT

1. 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 Union
Local 832

Thomas E. Charles

For the LRD/AGC
Rochester Region

AJ Castelbuono

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 ROCHESTER REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC. (hereinafter called the "Association") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 832 dated the 1st day of April, 2004, 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 the 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

**Operating Engineers
Local No. 832**

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 ROCHESTER REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC. (hereinafter called the "Association") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 832 dated the 1st day of April, 2004, 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 the 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

**Operating Engineers
Local No. 832**

By: _____ Authorized Representative

Date: _____

LRD/AGC COPY (LOCAL 832)