

OPERATING ENGINEERS

**BUILDING
AGREEMENT
BETWEEN**

“THE ASSOCIATIONS”

AND

LOCAL NO. 158

OF THE

**INTERNATIONAL
UNION OF
OPERATING ENGINEERS**

MARCH 1, 2019 - FEBRUARY 28, 2023

**NOTE: Revisions, if any, will be
printed in the back of the book.**

**OPERATING ENGINEERS
BUILDING AGREEMENT
BETWEEN**

**“THE ASSOCIATIONS”
representing**

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**and the
International Union of Operating Engineers Local No. 158**

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**AGREEMENT
THE ASSOCIATIONS
AND
OPERATING ENGINEERS LOCAL NO. 158**

Expiration Date: February 28, 2023

PREAMBLE

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 avoidable delays and the result through them to the Employer of costs and expense and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers, to provide as far as possible for the continuous employment of labor, to provide that employment as hereunder shall be in accordance with conditions and wages herein agreed upon, and by reason of this Agreement and the purpose and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder, and further to establish and set up the necessary procedures 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.

TERRITORIAL JURISDICTION

The territorial jurisdiction covered by this Agreement includes the following counties: Albany, Allegany, Cayuga, Chemung, Clinton, Columbia, Cortland, northern part of Dutchess (to the northern boundary line of City of Poughkeepsie then due east to Route 115 then north along Route 115 to Bedelt Road then east along Bedelt Road to Van Wagner Road then north along Van Wagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut), Essex, Franklin, Fulton, eastern part of Genesee (including Batavia), Hamilton, Herkimer, Greene, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tompkins, Warren, Washington, Wayne and Yates.

A separate Agreement with wage and fringe benefit rates apply in Broome, Chenango, and Tioga counties. For more information, contact Daniel McGraw, Business Manager, Operating Engineers Local No. 158, (518) 431-0600.

DECLARATION OF PRINCIPLES

Both Parties to the Agreement believe that a uniform Agreement covering building construction and work incidental thereto in the geographical jurisdiction of the Union will further the interest of the Industry, and further believe that such a uniform Agreement contains the following principles:

1. That there should be no limitation to the amount of work an employee shall perform during his work day, it being understood that the worker shall perform a fair and honest day's work consistent with all productive efforts.
2. That there shall be no restriction of the use of machinery, tools and appliances.
3. That no person shall have the right to interfere with the Employer during working hours.
4. Require all employees to observe the Contractor's and/or owner's rules and regulations including, but not limited to, safety, drug testing, cell phone use, smoking, break time, etc.
5. The Union will encourage, advise, and direct the employees to exhaust every effort, ways and means, to perform work of good quality and quantity.
6. The Union will dispatch employees to meet Employer requests for proper OSHA qualifications.

ARTICLES OF AGREEMENT

This Agreement, effective March 1, 2019, by and between the Eastern Contractors Association, Inc., Construction Employers Association of CNY, Inc. and Construction Industry Association of Rochester, NY, Inc., hereinafter referred to as the party of the first part, and Local Union No. 158 of the International Union of Operating Engineers, hereinafter referred to as the party of the second part, shall continue in full force and effect for a period of forty-eight (48) months to February 28, 2023.

Should either party to this Agreement give notice of desiring changes on or before January 1, 2023 a meeting will be held within ten (10) days for the purpose of adjustment. In the event that no changes are

requested by either party to this Agreement, then it shall continue in full force and effect for another year with the same provision as to the date for making request or changes.

Scope of Agreement: The terms of this Agreement shall apply to all construction operations within the contract limit lines for the construction, erection, repair and demolition of buildings or building-type structures including, but not limited to, site work, school sites, athletic fields, Olympic training facilities, wind generating facilities and the preparation of the job site for that purpose. Also, commercial, industrial, institutional and military building project sites will be included. The job site shall be considered the area surrounding the job generally accepted as being part of the prime contract, under its control during construction.

This Agreement and working conditions are established and regulated only by the terms of this Agreement.

ARTICLE I WORK JURISDICTION

Section 1. All hoisting engines, portable engines and boilers on building and construction work when operated by steam, gasoline, diesel oil, compressed air or electricity, robotics, including pumps, siphons, pulsometers, concrete mixers, stone crushers, elevators and trucks and automobiles, where used for hoisting building materials, air compressors, welding machines, road rollers, clam shell buckets, cableways, power shovels, pile drivers, dinky locomotives or any other machine irrespective of its motive power, shall be operated by an engineer.

Section 2. Maintenance engineers include repairmen, mechanics, blacksmiths and welders, who repair and maintain all classes of equipment on job, including repairing vibrators, tampers, etc.

Section 3. 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 any day and start of work the following day.
- c. On Saturdays, one (1) employee for one (1) shift of eight (8) hours at time and one-half (1 ½) times the regular rate.
- d. On Sundays, one (1) employee for one (1) shift of eight (8) hours at double the regular rate. Single employee during non-productive hours covers two (2) systems. One (1) employee covers one (1) shift during Saturday and Sunday. One (1) employee covers two (2) well-point systems within reason.

Section 4. All work heretofore recognized as being within the jurisdiction of the Union shall continue to be the jurisdiction of the Union notwithstanding any inconsistent provisions contained in other Agreements executed by the contractor or Employer.

Section 5. It is understood that all machines and equipment now or heretofore operated by Engineers, even if not specifically listed above shall continue to be operated by Engineers. It is further understood that new types of equipment or machines used as a substitute for any of the machines set forth above or any refinements of the same shall also be operated by an Engineer. If new equipment is to be used on a project and is not specifically covered below under "Classifications," then a meeting will be held within 72 hours and the rate and manning requirements agreed to.

In the event that equipment listed below under "Classifications" 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.

Section 6. Hands-off equipment shall not be manned. In the event the Employer desires to man this equipment, it shall be the work of the Union. The maintenance and repair of all hands-off equipment shall be the work of the Union. Hands-off equipment includes heaters, compressors, pumps, welding machines, dust collectors, light plants, generators, conveyors, stud welders and inside elevators (when manual).

**ARTICLE II
EMPLOYMENT OF WORKERS AND UNION SECURITY**

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

Section 2. If an engineer regularly employed fails to show up for work morning or afternoon, without giving notice, the Employer may then employ anyone to act as engineer until the engineer is furnished.

Section 3. Engineers and oilers shall not quit their jobs without giving forty-eight (48) hours notice to the Employer and the Business Representative.

Section 4. It is further agreed that an employee who is not an engineer shall not touch engines at any time unless an engineer is unavailable.

Section 4. The Job Steward, appointed by the Union, shall be the last man on the job and shall not be removed for any reason without the consent of the Union.

Section 5. The party of the second part agrees to give the party of the first part preference in supplying engineers and oilers when there is an excessive demand for their services.

Section 6. The Union shall be allowed to visit the jobsites of the Employer. Employers will assist in obtaining clearance into plant facilities for access to the jobsite for the Union, if possible.

Section 7. The Union agrees to obtain insurance certificate(s) and indemnification if required by the owner for the project prior to conducting site visits.

**ARTICLE III
ASSOCIATIONS SECURITY**

Section 1. Each Association shall be the bargaining unit for all Employers in its geographic region bound by the Agreement.

Section 2. No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the affected Associations and the Union.

Section 3. The affected Associations shall be a party to any and all local negotiations regarding Project Labor Agreements when the Union is involved, provided the Owner agrees.

Section 4. The Associations shall furnish lists of all existing and newly designated operating engineer contractors to the Union.

**ARTICLE IV
HOURS OF WORK AND OVERTIME**

Section 1. Normal work day shall consist of eight (8) hours with one-half (1/2) hour for lunch. The starting time shall be set by the Contractor except that starting time shall not be changed from day to day. The work day must start no sooner than 6 a.m. nor later than 8 a.m.

- a. All hours worked in excess of 8 hours in one day shall be paid at 1.5x their applicable rate of pay.
- b. All hours worked in excess of eight (8) hours in a 24 hour period shall be paid at applicable OT rate (unless a 4-10s schedule is being worked)
- c. All hours worked prior to the designated start time shall be paid at 1.5x or the applicable OT rate.
- d. All hours worked on a Saturday shall be paid at 1.5x the applicable hourly rate of pay.
- e. All hours worked on a Sunday shall be paid at 2x the applicable hourly rate of pay.
- f. All hours worked on designated holidays shall be paid at 2x the hourly rate of pay plus 8 hours of straight time.
- g. All time worked during the designated lunch period, shall be paid at the applicable OT rate.

Section 2. On operations requiring two (2) shifts, the first shift shall work eight (8) hours and receive eight (8) hours pay, and the second shift shall work seven and one-half (7½) hours and receive eight (8) hours pay. 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.

- 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 (7½) hours duration, and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay.
- b. On three (3) shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shift.

Section 3.

- a. On multiple shift work, the work week shall start not earlier than 5 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 before designated start time shall be paid at applicable OT rate.

Section 4. Engineers are to start hoisting fifteen (15) minutes before the regular starting time if, in the judgment of the Employer, it is necessary to hoist material in order that masons may start at the regular working hour; it being understood, however, that no engineer will be required to work more than the regular work day as in Section 1.

Section 5. If an employee is ordered out on a Saturday, Sunday or Holiday, and his/her services are not used, he/she shall be paid as follows:

For reporting, but not starting, he/she shall receive two (2) hours' pay at the appropriate overtime rate. If such employee reports to the job and works in excess of two (2) hours, he/she shall receive four (4) hours' pay at the appropriate overtime rate.

If such employee works in excess of four hours, he/she shall receive pay for actual hours worked at the appropriate overtime rate.

Section 6: Junior Engineer/Oilers and maintenance greasemen shall service 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.

**ARTICLE V
PREVAILING RATES-HOLD HARMLESS CLAUSE**

In the event that the prevailing posted rates and conditions set forth in specifications for governmental or related projects which are subject to prevailing rate statutes are less than the rates and conditions set forth in the Agreement, then the prevailing rates and conditions in the project specifications shall control and rates and conditions in the Agreement shall be superseded.

**ARTICLE VI
WORKING CONDITIONS**

Section 1. There shall be unlimited changes of machines on all jobs. In the event of a change lasting more than 2 hours, the operator shall receive the rate of the higher machine for the entire day.

Section 2. Where engineers and mechanics are required to have tools on the job, said tools shall be insured against loss by fire, by the Employer, who shall also provide a suitable place for storing said tools.

Section 3. It is agreed that all machines shall be provided with suitable cover from danger and weather.

Section 4. Piledriver crew to be two (2) operators at Class A (Districts 545), Appropriate Crane + Class A (District 832) or Class A1 (District 106) rate who shall cover any combination of equipment related to piledriving operations. By mutual agreement between Union and the Employer one (1) operator would be required.

Section 5. For an Engineer or Oiler reporting to work who is required to move to another location with his machine and completes his day's work at the new location, the Engineer or Oiler will be given an opportunity and means of obtaining his car if it was left at the original location where he reported for work. It is understood that during the time the employee is afforded to obtain his car, the machine will continue in production. In the event the employee has not been given the opportunity to get his car, or have his car brought to him, or the Employer does not provide transportation back to the original point by 4:30 p.m., the Engineer or Oiler will be entitled to the wages as prescribed herein until such time as he is returned to the original report location.

Section 6. The Employer shall obtain and keep in force public liability insurance for property damage and bodily injury in sufficient amounts as to provide protection or coverage for third party actions arising out of accidents occurring within the scope of the employment of his employees. Upon receipt of a summons and/or complaint involving a third party action arising out of an accident which occurred within the scope of an employee's employment, the Employer shall provide the employee with a defense to such litigation and pay the cost thereof.

Section 7. 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.

Section 8. Free movement of all Local No. 158 Engineers from existing projects to existing projects within the entire geographical area of Local No. 158. Once a pre-job conference has been called for, a new project will be considered an existing project.

Section 9. If an employer chooses to pay an employee for time used to perform drug tests, physicals or orientations, they shall be paid at the appropriate classification rate for which they are being employed.

Section 10. Employees to be paid weekly on the job at closing time on Friday. Not more than five (5) days pay shall be held back. Employees laid off, discharged for disciplinary reasons or employees leaving work on their own accord shall be paid on the next regular pay day. An employee is entitled to two (2) additional hours at straight time rate if the employee is not mailed their check by the next regular pay day. For mailed checks, postmark or other receipt is proof of timely payment.

All payroll deductions and records of hours worked shall be itemized on detachable check or payroll envelope stub. Employers name will appear on payroll stub.

Section 11. Transportation of cranes from yard to yard when purpose is delivery only by one man - if crane requires activating during transportation (i.e.: swinging or lowering of boom) it shall be by an engineer.

ARTICLE VII HAZARDOUS WORK SITES

Work at hazardous work sites when an employee covered by this agreement performs hazardous waste removal work on a state and/or federally designated waste site with a Level C or over rating 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 two dollars and fifty cents (\$2.50) per hour. Qualifier: If the New York State prevailing wage applies, if the federal rates are posted then they shall apply.

ARTICLE VIII MASTER MECHANIC/CRAFT FOREMAN, ASSISTANT MASTER MECHANIC

Master Mechanic/Craft Foreman will be employed per job per Employer when there are seven (7) engineers (excluding Oilers) employed. However, at the discretion of the Employer the Master Mechanic/Craft Foreman will have complete mobility among jobs. Master Mechanic/Craft Foreman will operate equipment at the discretion of the Employer until such time as the 9th engineer is employed. At such time Master Mechanic/Craft Foreman will assume Master Mechanic/Craft Foreman duties only. The Master Mechanic/Craft Foreman shall be paid at least two dollars (\$2.00) per hour above the Class A rate. If and when fifteen (15) engineers are employed by a single contractor on a project, an Assistant Master Mechanic shall be employed. He shall be paid at least one dollar (\$1.00) per hour above the Class A rate.

ARTICLE IX OILER

Oilers shall be productive. When requested, oiler shall possess legitimate required qualifications such as signaling and rigging certifications, CDL, OSHA 10 Hour certification.

See area appendices for manning requirements.

By mutual agreement, the oiler requirements may be waived.

**ARTICLE X
APPRENTICE TRAINING**

Section 1. It is the mutual intention of the parties that the Fund referred to in Article XVII of the current Collective Bargaining Agreement includes, encompasses and provides for the conduct of an Apprentice Training Program. This program will be administered in accordance with all applicable Federal and State laws, rules and regulations.

Section 2. The number of apprentices per project shall be determined at the pre-job meeting. Only one (1) first year apprentice per project.

Section 3. Schedules of wages for apprentices can be found in the appropriate area appendices.

Section 4. All apprentices shall be drug and alcohol tested prior to being accepted into the apprenticeship program.

Section 5. The Union and the Employer agree that it is important to provide opportunities for training of future Operating Engineers. Employers are encouraged to utilize apprentices in all aspects of the trade.

**ARTICLE XI
HOUSING AND REHABILITATION**

Section 1. Work Covered by this Article

- a. This Article shall apply to all rehabilitation work on residential structures. For the purpose of this Article, 'rehabilitation' shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use.
- b. On new housing this Article shall be applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.
- c. Any work which is not specifically set forth in Section 1, A and B, above shall not be covered by this Article, but, instead, shall be covered by and performed pursuant to the standard collective bargaining agreement between the Employer Association and Union.

Section 2. Hours of Work

- a. The regular work week of the employees shall be between 7:00 a.m. Monday through Friday, to 5:00 p.m., consisting of a five-day week. The starting time schedule shall be declared at the beginning of the job. The regular working hours each day from Monday through Friday shall be eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. with one-half (½) hour off for lunch between the hours of 11:00 a.m. and 1:00 p.m. By mutual consent of Employer and Union, an employee may work on the Saturday following the Friday of the work week. Work performed on a Saturday, shall be paid at straight time provided that less than 40 hours work was performed during the week, because of time lost due to inclement weather. No employee is obliged to work make-up time and is not subject to discharge for refusing same. All employees on a particular building crew shall have the opportunity for make-up time. Make-up time applies to work lost due to inclement weather only. (Shall be at the hourly rate.)
- b. Work earlier than 7:00 a.m.: If an earlier starting time is desired, it shall be at the discretion of the Employer and the Union.
- c. Any overtime work performed, outside of the regular work day or work week as specified in this Article, shall be performed by employees covered under this Article. First preference for overtime work shall be given to employees on the specific project.

Section 3. Overtime and Holidays

- a. All work performed in excess of eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; all work performed before 7:00 a.m. and after 5:00 p.m., Monday through Friday; all work performed from 5:00 p.m. Friday to 7:00 a.m. Monday; and all work performed on New Year's Day, Independence Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid for at one and one-half (1½) times the Employee's hourly rate of pay.
- b. No work on Labor Day:
No work shall be performed on Labor Day except to save life or property, and then shall be paid at the double time rate.

Section 4 Hourly Wage Rate

The minimum straight hourly wage rate of all employees performing work on Housing and Rehabilitation shall be the "C" rate in District 106 & 545 (Albany and Syracuse) and the "Class 3" rate in District 832 (Rochester) with total fringe benefits of 25% less than the standard collective bargaining agreement between the Employer Association and Union.

ARTICLE XII

SMALL COMMERCIAL AND SNOW REMOVAL

Small Commercial: On all commercial projects valued at \$6,000,000 or less and/or industrial projects valued at \$6,000,000 or less, the minimum straight hourly wage rate of all employees shall be the "C" rate in District 106 & 545 (Albany and Syracuse) and the "C" E+P rate in District 832 (Rochester) with total fringe benefits of 25% less (fringe benefit schedule provided by the Union) than the commercial rate.

The Employer is to notify the area business agent office when this work will occur. Such projects shall be single contract, or in the alternative, contracts for general construction. This wage scale shall apply to the general contractor and his subcontractors signatory to this agreement whose contracts jointly do not exceed the \$6,000,000 and/or \$6,000,000 limitation. In the event a multiple-contract system is used by the owner client, those subcontractors not signatory to this agreement, whose contracts may or may not be assigned to the general contractor, shall be excluded in determining the \$6,000,000 and/or \$6,000,000 limitation. The signed contract with the owner-client shall determine the dollar amount under this clause. Phased construction exceeding \$6,000,000 and/or \$6,000,000 total to be performed in sequence without each phase being subject to call for bids shall not be considered within the confines of this agreement. Construction management or time and material contracts must contain an upset price within the \$6,000,000 and/or \$6,000,000 limitation. However, if Bricklayers and Allied Craftsmen, Carpenters, Laborers, and Teamsters do not work at this rate or its equivalent on a project, the Operating Engineers rate shall be the commercial rate for that project.

Commercial projects valued at over \$6,000,000 – the Small Commercial rate will be applied by mutual agreement on a job-by-job basis.

Industrial projects valued at over \$6,000,000 – the Small Commercial rate will be applied by mutual agreement on a job-by-job basis.

The above article does not apply to any work in shopping centers. This article is subject to review after one (1) year.

There are special conditions regarding the employment of union tradesmen and use of union subcontractors relating to the above. Please call the appropriate area Association for information concerning these conditions.

Snow Removal - Snow Plowing: The snow removal rate on existing roads and parking facilities other than construction sites shall be the Class B rate and no fringe benefits. An eight (8) hour shift may be worked during any twenty-four (24) hour period (Saturday and Sunday included). Any time worked in excess of eight (8) hours will be at the appropriate overtime rate.

ARTICLE XIII

INSURANCE COVERAGE

The Employer shall protect employees with Workers' Compensation and Disability Insurance, Social Security and Unemployment Insurance, the Employer shall protect employees by promptly complying with any and all laws, ordinances, order, rules and regulations of any and all municipal, county, state and federal authorities, boards, commissions, and agencies relating to either the employment or protection of employees or both.

ARTICLE XIV

JURISDICTIONAL DISPUTES

Section 1. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by International Agreements with other crafts, awards made by the AFL-CIO or the Building and Construction Trades Department, awards contained in the "Green Book" or as a result of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes.

Section 2. In recognition of these jurisdictional claims, it is understood that the initial assignment of work, the settlement of jurisdictional disputes with other Building Trades organizations, shall be strictly in accordance with the procedure established by the *Impartial Jurisdictional Disputes Board* or any successor agency of the Building and Construction Trades Department.

Section 3. When a dispute arises, it shall be submitted to the *Impartial Jurisdictional Disputes Board* for settlement with the plan adopted by the Building and Construction Trades Department of the AFL-CIO. The parties hereto further agree that they will be bound by the award or decision of the Board and will immediately place same into effect and assign the work in accordance with the Board's award or decision.

Section 4. There shall be no work stoppage because of jurisdictional disputes.

Section 5. The Union agrees to hold the Employer free and harmless from any cost incurred or resulting from any adjudication resulting from any claim that the Employer assigned work in violation of, or contrary to, the requirements imposed upon him by the provisions of this contract dealing with work jurisdiction.

ARTICLE XV SUBCONTRACTING

Section 1. The signatory Employer subletting any portion of a job or work on a job site, must, as a condition preceding such subletting, direct the Subcontractor employing Operating Engineers to meet with the representatives of the Union for the purpose of complying with the provisions of this Agreement for such work.

Section 2. The signatory Employer agrees that when subcontracting work covered by this Agreement, which is to be performed within the geographical area covered by this Agreement, and at the site of construction, alteration, painting or repair of a building, structure, road or other work, he will subcontract such work only to a signatory Employer or person who is a party to or signatory to this Agreement. However, the signatory Employer shall not require the Subcontractor to change jurisdictional assignments or historic practices of his trade or company in this geographical area. Equally, this Section 2. shall not apply where the Subcontractor(s) is or are assigned to the signatory Employer, and in those instances where the signatory Employer has no control over the selection of the Subcontractor(s), or where the signatory Employer has no privity of contract with the Subcontractor(s), or where the company's employees are represented by another Union who is affiliated with the AFL-CIO or Teamsters Local No. 294 in this geographical jurisdiction. It being understood and agreed that it is the responsibility of the Union party to this agreement to obtain the signature of the Subcontractor(s) to the applicable collective bargaining agreement or to otherwise organize the employees of the Subcontractor(s).

Section 3. If it is found that such Subcontractor is not complying with paragraph 2 above, in providing the wages, hours, fringe benefits and working conditions of this Agreement, the Union shall give the signatory Employer forty (40) hours' notice in writing that the Subcontractor is in noncompliance.

Section 4. Upon such notification, the signatory Employer shall be responsible for payment to such Subcontractor's employees for wages, fringe benefits, and for providing conditions of this Agreement. It being understood and agreed that this is the sole remedy available, and that no punitive damages shall be demanded.

Section 5. Responsibility of the signatory Employer for loss of wages, fringe benefits, and for providing conditions shall be limited to the amount of monies due to such Subcontractor by the signatory Employer as of the date of the written notice.

- a. The Unions, the association, and the signatory Employer agree that this subcontracting clause can only be enforced by the Union through the grievance and arbitration provisions of this contract and, if necessary, appropriate court action to enforce a grievance or arbitration award. It is specifically agreed by the Union that it will not take any economic action to enforce said clause or any grievance awards, arbitration awards, or court orders or judgments, pertaining to this subcontracting clause or violations of it by the signatory Employer.

Section 6. Any provisions in this Agreement which are in contravention of any Federal or State laws affecting all or part of the terms of this Agreement shall be suspended in operation within the limits required by said laws. Such suspension shall not affect the operation of any such provisions or parts thereof to which the laws are not applicable. In the event 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 negotiate a new section, or portion thereof, which shall be valid and which shall replace that section, or portion thereof, declared invalid.

Section 7. Employer may subcontract to non-signatory specialty contractors including, but not limited to, by mutual agreement, the following examples: clearing, boring, vibroflotation, well drilling, seeding and planting.

**ARTICLE XVI
ARBITRATION**

Section 1. In the event of any dispute, disagreement, or grievance, said dispute, disagreement or grievance shall be adjusted as follows (disputes, differences, or grievances arising out of assignment of work under this Agreement and involving unions not stipulated to the National Joint Board for the Settlement of Jurisdictional Disputes shall be subject to arbitration):

- a. Between the Business Agent or authorized representative of the Union and the Employer or an authorized representative.
- b. If the dispute is not settled as provided for above, it is agreed that a Joint Board of Arbitration composed of equal numbers shall be established within three (3) working days, one half (½) of whom shall be appointed by the Union and one-half (½) of whom shall be appointed by the Association, and a decision rendered within five (5) working days.
- c. In the event the Board fails to arrive at a solution, one additional member shall be chosen by the members of the above Board within three days and the dispute shall be decided by this additional member whose decision shall be final and binding. This additional member shall be selected from lists supplied by the Federal Mediation and Conciliation Service. It is agreed that pending the decision upon any dispute or grievance, work shall be continued and there shall be no strikes or lockouts, work stoppages, or slowdowns. The refusal of the Employer to proceed under this Article shall not abridge the right of the Union to strike. The expenses and fee, if any of the arbitrator shall be borne by the Construction Industry Advancement Program.

Section 2. Violations concerning wages, hours, or fringe benefit contributions shall not be subject to the arbitration provisions of this Article. The Health Fund, Pension Fund, S.U.B. Fund, Training Fund, and Central Pension Fund, and all other Funds identified in this Agreement are not bound by the grievance and arbitration procedure of this Agreement: they may proceed with any and all avenues and remedies they deem appropriate to collect a delinquency or enforce an Employer's obligations.

Section 3. Any decision by the Joint Board as provided for in Article XV, Section 1-B, for which no penalty is provided shall be subject to review by an arbitrator as provided for in Article XV, Section 1-C.

**ARTICLE XVII
MOST FAVORED NATIONS**

Section 1. Should the Union at any time hereafter enter in an agreement with any Employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions, provided the Employer, through the Association, has sent written notice to the Union calling the matter to its attention.

Section 2. This clause shall not apply to isolated or emergency situations which may occur from time to time under regular job conditions.

**ARTICLE XVIII
FRINGE BENEFIT FUNDS**

The Trustees of Upstate New York Engineers Pension Fund adopted a Rehabilitation Plan on June 7, 2010. Thereafter, the Trustees of the Upstate New York Engineers Pension Fund provided to the parties the schedules adopted as part of the Rehabilitation Plan. The parties have negotiated and have adopted the schedule designated in the Rehabilitation Plan as the Preferred Schedule. That schedule is incorporated by reference into this collective bargaining agreement. Pursuant to such schedule, the parties, in addition to agreeing to the revised benefit structures set forth therein, also agree to contributions to the Upstate New York Engineers Pension Fund as provided for in this agreement, which amounts are no less than those referenced in the Preferred Schedule.

Any and all additional pension fund allocations are included as part of the negotiated increases as per the appropriate appendices. Note that this Agreement requires a certain amount of contributions to the Upstate New York Engineers Pension Fund (referenced as "UNYE Suppl." in the appendices) be non-benefit bearing and be used solely to improve the funding of the Fund. "Non-Benefit Bearing Contributions" means the contributions are excluded from the determination of a Participant's Accrued Benefit.

A delinquency list shall be circulated on a monthly basis to the parties of this agreement.

Section 1. The Upstate New York Engineers Health Fund, Upstate New York Engineers Pension Fund, Upstate New York Engineers Training Fund, Local 106 Training and Apprenticeship Fund and the Central Pension Fund and the Administration and Safety Programs (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.

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 Policy, and the Mistaken Contribution Policy, as if said Agreements and Declarations of Trust of the Funds and Policies were fully set forth herein and made a part thereof.

Section 2. It is agreed that each Employer shall contribute the amount shown in the appropriate appendices per hour for each hour worked by Employees covered by this Agreement. See District 106 appendix for additional provisions requiring fringe benefit payments. Such contributions are to be paid to the Funds established pursuant to this and other agreements negotiated between Employers and local unions of the International Union of Operating Engineers.

Section 3. Employer irrevocably designates as his representatives among the trustees of said fund such trustees as are named in said Agreement and Declaration of Trust as Employer trustees, together with their successors, selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

Section 4. For all intents and purposes of this Article, the Union, the Funds and any affiliated funds shall be considered a participating and contributing Employer, so that it may contribute to the Fund for its salaried Employees, so that the Employees may enjoy the benefits of this fund and be covered thereunder.

Section 5. Title to all the monies paid into and/or due and owing to the Health Fund, Pension Fund, Training Fund, and Central Pension Fund, and all other Funds identified in this Agreement shall be vested in and remain exclusively in the Trustees of those Funds; unpaid, outstanding and withheld contributions constitute plan assets.

IUOE NATIONAL TRAINING FUND

The employers signatory to and bound by this agreement hereby agree to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$.05 (five cents) per hour for each hour worked to all employees whose compensation is covered by this agreement.

Each employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the local union fringe benefit fund administrator, under the same terms and at the same time as the other local union fringe benefit fund contributions are made under this agreement.

Each employer signatory or otherwise bound to this agreement agrees to become party to the current Agreement and Declaration of Trust Establishing the International Union of Operating Engineers National Training Fund and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto. Each employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training Fund, together with all actions taken by the Board of Trustees within the scope of its authority. Each employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

ADMINISTRATION AND SAFETY PROGRAM

Section 1. Each Employer shall pay to the Administration and Safety Program in the appropriate area the amount shown with the fringe benefit payments described above.

Section 2. The Associations each agree to establish individual Administration and Safety Programs for the purpose of meeting all costs to the Associations of conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in their individual areas for the benefit of all employees and employers performing work in said area. The activities to be financed by the funds of the Administration and

Safety Programs may include any legitimate activity not specifically prohibited below. The various Boards of Directors of the Associations in accordance with their By-Laws, shall administer the funds of the Administration and Safety Programs.

Section 3. Anything contained herein to the contrary notwithstanding, there is specifically excluded from the purposes of the Administration and Safety Programs the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize employers during periods of work stoppage or strike.

Section 4. Upon termination of payments allocable to the Administration and Safety Programs by reason of the expiration of the 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 fund of the Administration and Safety Programs shall not be distributed among any Employers, or to the Union, but shall be held by the individual Associations, which shall continue to administer and expend such assets and fund for the purposes, and subject to the conditions set forth in this Section 3.

Section 5. An Employer in violation of this clause and delinquent in remitting monies to the Administration and Safety Program is liable for interest and liquidated damages of the unpaid and untimely paid monies, attorneys' fees and costs, and other costs and expenses incurred and arising in the collection of the delinquency at the rate set by the Joint Benefit Fund Collections Policy.

Section 6. The Associations are a third-party beneficiary of this Collective Bargaining Agreement, to the extent of the employer's obligation to pay contributions for the Administration and Safety Program (ASP).

See individual appendices for amounts.

DUES ASSESSMENT

Section 1. Employers bound by this Agreement agree to deduct the appropriate amount (as specified in Article V, Wages) for all Employees covered by this Agreement who have submitted a signed Employee Assessment Deduction Authorization as hereinafter set forth (not including initiation fees, fines or special assessments), while said Employee Assessment Deduction Authorization is in effect and has not been duly revoked.

Section 2. The Local Union will provide the Employee Assessment Deduction Authorization forms.

Section 3. The Union will secure the employee's signature to said form and deliver same, duly witnessed, to the Association. The Union shall be fully responsible for the validity of the authorization and agrees to reimburse the Employers for any deduction for Employees Assessment made and paid over to the Union which may later be held to have not been authorized by the employee or which may constitute illegal deductions and the Union agrees to indemnify and hold harmless the Associations and the Employer against any loss or claims for damages resulting from the deduction aforesaid and against any award, judgment, loss or expense arising out of any claim made against the Association and/or the Employer because of such deduction. No deduction shall be made for Employee Assessment for any such employee unless the employee or Union has deposited with the Association his copy of an executed Employee Assessment Deduction Authorization form. Neither the Association nor the Employer assumes any obligation with respect to the obtaining of Employee Assessment Deduction Authorization cards, it being understood that this is a duty and obligation of the Union.

Section 4. With respect to any such employee for whom an Employee Assessment Authorization card has not been furnished, the gross basic wage rate appearing herebefore shall be paid to the man with no deduction. Employee assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards. It is understood and agreed that the Association shall not be responsible legally or otherwise, for any delinquents, defaults, or violations of this Article on the part of its members.

Section 5. Deductions shall be reported on the combined reporting form, and paid to the Upstate New York Engineers Benefit Funds as part of the single check system. That office will then forward the money to the Local Union on a regular basis.

Section 6. An Employer in violation of this clause and delinquent in remitting monies to the Dues Assessment Program is liable for interest and liquidated damages of the unpaid and untimely paid monies, attorneys' fees and costs, and other costs and expenses incurred and arising in the collection of the delinquency at the rate set by the Joint Benefit Fund Collections Policy.

**ARTICLE XIX
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND**

Effective 7/1/2015 the Employer shall contribute \$.05 per hour for each hour worked for which employees receive wages under the terms of this agreement into the Upstate New York IUOE Construction Industry Research and Service Trust ("CIRST"). It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the CIRST, and all amendments heretofore and hereafter thereto, as though the same were fully incorporated herein. The Employer agrees to fully incorporate, as if written herein, the articles under Trust Funds found elsewhere within this agreement.

**ARTICLE XX
COLLECTIONS**

The Union may withdraw its members from Employers who are delinquent in remitting payments to the various Funds set forth in this Agreement or may strike or engage in a boycott with respect to any such delinquent Employer, and shall have the right to take immediately whatever economic action it may deem appropriate. Such rights are also extended to the Union if the Employer fails to comply with the applicable rules, regulations and policies. The Union may take the foregoing actions upon seventy-two (72) hours written notice being served by the Union or its agent upon the Employer with a copy to the Association. In the event that employees are removed or withdrawn from an Employer's job site or that work is discontinued in any manner under the provisions of this Article, the delinquent Employer agrees to pay each of said bargaining unit employees their regular rates of pay plus interest at the State statutory rate, all benefits, including, but not limited to, health benefits and/or contributions for all time lost by the employees from work as a result of the right herein granted to the Union and the action herein taken by the Union for the purposes of recovering delinquent contributions and remittances due the Upstate New York Engineers Health Fund, Upstate New York Engineers Pension Fund, Central Pension Fund, Upstate New York Engineers Training Fund, Local 106 Training and Apprenticeship Fund, Defense Benefit Fund (jointly referred to as the "Funds") and Dues Assessment to the Union.

Set forth below is the Upstate New York Engineers Health Fund. Upstate New York Engineers Pension Fund, Central Pension Fund. Local 106 Training and Apprenticeship Fund. Administration and Safety Programs. Upstate New York Engineers Training Fund Collections Policy (as of September 17, 2003) and Policy for Monitoring/Auditing Contributing Employers (as of July 31, 2008). The terms and conditions of such Policies are subject to change by the Board of Trustees of such Funds in their sole and absolute discretion.

FUNDS' COLLECTIONS POLICY (as of January 1, 2016)

Section 1. Payment of Contributions; Late Payments.

- (a) All remittance reports and all contribution payments to the Funds must be received on or before the fifteenth (15th) day of the month following the month during which the hours, for which contributions are required, are worked by the employees.
- (b) If no report or payment has been received by the Funds on or before the deadline set forth in Section 1(a), the Funds will pursue whatever avenues they deem appropriate to collect the delinquencies, including, but not limited to, notifying such Employer that the contributions are late.
- (c) If no payment has been received by the Funds on or before the thirtieth (30th) day of the month following the month during which hours are worked and for which contributions are required, the Employer will be assessed interest on the amount of delinquent contributions at the rate of twelve percent (12%) per annum until the date payment is received by the Funds, calculated from the date the contributions were due as described in Section 1(a), plus liquidated damages equal to twenty percent (20%) of the delinquent fringe benefit contributions, plus any auditing fees, attorneys' and paralegal fees, and all costs.
- (d) If no payment has been received by the Funds by the thirtieth (30th) day of the month as set forth above, the Employer's delinquent account may be referred to Funds' Counsel and collection proceedings may be commenced by Funds' Counsel seeking the delinquent contributions plus the interest, liquidated damages, audit fees, attorneys' and paralegal fees and costs.
- (e) If Fund Counsel performs services, which may include, but are not limited to, the commencement of legal or agency proceeding <; against the Employer, to recover the amounts owed to the Funds pursuant to this section, the Employer is obligated to reimburse the Funds for all attorneys' fees and paralegals' fees, auditing fees, and all costs incurred by the Funds in attempting to collect the Funds' monies.

- (f) In the event the Funds do not commence a lawsuit or other proceedings to collect delinquent fringe benefit contributions, in the event a lawsuit or other proceedings is settled prior to a judgment or resolution being obtained by the Funds, or in the event the delinquent contributions are paid either prior to commencement of the lawsuit or proceedings or prior to judgment or other resolution, the Funds are still entitled to collect, and the delinquent Employer is still obligated to pay the interest, liquidated damages, costs, attorneys' and paralegal fees set forth in this Policy.
- (g) Except as may be otherwise required by law, payments by an Employer will be allocated to its oldest debt unless the Trustees, in accordance with their fiduciary obligations to act in the sole interest of the Funds and the participants and beneficiaries, determine, in their sole discretion, to allocate and disburse the payments in a different fashion. Such allocation and disbursement shall be binding upon the Employer; the Employer's request that the Funds allocate and disburse payments in a particular manner and/or a different manner than chosen by the Funds shall be of no force and effect.

Section 2. Audit of Payroll and Related Records.

- (a) Article JV of the Funds' Trust Agreements concerning "Production of Records" is incorporated herein. The Trustees may at any time examine and copy such books, records, papers, or reports of the Employer, including, but not limited to, payroll records, time cards, general ledgers, cash disbursements journal, hours reports, names and social security numbers of all employees (union and non-union employees), as they deem necessary to permit them to determine whether the Employer is making full and proper reports and payments to the Funds. Such examination will occur whenever such examination is deemed necessary or advisable by the Trustees and, except as indicated hereinafter, at no charge to the Employer. If the Trustees determine, in their sole discretion, that the Employer has, among other things, failed to cooperate with the Funds and/or the Funds' Auditor, that the Employer failed to report to the Funds the identity of all employees performing bargaining unit work, that the Employer underreported to the Funds the number of hours worked by employees, and/or that the Employer's conduct required Funds' Counsel to perform services, then the Employer will reimburse the Funds for all auditing charges for examining the Employer's books.
- (b) If it is necessary for the Funds' Counsel to perform services, including the commencement of a lawsuit or other proceedings, to obtain the audit and to compel the Employer's production of its records, the Employer will be liable for all auditing fees, attorneys' and paralegal fees, court costs, disbursements and expenses incurred by the Funds in enforcing the Funds' right to audit and/or examine the Employer's books, regardless of whether the Employer is delinquent in payment of contributions or in violation of any of its other obligations under the rules, regulations and/or Trust Agreements of the Funds.
- (c) In the event the Employer does not maintain or otherwise does not have in its possession records of the number of hours worked by each Employee, the Employer agrees that in order to determine the number of hours for which contributions are required to be made to the Fund, the Employee's gross wages shall be divided by the applicable hourly wage rate set forth in the collective bargaining agreement for the Employee's job classification, which classification shall be determined by the Union and/or the Trustees.
- (d) Employers are obligated to maintain complete and accurate records of the number of hours of bargaining unit work performed on a monthly basis by each and every individual, including, but not limited to, corporate officers, directors, members and shareholders, and spouses, children, parents and/or siblings of corporate officers, members, directors, and/or shareholders. If the Employer does not maintain or otherwise have in its possession such complete and accurate records and the Funds otherwise have evidence that an individual has performed some bargaining unit work for the Employer, the Employer agrees that the Funds are entitled to presume that the individual performed a minimum of forty (40) hours per week of bargaining unit work for fifty-two (52) weeks during the calendar year. The Employer further agrees that in these circumstances the Funds shall be entitled to recover contributions at the Class A or Class 1 Mechanic rate set forth in the collective bargaining agreement governing the Employer's work for a total of two thousand eighty (2,080) hours for the calendar year. The two thousand eighty (2,080) hours per year shall be paid at the rate of one hundred seventy-three (173) hours per month for eleven (11) months and one hundred seventy-seven (177) hours for one (1) month. Unless the Trustees determine, in their sole discretion, that the Employer has rebutted the presumption in this section, contributions must be paid by the Employer pursuant to this Section regardless of the amount of bargaining unit work actually performed by the individual, regardless of the amount of compensation paid, if any, to the individual during the month or

calendar year, and regardless of whether the individual is listed as an employee on the Employer's records.

- (e) In the event the Employer does not maintain or otherwise does not have in its possession records explaining, to the satisfaction of the Funds' Auditor, the payment of monies to an Employee, or the Employee's spouse, children, parents and/or siblings, the Funds are entitled to presume that the individual receiving the monies performed bargaining unit work and that the monies represent compensation for bargaining unit work performed by the individual. The Funds are entitled to recover contributions for such individual at the Class A or Class 1 Mechanic rate set forth in the collective bargaining agreement governing the Employer's work, with the hours of bargaining unit work calculated by dividing the Employer's payments to the individual by the Class A or Class 1 Mechanic rate set forth in the collective bargaining agreement governing the Employer's work. Unless the Trustees determine, in their sole discretion, that the Employer has rebutted the presumption in this section, contributions must be paid by the Employer pursuant to this Section regardless of the amount of bargaining unit work actually performed by the individual, regardless of the amount of compensation paid, if any, to the individual during the month or calendar year, and regardless of whether the individual is listed as an employee on the Employer's records.
- (f) The rate of interest set forth in Section I(c) is applicable to delinquencies uncovered by a payroll audit. In the case of a payroll audit conducted during the course of the Funds' routine auditing cycle and prior to referral of the matter to Funds' Counsel, the Trustees may reduce the interest rate to seven and one-half percent (7Y2 %) per annum if the Employer promptly pays the contribution delinquency upon being notified of the audit results and the Trustees determine in their sole and absolute discretion that: (1) the Employer cooperated with the payroll auditor; (2) the delinquency consists of minor discrepancies or shortages of hours for employees previously reported by the Employer to the Funds; (3) the discrepancies or shortages are due to inadvertence or oversight; (4) the delinquency is small; (5) the Employer is signatory to the collective bargaining agreement; and (6) the Employer has not previously incurred a delinquency with the Funds.

Section 3. Effect of This Collections Policy.

This Collections Policy constitutes a rule of the Funds. To the extent this Collections Policy conflicts with the terms and provisions of the Funds' Trust Agreements, the collective bargaining agreement, the project agreement, the project labor agreement, or the participation agreement, the terms and provisions of this Collections Policy will govern. Failure by the Trustees to adhere to any provision provided herein shall not abrogate, alter or amend any other provision, duty or requirement of this Policy and shall not constitute a waiver by the Trustees and shall not relieve the contributing Employer of any obligation under ERISA.

Section 4. Contributions are Trust Assets.

Title to all the monies paid into and/or due and owing to the Pension Fund shall be vested in and remain exclusively in the Trustees of that Fund; outstanding and withheld contributions constitute Plan assets.

All monies received by an Employer from any source for work performed by Employees represented by the IUOE Local Union Nos. 17 and/or 158 ["Unions"] shall be held in trust by the Employer. The Employer shall utilize the money to first pay wages owed to the Employees represented by the Unions and fringe benefit contributions owed to the Funds on behalf of the Employees. If the Employer owes any wages to the Employees represented by the Unions and/or owes any monies to the Funds on behalf of the Employees' labor, it may not utilize the monies for its own obligations or those of its officers, shareholders and directors.

Section 5. Effect of this Trust Agreement.

To the extent this Collections Policy conflicts with the terms and provisions of the Funds' Trust Agreements or the Collective Bargaining Agreement, the terms and provisions of this Collections Policy shall govern.

FUNDS' POLICY FOR MONITORING/AUDITING CONTRIBUTING EMPLOYERS (as of July 31, 2008)

Section 1. Monitoring of Contributing Employer's Remittance Reports and Contributions.

- (a) Section 3 of the Funds' Collections Policy is incorporated herein by reference as if set forth at length herein.
- (b) The Funds will audit contributing Employers every five (5) years, which five (5) year cyclical audit shall include a review of the Employer's books and records through the date of the Auditor's audit and shall report any underreporting from the date of the last audit through the date of the Auditor's current

audit. Such audit will be conducted by such person, Auditor and/or Accountant [collectively referred to as "Auditor"] as may be selected by the Funds, in their sole discretion, to conduct the audit.

- (c) In addition to or in lieu of the routine cyclical audit, to monitor Employers to verify that their remittances are accurate, that they have reported on all employees performing bargaining unit work, and that they have remitted all monies due and owing to the Funds, the Funds will, when appropriate given the circumstances, engage in the following activities:
1. Audit, more often, those Employers who often exhibit deficiencies and/or delinquencies;
 2. Obtain pay stubs, payroll information and hours worked information from all employees of an Employer to determine whether that Employer accurately reported hours worked by the employees;
 3. Obtain payroll information and hours worked information, together with steward reports, if any, from the Unions;
 4. Audit, if necessary, Employers submitted to Fund Counsel for collection proceedings and legal action;
 5. Obtain the certified payroll records filed by the Employer in connection with work performed on public projects to ensure that hours were accurately reported and paid to the Funds.
- (d) In addition to the foregoing avenues for monitoring Employers, the Funds will monitor the reports and remittances of Employers through the following means:
1. Employees who contact the Fund Office to advise it that their monthly health reimbursement account statements are inaccurate, do not correctly reflect the number of hours worked by them for the Employer, and do not contain the correct amount of contributions;
 2. Unions which contact the Fund Office to advise it that the Employer is working in certain areas, and/or not reporting the hours worked by all of its employees.
- (e) The Funds may, as requested by the Funds' Administrator, the Boards of Trustees of the Funds, the Consultants, Counsel and/or representatives of the Funds, conduct "special" audits outside the random yearly audits. Such "special" audits shall include, but are not limited to, audits required in the course of or in preparation for litigation, audits conducted on a construction project basis, or audits required to conduct a financial analysis of the Employer's business. The "financial analysis" audit will be conducted for the purposes of determining the viability of the Employer's business and whether it is prudent for the Funds to settle a delinquency on terms proposed by an Employer and/or to continue with efforts to collect a delinquency from the Employer. The "financial analysis" audit shall be conducted with the Employer's consent and upon such terms and conditions as are mutually agreeable to the Funds and the Employer.

Section 2. Effect of This Monitoring Policy.

This Monitoring Policy constitutes a rule of the Funds. To the extent this Monitoring Policy conflicts with the terms and provisions of the Funds' Trust Agreements or the Collective Bargaining Agreement, the terms and provisions of this Monitoring Policy will govern. Nothing in this Monitoring Policy shall be construed as diminishing, altering, amending or abrogating the Funds' rights and remedies under the Employee Retirement Income Security Act of 1974 ["ERISA"], the Labor Management Relations Act of 1947 ["LMRA"], the Federal Rules of Civil Procedure, and/or the New York Civil Practice Law and Rules. Failure by the Trustees to adhere to any provision provided herein shall not diminish, abrogate, alter or amend any other provision, duty or requirement of this Policy and shall not constitute a waiver by the Trustees and shall not relieve the contributing Employer of any obligation under ERISA, LMRA, the collective bargaining agreement, or the Funds' Trust Agreements or Collections Policy.

ARTICLE XXI SEPARABILITY

In the event that any provision of this Agreement shall be declared by any Court, Governmental Board or Agency having jurisdiction, to be illegal or contrary to law, order or directive of any such Board or Agency having jurisdiction, then such provision shall be inoperative and without any effect upon the remaining provisions of this Agreement.

**ARTICLE XXII
COMPLETE AGREEMENT**

It is understood that this agreement is the complete agreement between both parties and there are no other agreements, except the Association and the Union may from time to time issue Memorandum 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, such as organizing.

**ARTICLE XXIII
SAFETY & DRUG TESTING**

If an Employer or Employer's customer requires drug/alcohol testing as a condition of employment, the person referred to the Employer by the Union may be required to take such a test, providing the test meets Federal and State standards. Also, providing the Employee signs a permission card supplied by the Employer, a copy of which should be sent to the Union. A copy of the company substance abuse program shall be furnished to each employee at the time of employment. Employee's signature shall be proof of acknowledgement.

All employees are required to observe all safety regulations prescribed by the Occupational Health and Safety Act, the contractor, and/or owner and to work safely.

Joint Policy on Substance Abuse

The CEA Drug Abuse Policy and Program is available for use by Employers under this agreement. Workplace Safety of Upstate New York (WSUNY), a not for profit corporation established by labor and management for the purpose of creating and maintaining uniform drug abuse policy and procedures. WSUNY shall in addition designate and contract on a collective basis for all related services necessary to execute the drug policy and procedures, including T.P.A. (Third Party Administrator) and M.R.O. (Medical Review Officer). The Employer shall pay the cost of each test and M.R.O. service as established by WSUNY.

Workplace Safety of Upstate New York
6563 Ridings Road, Syracuse, New York 13206
Phone: (315) 437-3717 • Fax: (315) 437-8053

When the owner of a project or other similar representative mandates substance abuse testing or protocol in lieu of the agreed upon protocol existing in the contract, the parties agree that the signatory employer is authorized to substitute such new protocol regarding substance abuse testing.

Whenever the United States Department of Transportation standards regarding substances to be tested and testing levels change, so shall similar occur to the substance to be tested and testing levels for WSUNY, Inc.

**ARTICLE XXIV
NON-DISCRIMINATION IN EMPLOYMENT**

Section 1. The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders, and administration 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. 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 contractual Equal Employment Opportunity requirements and conditions.

Section 2. It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public works contracts and that certain exceptions to the Subcontracting clause (Article XIV) may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

**ARTICLE XV
PARTIES TO THE AGREEMENT**



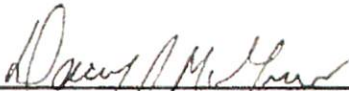
EASTERN CONTRACTORS ASSOCIATION INC.
Todd G. Helfrich, President & CEO, Committee Chairman



CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC.
Earl R. Hall, Executive Director



CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER, NY, INC.
Aaron A. Hilger, President



INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 158
Daniel McGraw, Business Manager

APPENDIX 1

ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM

The parties have adopted as apart of this Agreement the ECA/Basic Trades Workers' Compensation Program including the Workers' Compensation Alternative Disputes Resolution Addendum.

A copy of said Addendum, together with any amendments thereto, shall be considered as part of this Agreement as though set forth here at length.

**APPENDIX 2
District 106**

Albany, Broome, Chenango, Clinton, Columbia, northern part of Dutchess (to the northern boundary line of City of Poughkeepsie then due east to Route 115 then north along Route 115 to Bedelt Road then east along Bedelt Road to Van Wagner Road then north along Van Wagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut), Essex, Franklin, Fulton, Hamilton, Herkimer, Greene, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren and Washington.

Eastern Contractors Association, Inc.

REPORT & SHOW-UP TIME

Section 1. If an employee is ordered out on Monday through Friday and his/her services are not required, he/she shall be entitled to show up time of two (2) hours, unless notified eight (8) hours prior to starting time not to report. Such employee shall remain on the job for the two hour period unless otherwise directed by the Employer.

If such employee reports to the job and works in excess of two hours, he/she shall receive four (4) hours pay.

If such employee works in excess of four (4) hours, he/she shall receive pay for actual hours worked.

Fringe benefits shall be paid at straight-time rate for any hours actually worked.

Section 2. Crane operator and/or crew guarantee of eight (8) hours at appropriate rate when they report for work each day, weather permitting work. Otherwise, 2-4-8 provision applies.

Fringe benefits shall be paid at straight-time rate for any guarantees if work is started.

HOURS OF WORK AND OVERTIME

In addition to Article IV above:

Any consecutive four (4) days from Monday through Friday can be worked as a 4-10s schedule. All hours worked in excess of 10 or outside of this schedule shall be paid at time and one half (1-1/2). Note: Saturday and Sunday are still paid at the appropriate overtime rate.

WAGES & BENEFITS

Albany, Clinton, Columbia, northern part of Dutchess (see above), Essex, Franklin, Fulton, Hamilton, Herkimer, Greene, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties.

Classification	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Class A(1)	\$44.68	\$45.67	\$46.71	\$47.81
Class A	\$44.19	\$45.18	\$46.22	\$47.32
Class B	\$43.17	\$44.16	\$45.20	\$46.30
Class C	\$40.27	\$41.26	\$42.30	\$43.40
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60
Pension	\$7.95	\$7.95	\$7.95	\$7.95
UNYE Suppl.**	\$1.35	\$1.70	\$2.05	\$2.40
Training	\$0.85	\$0.90	\$0.95	\$1.00
CPF	\$7.25	\$7.50	\$7.75	\$8.00
HRA	\$1.35	\$1.35	\$1.35	\$1.35
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
Int's Training	\$0.05	\$0.05	\$0.05	\$0.05
ASP*	\$0.39	\$0.39	\$0.39	\$0.39
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*ASP in District 106 is 1% of the Class C wage

**UNYE Suppl. is non-benefit bearing (per Article XVIII above)

Broome, Chenango and Tioga Counties

A separate Agreement with wage and fringe benefit rates for Journeymen apply in Broome, Chenango, and Tioga counties. For more information, contact Daniel McGraw, Business Manager, Operating Engineers Local No. 158, (518) 431-0600.

All supplements shall be paid at straight time.

Section 1. Leader wage rate, should be two dollars and fifty cents (\$2.50) over the Class B rate (nuclear work only). Master Mechanic Instructor wage rate should be three dollars (\$3.00) over the regular rate (nuclear work only).

Section 2. Where an oiler is working with crane or shovel operator, or on any other machine requiring an assistant, he shall work under the same conditions as the operator. An oiler shall only be required on cranes 100 tons and over and no other equipment.

Section 3. Hourly premiums for long crane boom length are as follows, including jib up to two hundred feet (200): (Rates are above A(1) rate).

Over 150 feet - \$1.25 per hour premium

Over 200 feet - \$2.25 per hour premium

*The length of boom shall be measured from center sheave pin to center mounting pin. Premiums are based on boom length used.

Section 4. Tower cranes will be manned by two Class A(1) operators who will receive \$.50 per hour over the Class A(1) rate. Tower cranes to include stationary rail mounted, truck and carrier mounted and crawler mounted, hydraulic or friction. Crew to be assigned to crane upon start of erection and will be employed until crane is dismantled and shipped of the job. The crew shall be paid in accordance with Article III. If a third person is required during assembly, disassembly or jacking, it shall be an engineer or the crane owner's technician at the crane owners discretion One (1) operator is required on any Potain HDT80 self-erecting mobile tower crane or similar.

Section 5. A mobile crane operator, at the discretion of the employer, will be required to have a CDL.

Section 6. It is understood that all machines and equipment now or heretofore operated by Engineers, even if not specifically listed above shall continue to be operated by Engineers. It is further understood that new types of equipment or machines used as a substitute for any of the machines set forth above or any refinements of the same shall also be operated by an Engineer. If new equipment is to be used on a project and is not specifically covered below under "Classifications", then a meeting will be held within seventy-two (72) hours and the rate and manning requirements agreed to.

Section 7. A working supervisor paid at twenty-five cents per hour (\$.25/hr.) above the highest rate being supervised.

APPRENTICES

The following schedules of wages shall be applicable to apprentices:

- (a) First Year: 0-1,000 hours – 60% of the B rate.
- (b) Second Year: 1,001 – 2,000 hours – 70% of the B rate.
- (c) Third Year: 2,001 – 3,000 hours – 80% of the B rate.
- (d) Fourth Year: 3,001 – 4,000 hours – 90% of the B rate.

Albany, Clinton, Columbia, northern part of Dutchess (see above), Essex, Franklin, Fulton, Hamilton, Herkimer, Greene, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties.

Apprentice Level	7/1/2019	7/1/2020	7/1/2021	7/1/2022
First Year	\$25.90	\$26.50	\$27.12	\$27.78
Second Year	\$30.22	\$30.91	\$31.64	\$32.41
Third Year	\$34.54	\$35.33	\$36.16	\$37.04
Fourth Year	\$38.85	\$39.74	\$41.67	\$41.67
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60

Pension	\$5.95	\$5.95	\$5.95	\$5.95
UNYE Suppl.*	\$1.35	\$1.70	\$2.05	\$2.40
Training	\$0.75	\$0.80	\$0.85	\$0.90
CPF	\$5.30	\$5.55	\$5.80	\$6.05
HRA	\$0.85	\$0.85	\$0.85	\$0.85
Int's Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

Broome, Chenango and Tioga Counties

A separate Agreement with wage and fringe benefit rates for Apprentices apply in Broome, Chenango, and Tioga counties. For more information, contact Daniel McGraw, Business Manager, Operating Engineers Local No. 158, (518) 431-0600.

HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be recognized holidays. No work shall be done on Labor Day unless life or property is at stake. If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

CLASSIFICATIONS

CLASS A (1)

crane
hydraulic cranes
tower crane**
locomotive crane
piledriver
cableway
derricks
whirlies
dragline
boom trucks over 5 tons.

CLASS A

shovel
all Excavators (including rubber tire full swing)
Gradalls
power road grader
all CMI equipment
front-end rubber tire loader
tractor-mounted drill (quarry master)
mucking machine
concrete central mix plant
concrete pump**
belcrete system
automated asphalt concrete plant
and tractor road paver

boom trucks 5 tons and under
maintenance engineer
self-contained crawler drill-hydraulic rock drill

CLASS B

backhoes (rubber tired backhoe/loader combination)
bulldozer
pushcat
tractor
traxcavator
scraper
LeTourneau grader
form fine grader
self-propelled soil compactor (fill roller)
asphalt roller
blacktop spreader
power brooms
sweepers
trenching machine
barber Green loader
side booms
hydro hammer
concrete spreader
concrete finishing machine
one drum hoist

power hoisting (single drum)
hoist two drum or more three drum engine
power hoisting (two drum and over)
two drum and swinging engine
three drum swinging engine
hod hoist
A-L frame winches
core and well drillers (one drum)
post hole digger
model CHB Vibro-Tamp or similar machine
batch bin and plant operator
dinky locomotive
skid steer loader
track excavator 5/8 cubic yard or smaller
front end rubber tired loader under four cubic yards.

CLASS C

fork lift
high lift

all terrain fork lift or similar
oiler
fireman and heavy-duty greaser
boilers and steam generators
pump
vibrator
motor mixer
air compressor
dust collector
welding machine
well point
mechanical heater
generators
temporary light plants
electric submersible pumps 4" and over
murphy type diesel generator
conveyor
elevators
concrete mixer
beltcrete power pack (belcrete system)
seeding
and mulching machines
pumps.

**APPENDIX 3
District 545**

Cayuga, Cortland, Onondaga, Oswego, Seneca, Tompkins, Madison, Oneida, Jefferson, Lewis and St. Lawrence.

Construction Employers Association of CNY Inc.

HOURS OF WORK

In addition to Article IV above:

A. For all applicable work under this agreement, the guaranteed twenty-four (24) hours will be Monday through Friday for weather related conditions only. If an employee is called out to work any day after Monday, that employee is guaranteed twenty-four (24) hours or the number of eight (8) hour days remaining between the day of hiring and Friday, whichever is less. Any employee who reports for work at the regularly appointed starting time shall be entitled to show-up time of two (2) hours at straight time. The employees shall remain on the job for the two (2) hour period, unless otherwise directed by the employer. The two (2) hour show-up time shall apply toward the twenty-four (24) hour guarantee.

Employment of less than five (5) days duration, Monday through Friday, the 1st day the employee shall be guaranteed eight (8) hours of pay; thereafter, until termination, it will be 4-8 on weather related conditions or termination only. One and one-half (1 1/2) the base pay will be paid for all hours over eight (8) and all hours over forty (40).

B. Shift work may be performed at the option of the employer, but when performed such shift work must continue for a period of not less than three (3) consecutive work days. The work week shall start with the day shift on Monday and end with the conclusion of the second or third shift (as the case may be) on the third day. The employer may commence shift work operations at any point during the work week, but work must continue for a period of not less than three (3) consecutive work days.

The first or day shift will work the regular hours provided for in Article IV above and shall receive the regular rate of pay for all hours worked. The second shift shall work seven and one-half (7 1/2) hours and each employee shall be paid for eight (8) hours at the regular rate of pay. The third shift shall work seven (7) hours and each employee shall be paid for eight (8) hours at the regular rate of pay.

One half (1/2) hour without pay shall be allowed for a lunch break for each shift. There is a flexible lunch period between 11:00 A.M. and 1:00 P.M. After 1:00 P.M. if no lunch one-half (1/2) hour is made available, the employee will get one-half (1/2) hour premium pay plus a twenty (20) minute paid lunch before the end of the day. Work in excess of the hours stipulated for each shift shall be paid at the overtime rate stipulated in Article IV based on the regular rate of pay for work performed.

C. For crane rental companies the standard workday shall consist of eight (8) hours of work between 6:00 A.M. and 4:30 P.M. with one half hour (1/2) designated as unpaid lunch period.

D. Any consecutive four (4) days from Monday through Friday can be worked as a 4-10s schedule. All hours worked in excess of 10 or outside of this schedule shall be paid at time and one half (1-1/2). Note: Saturday and Sunday are still paid at the appropriate overtime rate.

WAGES & BENEFITS

Classification	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Master Mechanic	\$40.68	\$41.55	\$42.46	\$43.42
Ass't Master Mechanic	\$39.68	\$40.55	\$41.46	\$42.42
Class A(1)	\$40.18	\$41.05	\$41.96	\$42.92
Class A	\$38.68	\$39.55	\$40.46	\$41.42
Class B	\$36.56	\$37.43	\$38.34	\$39.30
Class C	\$32.34	\$33.21	\$34.12	\$35.08
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60
Pension	\$8.00	\$8.00	\$8.00	\$8.00
Training	\$0.95	\$0.95	\$0.95	\$0.95
CPF	\$6.00	\$6.25	\$6.50	\$6.75

HRA	\$1.25	\$1.25	\$1.25	\$1.25
UNYE Suppl.*	\$1.35	\$1.70	\$2.05	\$2.40
Int'l Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
ASP	\$0.17	\$0.17	\$0.17	\$0.17
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

CRANE OPERATOR RATES

A1 rate, Cranes up to 64 tons = \$1.50 above the A rate

All cranes from 65 to 199 tons = A1 rate plus \$1.50

All cranes from 200 to 399 tons = A1 rate plus \$2.50

All cranes 400+ tons = A1 plus \$3.50

Tower cranes = A1 plus \$2.50

It is agreed that two engineers will constitute a crew on all Tower Crane Equipment (American, Pecco, Bucyrus-Erie, Mayco-Weitz, Linden and similar types), and they will receive One Dollar and fifty cents (\$1.50) per hour in addition to the Classification A rate. Crew to be assigned to crane upon start of erection and will be employed until crane is dismantled and shipped of the job. (This does not apply to crawler or truck mounted tower cranes, or mobile self-erecting cranes).

Regarding all crane crews, should the employer require the employees to stay out-of-town overnight, the employer will pay reasonable expenses for meals, lodging and other actual and necessary charges upon furnishing receipts.

When operator or oiler must use own transportation to flag any equipment, mileage will be paid in addition to his/her regular pay. Mileage rate to be determined according to what the Internal Revenue Service (IRS) allows.

APPRENTICES

The following schedules of wages shall be applicable to apprentices:

- (a) First Year: 0-1,000 hours – 60% of the A rate.
- (b) Second Year: 1,001 – 2,000 hours – 65% of the A rate.
- (c) Third Year: 2,001 – 3,000 hours – 70% of the A rate.
- (d) Fourth Year: 3,001 – 4,000 hours – 80% of the A rate.

Fringe Benefits, Contributions and Deductions: Full amount of applicable fringe benefits

Apprentice Level	7/1/2019	7/1/2020	7/1/2021	7/1/2022
First Year	\$23.21	\$23.73	\$24.28	\$24.85
Second Year	\$25.14	\$25.71	\$26.30	\$26.92
Third Year	\$27.08	\$27.69	\$38.32	\$28.99
Fourth Year	\$30.94	\$31.64	\$32.37	\$33.14
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60
Pension	\$8.00	\$8.00	\$8.00	\$8.00
Training	\$0.95	\$0.95	\$0.95	\$0.95
CPF	\$6.00	\$6.25	\$6.50	\$6.75
HRA	\$1.25	\$1.25	\$1.25	\$1.25
UNYE Suppl.*	\$1.35	\$1.70	\$2.05	\$2.40
Int'l Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
ASP	\$0.17	\$0.17	\$0.17	\$0.17
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

OILERS

- A. An oiler shall only be required on cranes 100 tons and over and no other equipment.
- B. On projects with more than one (1) crane that needs an oiler, there shall be an oiler on the 1st crane at oilers rate until the 2nd crane is manned, then the oiler will get Class A rate and cover the two cranes. If there are more than two (2) cranes, they shall be covered in the same manner.
- C. No oiler or apprentice engineer is required on any drill, cherry picker or on crawler and hydraulic cranes ninety nine (99) ton and under. If a second employee is required by the employer, the employee shall be an oiler or apprentice engineer. An oiler or apprentice engineer or operator must have the appropriate drivers license for truck cranes.

PILEDIVING AND SAND DRAINS

- A. 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). Piledriver crew to be two (2) operators at Class A rate who shall cover combination and any number of pieces of equipment, including air compressors, welding machines, pumps, power packs or vibratory hammers and any other typically hands-off equipment relating to piledriving operations only.
- B. An operating engineer will repair diesel hammer when out of leads and unhooked from cables.
- C. An operating engineer will replace load cables and run through leads.
- D. If there are two (2) machines, there shall be no less than three (3) Class A rate operators employed on a project. More than two (2) machines on one project will be the same manning as the first.
- E. On projects of less than six (6) working days from start to completion it will be at the employer's discretion if a second man is needed.

DRILL PLATFORMS (Texas Towers)

The setting up and all maintenance work on drill platforms shall be the work of the Operating Engineers. All equipment including hydraulic pumps, drills, compressors, cranes, hoist tuggers, etc., will be manned by the Operating Engineers.

HOLIDAYS

- A. Paid holidays to be observed are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, irrespective of the day of the week on which the holiday may fall. If an employee who qualifies for holiday pay is required to work on a holiday, he/she shall receive double time plus eight (8) hours of straight time for the holiday. If the holiday falls on Sunday, it will be celebrated on Monday. In the event employees work on this Sunday holiday, they shall be paid double time. In the event employees work on Monday, they shall be compensated at double time. Accordingly, the Monday following the Sunday is treated as a holiday.
- B. All qualified employees covered by classifications contained in this agreement shall receive holiday pay. To be entitled to holiday pay, all employees working under this Agreement must have worked five consecutive working days before, and the scheduled working day after the holiday to receive holiday pay. In order for an employee to receive holiday pay because of lay-off within five working days immediately preceding the holiday, he/she must have worked at least five working days immediately preceding this five day period. Any employee, not able to report to work in the five working days before or the working day after the holiday because of proven sickness, death in the immediate family, or accident, shall be entitled to holiday pay providing proof of same is established.

CLASSIFICATIONS

CLASSIFICATION A

Air Plako
Asphalt and Blacktop Roller
Automated Concrete Spreader (CMI or equivalent)
Automated Fine Grade Machine (CMI)
Backhoe
Barrel Shredder
Belt Placer
Blacktop Spreader (such as Barber Greene & Blaw Knox)
Blacktop Plant (automated)
Blast or Rotary Drill (Truck or cat mounted)
Boom Truck
Burning Plant Operator
Cableway
Caisson Auger
Central Mix Plant (Automated)
Concrete Pump
Crane - see page 22
Crusher - Rock
Derrick
Dewatering Press
Diesel Power Unit
Dirt Filter Press
Operation Equipment
Dragline
Dredge
Dual Drum Paver
Elevating Grader (self-propelled or towed)
Elevator Hoist - Two Cage
Excavator - All Purpose - Hydraulically operated
Fork Lift (Loed & Lull and other rough terrain type)
Front End Loader (4 c.y. and over)
Gradall
Grader (Power)
Head Tower (Saurman or equal)
Hoist (2 or 3 Drum)
Hydroblaster (Laser Pump)
(LCM's) work Boat Operator
Light plants, compressors and

generators
Locomotive
Maintenance Engineer
Maintenance Welder
Mine Hoist
Mucking Machine or Mole
Overhead Crane - Fixed Permanent
Pile Driver
Quarry Master or Equivalent
Refrigeration Equip. - For Soil Stabilization
Scraper
Sea Mule
Shovel
Side Boom
Slip Form Paver
Straddle Buggy (Ross Carrier, Lumber Carrier)
Tractor Drawn Belt Type Loader (Euclid Loader)
Trenching Machine (digging capacity of over 4 ft. depth)
Truck Crane, Operator
Truck of Trailer Mounted
Log Chipper (self-feeder)
Tug Operator (Manned, rented equip. excluded)
Tunnel Shovel
Vibro or Sonic Hammer Controls (when not mounted in proximity to the Rig Operator)

CLASSIFICATION B

"A" Frame Truck
Back Dumps
Blacktop Plant (non-automatic)
Boring Machine
Bulldozer
Cage-Hoist
Central Mix Plant (non-automated)
Compressor, Pump, Generator or Welding Machine (when used in a battery of not more than five (5))
Concrete Paver (Single Drum over 16S)
Core Boring Machine
Drill Rigs - Tractor mounted

Elevator - as a material hoist
Farm Tractor (with or without accessories)
Fork Lift ("with or without" attachments) over 10 ton
Front End Loader (under 4 c.y.)
Gunit Machine
High Pressure Boiler (15 lbs. & over)
Hoist (one drum)
Hydraulic Breaking Hammer (Drop Hammer)
Kolman Plant Loader (screening gravel)
Maintenance Grease Man
Mixer for stabilized base-self propelled (Seaman Mixer)
Monorail Machine
Parapet Concrete or Pavement Grinder
Parts Man
Post Driver (truck or tractor mounted)
Post Hole Digger (truck or tractor mounted)
Power sweeper (Wayne or similar)
Grout Pump
Pump-Crete or Squeeze-Crete
Road Widener (front end of Grader or self propelled)
Roller
Self contained hydraulic bench drill
Shell Winder (motorized)
Skid steer Bobcat type Loader
Snorkel (overhead arms)
Snowblower control man
Tractor (with or without accessories)
Trenching Machine (digging capacity of 4 ft. or less)
Tugger Hoist
Vacuum Machine (self propelled or mounted)
Vibro Tamp
Well Drill Well Point System (submersible)

pumps when used in lieu of well-point system)
Winch (motor driven)
Winch Cat
Winch Truck

CLASSIFICATION C

Compressor (up to 500 c.f.)
Concrete Paver or Mixer (under 16S)
Concrete Pavement Spreaders & Finishers (not auto-mated)
Conveyor (over 12 ft.)
Electric Submersible Pump (4" and over)
Fine Grade Machine (not automated)
Fireman
Fork Lift ("with or without" attachments) 10 ton and under
Form Tamper
Generator (2,500 Watts and over)
Hydraulic Pump
Mechanical Heaters - More than two (2)
Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self contained heating unit (i.e. Sundog or Air Heat type, New Holland Hay Dryer type excluded)
Mulching Machine
Oiler
Power Driven Welding Machine - 300 amp. and over (other than all electric) one Welding Machine under 300 amp. will not require an engineer unless in a battery
Power Heaterman (hay dryer)
Pumps - Water and Trash
Revinus Widener (road widener)
Single Light Plant
Steam Cleaner or Jenny

**APPENDIX 4
District 832**

Allegany, Livingston, Monroe, Ontario, Steuben, Wayne, Yates, Chemung, Schuyler and the eastern part of Genesee (including Batavia).

Construction Industry Association of Rochester, NY, Inc.

HOURS OF WORK

In addition to Article IV above:

Section 1. This Section shall be effective May 16 through September 30.

All time worked, to a maximum of ten (10) hours per day, Monday through Friday, shall be applied to the guaranteed 40-hour week.

On jobs requiring the services of an Engineer, Maintenance Engineer, or Junior Engineer/Oiler for more than a week's work, the wage scales of the various classifications shall be computed at a straight time forty (40) hour basis (Monday through Friday) – except the first and final pay period may be for less than forty hours.

Section 2. This Section shall be effective October 1 through May 15 each year.

Eight (8) hours shall constitute a day's work, 24 hours shall constitute a week's work. On jobs requiring the services of an Engineer, Maintenance Engineer, or Junior Engineer/Oiler for more than a week's work, the wages shall be computed on the basis of a guaranteed twenty-four (24) hours pay in a week, Monday through Friday. All time worked, to a maximum of ten (10) hours per day, shall be applied toward the 24-hour guarantee. During the period of the 24-hour guarantee, a man reporting for work, and his services are not used, shall receive two hours pay, even though he may have fulfilled the 24-hour guarantee.

Section 3. On jobs requiring his services for less than a week's time, any Engineer, Maintenance Engineer (mechanic), or Junior Engineer/Oiler reporting for work shall receive a minimum of eight (8) hours pay for each day.

Section 4. If an Engineer is ordered out and his services are not required and his machine is operated by any other engineer, he, as well as the engineer who operated such machine shall be paid the day's pay. An engineer may make unlimited moves on a job during a given day and he shall receive the highest rate applicable for the day.

Section 5. When an Engineer and or Junior Engineer/Oiler are employed on a job, where practical the Junior Engineer/Oiler may operate a generator for welding purposes, except an electric driven machine, and when such duties are added to his regular duties as Junior Engineer/Oiler, he shall receive the normal rate of pay for the Junior Engineer/Oiler Classification for the entire day.

Section 6. One and one-half times the rates set forth in this agreement shall be paid for all work performed in excess of eight (8) hours per day and for all work in excess of forty (40) hours per week, Monday through Saturday.

Work performed on Saturday shall be paid at straight time provided that less than forty (40) hours work was performed during the week, because of time lost due to inclement weather.

If an employee is called out to work on Saturday, he is guaranteed four (4) hours pay, time and one-half for any hours over forty (40). If the employee works over four (4) hours, he shall be paid for the actual hours worked at the applicable rate.

If an employee begins working on a Saturday and continues into Sunday, after eight (8) hours actual work at straight time and/or time and a half, the employee will be paid at double the straight time rate after the eight (8) hours.

Section 7. New Section added May 1, 1992, Employer option:

This Section to apply during forty (40) hour guarantee period only.

On certain projects where problems or special conditions exist and where it would be advantageous to the Employer and Employee, with prior notification and approval of the Union, a maximum of ten (10) hours per day may be worked at a straight time rate unless prohibited by law.

Work performed on Friday shall be paid at straight time provided that less than forty (40) hours work was performed during the week because of time lost due to inclement weather.

All work performed on Saturday will be at time and one half. Employees terminated with less than forty (40) hours will receive time and one half for all hours worked over eight (8) hours per day.

WAGES

Classification	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Master Mechanic	\$36.01	\$36.85	\$37.73	\$38.66
Class A(1)	\$38.51	\$39.35	\$40.23	\$41.16
Boom Truck	\$38.24	\$39.08	\$39.96	\$40.89
Class 1	\$34.01	\$34.85	\$35.73	\$36.66
Class 2	\$33.21	\$34.05	\$34.93	\$35.86
Class 3	\$30.51	\$31.35	\$32.23	\$33.16
Class 4	\$25.95	\$26.79	\$27.67	\$28.60
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60
Pension	\$9.50	\$9.50	\$9.50	\$9.50
Training	\$1.35	\$1.35	\$1.35	\$1.35
CPF	\$7.20	\$7.45	\$7.70	\$7.95
HRA	\$1.50	\$1.50	\$1.50	\$1.50
UNYE Supp.*	\$1.35	\$1.70	\$2.05	\$2.40
Int'l Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
ASP	\$0.19	\$0.19	\$0.19	\$0.19
UNICON	\$0.15	\$0.15	\$0.15	\$0.15
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

APPRENTICES

Section 1. It is agreed that one apprentice may be utilized by a contractor signatory to this Agreement as soon as three (3) qualified operating engineers are employed. Thereafter, an additional apprentice may be utilized when eight (8) additional operating engineers (excluding the apprentice) are working for that contractor. No more than two apprentice Engineers shall be assigned to any contractor at the same time. It being clearly understood, the apprentice shall be under the direction of the Master Mechanic or the operator to which he may be temporarily assigned.

The following schedules of wages shall be applicable to apprentices:

Apprentice Level

- First Year – 60% of the Classification No. 3 wage rate or Class C wage rate
- Second Year – 65% of the Classification No. 3 wage rate or Class C wage rate
- Third Year – 75% of the Classification No. 2 wage rate or Class B wage rate
- Fourth Year – 80% of the Classification No. 1 wage rate or Class A wage rate

Fringe Benefits, Contributions and Deductions:

Full amount of applicable fringe benefits

Apprentice Level	7/1/2019	7/1/2020	7/1/2021	7/1/2022
First Year	\$18.31	\$18.81	\$19.34	\$19.90
Second Year	\$19.83	\$20.38	\$20.95	\$21.55
Third Year	\$24.91	\$25.54	\$26.20	\$26.90
Fourth Year	\$27.21	\$27.88	\$28.58	\$29.33

Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	\$8.60	\$9.10	\$9.60
Pension	\$9.50	\$9.50	\$9.50	\$9.50
Training	\$1.35	\$1.35	\$1.35	\$1.35
CPF	\$7.20	\$7.45	\$7.70	\$7.95
HRA	\$1.50	\$1.50	\$1.50	\$1.50
UNYE Supp.*	\$1.35	\$1.70	\$2.05	\$2.40
Int'l Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
ASP	\$0.19	\$0.19	\$0.19	\$0.19
UNICON	\$0.15	\$0.15	\$0.15	\$0.15
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

MAINTENANCE ENGINEERS AND JUNIOR ENGINEER/OILERS

Section 1. MAINTENANCE ENGINEERS: Shall be employed to do all pipe fitting in connection with all Hoisting and Portable equipment and operations, sinking of well point systems, all piping in connection with well point systems, burning, and welding, in connection with repairing and maintaining of equipment, installing, repairing and maintaining of all equipment (including vibrators and tampers), and all such other work as by custom has been performed by workmen under the supervision of the Master Mechanic.

Section 2. JUNIOR ENGINEER/OILERS: Shall be employed on all gasoline, electric, hydraulic or air operated shovels, cranes draglines, backhoes with a factory rating of over one and one-half cu. yd. capacity and all dual drum pavers Pump Crete and similar type machines, Trenching Machines, Dredges and Derrick Boats (all types), Caisson Boring Machines (all types), Pile Drivers (all types). Truck Cranes (all sizes), except when exempted by mutual agreement between the Company and the Union.

Junior Engineer/Oilers and maintenance greasemen shall service 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.

Their duties shall be to assist the Engineer in oiling, greasing and repairing all machines, giving signals when necessary, chaining of buckets, scale buckets and scale boxes and operate aggregate and cement bins.

Section 3. All Tower Crane crews shall consist of two (2) operators, as determined below under "Building Classifications" of this Agreement. Only one operator shall be counted toward the requirement for a Master Mechanic. Mobile self-erecting tower cranes will require one Operator. When a second man is needed, he shall be an Operating Engineer.

Section 4. 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 exclusive jurisdiction of the Operating Engineer.

MISCELLANEOUS

Section 1. When a truck crane or cherry picker stays out of town overnight and the employee stays out of town overnight at the Employer's request, the employee shall be paid reasonable reimbursed expenses with proper receipts.

UNICON

Fifteen cents (\$0.15) per straight time hour worked shall be contributed to the Construction Cooperation and Education Trust ("UNICON"). This section is only applicable in the Rochester area.

HOLIDAYS & SUNDAYS

Section 1. Paid holidays to be observed are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, regardless of the day of the week on which the Holiday may fall.

Section 2. To be entitled to holiday pay all employees working under this Agreement must have worked for the five (5) scheduled working days immediately before and the scheduled working day immediately after the holiday to receive holiday pay.

An employee not able to report for work on the scheduled days before and the day after a Holiday, because of proven sickness, death in the immediate family or accident, shall be entitled to the Holiday pay. This shall not apply to an employee hired on the day after a Holiday. A person laid off after having worked the scheduled work day immediately preceding a Holiday, shall receive the Holiday pay even though the Holiday is not in the same week as the layoff, except when the layoff is at the completion of the project.

No employer shall engage in any subterfuge to avoid Holiday pay by any manner of termination of the employee.

Section 3. If an Engineer, Maintenance Engineer or Junior Engineer/Oiler is ordered out to work on a Holiday, he shall receive two (2) day's pay in addition to his Holiday pay, irrespective of the day of the week.

Section 4. If an Engineer, Maintenance Engineer, or Junior Engineer/Oiler is ordered out to work on a Sunday and reports on the job, a minimum of four (4) hours at double time shall be paid. If work extends beyond the four (4) hours, the actual hours worked shall be paid at double time.

BUILDING DEFINITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees engaged in the operation of all power equipment as herein specified in schedule attached and made a part hereof, used in the construction, demolition, alteration and repair of buildings, structures, bridges, bridge approaches, viaduct shafts, tunnels, subways, piers docks, dams, foundations, streets, highway work, sewers, dredging, port work, river and harbor improvements, pipelines, pipeline water crossings, temporary pipe fittings, sinking of well points, all piping in connection with well points, burning and welding installing, fitting up, dismantling, repairing and maintaining and operating of machinery when done on the job or project and all such other work as by custom has been performed by Operating Engineers. (The operation of helicopters in placing construction materials or equipment shall be performed by Operating Engineers.)

BUILDING CLASSIFICATIONS

Section 1. The Building and Commercial Wage and Fringe Rates and classifications will apply to all building work beginning with the footer excavation and thereafter all other work pertaining to the Building proper.

CRANES, Cable and Hydraulic, Climbing and Tower:

A1 rate, Cranes up to 64 tons = \$4.50 above the 1 rate

Cranes from 65 to 199 tons = A1 rate plus \$1.50

Cranes from 200 to 399 tons = A1 rate plus \$2.50

Cranes 400+ tons = A1 plus \$3.50

Tower cranes = A1 plus \$2.50

Boom Trucks up to and including 99 tons = \$37.50 per hour plus negotiated increase

CLASSIFICATION 1:

Air Tugger
All terrain telescoping material handler
Clamshell
Barber Green and similar type machines
Dragline
Shovel and similar machines over three-eighths cu.yd. capacity (Fact. rating);Carrier mounted backhoes that swing 360 degrees
Big Generator Plant
Hoist (on steel erection)
Bridge Crane (all types)
Cableway

Caisson auger and similar type machine
Crane
Derrick
Dredge
Excavator all purpose hydraulically operated
Forklift (with Factory rating of Fifteen ft. or more of lift)
Hoist (on steel erection)
Hydraulic/Krupp Drill Type
Mucking Machines
Remote controlled excavator with attachments (Brokk type or similar)
Ross Carrier (and similar)

Three-Drum Hoist (when all three drums are in use)

CLASSIFICATION 2:

A-Frame Truck
Backfilling Machine
Backhoe -tractor mounted
Belt Crete and similar type machines
Bituminous spreading machine 3/8 yd. capacity or less(Factory Rating)
Bulldozer
Carry-all type scraper
Compressors: Four not to exceed 2000 CFM combined capacity; or 3 or less with more

than1200 CFM but not to exceed 2000 CFM
Concrete Mixer
Concrete Placer
Concrete Pump
Dinky Locomotives (all types)
Elevating Grader
Elevator
Fine Grade and Finish Rollers
Fine Grade Machines (all kinds)
Forklift with Factory rating of less than 15 feet of lift
Front End Loader
Guniting Pumping Machine
High Pressure Boiler
Hoist (1 or 2 drums)

Maintenance Engineer (Mechanic)	Skid Steer Loader with attachments	CLASSIFICATION 3:	not to exceed twelve (12) inches total capacity
Mechanical Slurry Machine (all kinds)	Stone Crusher	Any combination (Not to exceed three (3) pieces of equipment)	Roller (Fill and Grade)
Mega Mixers and similar type machines	Tournadozer and similar types	Compressors - three (3) or less, or not to exceed 1200 CFM combined capacity	Rubber Tired Tractor
Motor Grader	Toumapull and similar types	Fireman	Welding Machine or Mechanical Conveyor (over 12ft. in length)
Post Hole Digger Pumps (regardless of motive power) no more than 4 in number not to exceed 20 inches in total capacity	Trenching Machines	Longitudinal Float	EXCEPTION: Single gasoline driven welding machine up to 300amps need not be manned.
Shot Crete Pumping Machine	Welder	Mechanical Heater	
Side Boom Tractor	Well Drill	Pumps (regardless of motive power) No more than three (3) in number,	CLASSIFICATION 4:
	WellPoint System		Junior Engineer/Oilers
	EXCEPTION: Single electric pumps up to and including four (4) inches need not be manned.		

EXCAVATING and PAVING CLASSIFICATIONS AND WAGES

Section 1: Site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building will be performed under the Excavating and Paving Section of this Agreement.

All work in connection with the building proper, including but not limited to building excavation and backfilling, dewatering of the building excavation and the operation of all equipment within the jurisdiction of the Operating Engineers Union which is used either to perform work on the building or to service other trades which are working on the building, shall be performed under the terms and conditions and wage rates of this Agreement. The bargaining committees of the Union and of the Association jointly, shall be the sole interpreters of the application of this Section of the Agreement.

Section 2: Snow removal operations for municipalities and existing commercial and industrial accounts shall be accomplished under the terms of this Article. All commercial and industrial snow removal operations shall be paid at the Class B rate, exclusive of fringe benefits hereinafter specified. (This clause shall not apply to occasional snow removal on construction sites.)

Section 3: All other work including site preparation and grading, underground work, paving, etc. shall be paid according to the following classifications, wages and fringes.

Section 4: If an Engineer, Maintenance Engineer, or Junior Engineer/Oiler is ordered out to work and reports to the job, they shall receive two hours at the appropriate rate. If they work past two hours, they shall receive four hours at the appropriate rate, if they work past four (4) hours, they shall receive eight (8) hours pay at the appropriate rate.

Section 5: The 24 and 40 hour guaranteed work week shall not apply under this article.

The following schedules of wages shall be applicable to Excavating & Paving:

Classification	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Master Mechanic	\$34.13	34.91	35.74	36.62
Class A	\$32.13	32.91	33.74	34.62
Class B	\$31.66	32.44	33.27	34.15
Class C	\$30.97	31.75	32.58	33.46
Class D	\$27.48	28.26	29.09	29.97
Class E	\$26.25	27.03	27.86	28.74
Fringe Benefits, Contributions and Deductions:				
Welfare	\$8.10	8.60	\$9.10	\$9.60
Pension	\$9.70	\$9.70	\$9.70	\$9.70
Training	\$1.30	\$1.30	\$1.30	\$1.30
CPF	\$6.70	\$6.95	\$7.20	\$7.45
HRA	\$1.50	\$1.50	\$1.50	\$1.50
UNYE Suppl.*	\$1.35	\$1.70	\$2.05	\$2.40

Int'l Training	\$0.05	\$0.05	\$0.05	\$0.05
CIRST	\$0.05	\$0.05	\$0.05	\$0.05
ASP	\$0.19	\$0.19	\$0.19	\$0.19
UNICON	\$0.15	\$0.15	\$0.15	\$0.15
Dues Deduction (Total Pkg.)	-3.15%	-3.15%	-3.15%	-3.15%
VPAF	-\$0.10	-\$0.10	-\$0.10	-\$0.10

*UNYE Suppl. is non-benefit bearing (per Article XVIII above)

E&P CLASSIFICATIONS

MASTER MECHANIC / CLASSIFICATION A

All terrain telescoping material handler
 Asphalt Paver
 Automatic Fine Grader
 Backhoe (Except Tractor Mounted, Rubber Tired)
 Blacktop Plant (Automated)
 Cableway
 Caisson Auger
 Central Mix Concrete Plant (Automated)
 Dragline
 Dual Drum Paver
 Excavator-all purpose-Hydraulically operated
 Front End Loader (4 c.y. and over)
 Hoist, Two or Three Drum
 Hydro-Axe
 Hydraulic/Krupp Drill Type
 Pile Driver
 Power Grader with elevating loader attachment
 Quarry Master (or equivalent)
 Remote controlled excavator with attachments (Brokk or similar types)
 Shovel
 Slip Form Paver (if a second man is needed, he shall be an oiler)
 Tractor Drawn Belt-Type Loader
 Truck Crane
 Tunnel Shovel

CLASSIFICATION B

Articulated Off-road Material Hauler
 Backhoe (Tractor Mounted, Rubber Tired)
 Bituminous Spreader and Mixer
 Blacktop Plant (non-automated)
 Boring Machine
 Cage Hoist
 Central Mix Plant (non-automated) and all concrete batching plants
 Cherry Picker-5 tons and under
 Compressor (4 or less) exceeding 2,000 c.f.m. combined capacity
 Concrete Paver over 16S
 Concrete Pump
 Crusher
 Drill Rigs, Tractor Mounted
 Front End Loader (under 4 c.y.)
 Hi-Pressure Boiler (15 lbs. and over)
 Hoist, One Drum
 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)
 Maintenance Engineer
 Maintenance Grease Man
 Mechanical Slurry Machine
 Mixer for stabilized base self-propelled
 Monorail Machine
 Plant Engineer
 Power Broom

Power Grader
 Pump Crete
 Ready Mix Concrete Plant
 Road Widener
 Roller (all above sub-grade)
 Side Boom
 Skid Steer Loader with Attachments
 Tractor Scraper
 Tractor with Dozer and/or Pusher
 Trencher (Vac Truck)
 Winch

CLASSIFICATION C

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, Welding Machines (four of any type or combination)
 Concrete Pavement Spreaders and Finishers
 Conveyor
 Drill, Core
 Drill, Well
 Electric Pump used in conjunction with Well Point Systems
 Farm Tractor with accessories
 Fine Grade Machine
 Fork Lift
 Gunit Machine
 Hammers-Hydraulic self-propelled

Locomotive
 Post Hole Digger and Post Driver
 Pumps, regardless of motive power, not more than 4 in number not to exceed 20" in total capacity
 Submersible Electric Pumps when used in lieu of well Points
 Tractor with towed accessories
 Vibrator Compactor
 Vibro Tamp
 Well Point

CLASSIFICATION D

Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination)
 Concrete Mixer (16S and under)
 Concrete Saw self-propelled
 Form Tamper
 Mulching Machine
 Power Heaterman
 Pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity
 Revinus Widener
 Steam Cleaner
 Tractor

CLASSIFICATION E

Junior Engineer/Oiler

AGREEMENT SIGNATURE PAGES

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

Company Name

Company Address and Telephone

Signature of Duly Authorized Officer or Representative of Company

Print Name and Title

Signature of Business Representative - Local No. 158

Date

AGREEMENT SIGNATURE PAGES

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

Company Name

Company Address and Telephone

Signature of Duly Authorized Officer or Representative of Company

Print Name and Title

Signature of Business Representative - Local No. 158

Date

Copies to "Associations" and Fund Office(s)