

2023-2026

AGREEMENT

Between

**LABOR RELATIONS DIVISIONS
OF
ALBANY REGION
ROCHESTER REGION
CENTRAL NEW YORK REGION**

**ASSOCIATED GENERAL CONTRACTORS
OF NEW YORK STATE, LLC**

And

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL UNION

NO. 158

AFFILIATED WITH THE AFL-CIO

LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
OF NEW YORK STATE, LLC

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INDEX

ARTICLE	PAGE
Articles of Agreement.....	5
I. Purpose and Principles.....	5
II. Territorial Jurisdiction.....	6
III. Union Security.....	7
IV. Grievance and Arbitration Procedures.....	7
V. Definition.....	9
VI. Hours of Work.....	10
VII. Paid Holidays and Sundays.....	12
VIII. Pay.....	12
IX. Master Mechanics, Maintenance Engineers, Field Shop Foremen.....	13
X. Oilers and Firemen.....	13
XI. Termination, Discharge, and Mobility.....	14
XII. Election Day.....	14
XIII. Steward.....	14
XIV. Miscellaneous.....	14
XV. Operation of Well Points.....	15
XVI. Pile Driving and Sand Drains.....	16
XVII. Safety.....	16
XVIII. Most Favored Employer.....	16

ARTICLE	PAGE
XIX. Jurisdictional Disputes.....	17
XX. Duration.....	17
XXI. Savings Clause.....	17
XXII. Fund Contributions.....	17
XXIII. Subcontracting.....	19
XXIV. Apprentice Training.....	20
XXV. Nondiscrimination in Employment.....	21
XXVI. Status Quo on Certain Equipment.....	22
XXVII. Dues Deduction.....	22
XXVIII. Owner Mandated Requirements.....	23
XXIX. Construction Industry Research and SERIC Trust Fund	23
XXX Wage Rates and Classifications.....	23
XXXI. Complete Agreement.....	30
Individual Employer.....	31

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into the 1st day of April 2023, by and between the **LABOR RELATIONS DIVISION, ALBANY REGION, ROCHESTER REGION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC** (hereinafter referred to as the "Association") acting for and on behalf of its present and future members, (hereinafter called the "Employer") as parties of the first part, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 158** (hereinafter referred to as the "Union"), as party of the second part, and shall continue in full force and effect through the 31st day of March, 2026 unless changed by mutual consent as provided hereinafter and thereafter as provided by Article XX.

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

ARTICLE I - PURPOSE AND PRINCIPLES

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

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

- (a) That there should be no limitations to the amount of work an employee shall perform during their working day, it being understood that the the employee shall perform a fair and honest day's work.
- (b) That there shall be no restriction of the use of machinery, tools or appliances except as hereinafter modified by this Agreement.
- (c) That no person shall have the right to interfere with the workmen during working hours.
- (d) If any of the Parties of the First Part engage in any class of work not embodied in Heavy and/or Highway Construction as hereinafter defined, then this Agreement is of no force or effect on any such contract.

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

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

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

ARTICLE II TERRITORIAL JURISDICTION

1. The Territorial Jurisdiction covered by this Agreement shall be the counties of: Albany, Broome, Chenango, Clinton, Columbia, Northern part of Dutchess (to the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 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, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren and Washington Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates, and the Eastern part of Genesee (including the City of Batavia) Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Seneca and Tompkins.

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

BUSINESS REPRESENTATIVES

District 106

Jonathan Lanse, Business Manager
Michael Lyons, Labor Relations Specialist
Robert Aikens, District Manager
Thomas Benton, Business Representative
Brian Biche, Business Representative
Christopher Manus, Business Representative
William Walsh, Business Representative

Address:

27 Hannay Lane
Glenmont, NY 12077
(518) 431-0600
FAX: (518) 431-0726

District 545

Theron Hogle, District Manager
Karl Button, Business Representative
Donald Smith, Business Representative
Anthony Tubolino, Business Representative

Address:

5612 Business Avenue
Cicero, NY 13039

(315) 492-1752
FAX: (315) 469-7870

District 832

Grant Malone, District Manager
Howard Halberstadt, Business Representative
Darren Leach, Business Representative
Thomas Schweizer, Business **Representative-**
John Tarasuk, Business **Representative-**

Address:

P.O. Box 93310
Rochester, NY 14692
(585) 272-9890
FAX: (585) 272-7785

ARTICLE III - UNION SECURITY

1. It is agreed that on the eighth (8th) day following the beginning of employment of an employee or the effective date of this Agreement, whichever is later, membership in the Union shall be a condition of employment. The hiring of new workmen and the discharging of employees upon the request of the Union shall be in accord with the Labor Management Relations Act of 1947, as amended.

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

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

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURES

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

2. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth. It is agreed that all matters pertaining to the interpretation of the Agreement must be referred directly to the joint Committee of the Union and the AGC/LRD, provided that if a grievance has not been filed the matter shall not be subject to arbitration until the grievance has been filed.

Step 1. All grievances must be made known in writing to the other party within seven (7) working days after the reason for such grievance has occurred. An authorized representative of the Union shall first submit a written grievance to the Job Superintendent, or their duly authorized representative. The authorized representative of the Union of the Employee or employees involved shall be present at any meeting between the Job Superintendent and such employee or employees. The Job Superintendent or their duly authorized representative must make a written disposition of the matter within two (2) working days after the submission of such

written grievance thereto.

- Step 2. If the disposition of the matter by the Job Superintendent or their duly authorized representative is not satisfactory, the matter must be taken up by the Business Agent, and representative of the Employer with authority to act within forty-eight (48) hours of the written disposition set forth in Step 1.
- Step 3. If the disposition of the matter in Step 2 is not satisfactory, the Business Manager shall attempt to resolve the matter with the Labor Relation Division designate, AGC within forty-eight (48) hours after Step 2.
- Step 4. If the deposition of the matter in Step 3 is not satisfactory, either party has the right to file its grievance with the Joint Committee referred to in Item 2 of this Article within three (3) working days after Step 2.
- Step 5. The Unions, Association and Employer who are signatories to this shall together establish for the duration of the Agreement, a Joint Committee. The Joint Committee shall consist of three (3) representatives of the employers who will be the Employer involved, an AGC LRD Representative and an AGC Designated Representative and three (3) representatives of the Union who will be the Business Manager presenting the issue, the District Manager and the Business Representative. All meetings of the Joint Committee must be attended by each member or their alternate, but the absence of any member or alternate shall not invalidate the action of the members of the Union Committee who are present.

It shall be the function of the Joint Committee to settle disputes and grievances which cannot be settled in accordance with Steps 1, 2 and 3 of the grievance procedure. The Joint Committee shall formulate rules of procedure to govern the conduct of its proceedings including the time, date, and place of meetings.

A decision by a majority of the Joint Committee shall be final and binding on the parties and employees involved. Failure of either party involved to comply with any final decision of or to submit to the jurisdiction of the Joint Committee shall give the other party the immediate right to all legal and economic recourse.

3. Rights of the Joint Committee: The Joint Committee shall have the right to investigate all facts pertaining to the dispute. The Joint Committee shall, upon each dispute or grievance processed in accordance with this Article after completion of or as a part of Step 2, have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit.

4. Arbitration: If a grievance cannot be satisfactorily settled by a majority decision of the Joint Committee, the grievant shall request a list of seven (7) arbitrators from (1) the Federal Mediation and Conciliation Service; or ~~(2)~~ the Labor panel of the American Arbitration Association; for final and binding decision. Such request shall be no later than fifteen (15) calendar days, from the date of the oral announcement of the Joint Committee's decision, by the grievant or their duly assigned representative. Further any arbitration agency named shall be used only for every third arbitration that may arise between the parties to the end that arbitrators be selected on a rotating basis in the order in which the agencies are hereinabove listed. The arbitrator shall be selected by alternately eliminating names from the seven (7) person list until one remains, the grievant or their representative shall strike the first name.

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

5. Violations concerning wages, hours, and all fringe benefit payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days' notice to the Employer that the Union will withdraw its workmen from the Employer's service. If the Employer contends there is a question of fact regarding the alleged violation, they may file for arbitration within the aforesaid three (3) working days with a copy to the Local Union and a copy to the Co-Secretaries of the Committee. When a grievance has been filed, there shall be no work stoppage pending resolution of the dispute pursuant to Article IV (2)(3) and subsequent provisions of this Article. Work jurisdiction, that is, disputes with respect to whether one group of employees or another group of employees, shall perform certain work on the project is expressly not arbitrable under this contract.

6. Any discharged employee may file a grievance no later than four (4) days after discharge by a written notice submitted to the Project Manager or Superintendent and the Local Union and such grievance shall be immediately processed in accordance with the steps of the grievance procedure.

7. The administrative costs of the Joint Committee shall be borne equally by the Employers and the Union.

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

9. The Union, Association and Employer expressly agree that the Contractors, present and future, who comprise the multi-employer bargaining group, do not subscribe to, are not a part of, nor are they to any extent bound by the Impartial Board for the Settlement of Jurisdictional Disputes or the rules, regulations, or procedures of the Impartial Board for the Settlement of Jurisdictional Disputes.

ARTICLE V - DEFINITION

1. This Agreement shall apply to all Heavy and Highway Construction which terms are defined as being all work performed outside of a building, including, but not limited to: Hydroelectric projects, sewage treatment projects, lift and pumping stations for the movement of treatment of sewage, water pollution control treatment plants, water supply, drainage sanitation, reclamation, irrigation and flood control projects; dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges and similar structures; pile driving, abutments, retaining walls, power plants, transmission lines, solar farms and the preparation of the job site for that purpose, duct lines, pipe lines, sewers, water mains, industrial sites, school sites, and athletic fields, including the installation, operating, maintenance and disassembly of construction equipment and plants used in connection with and servicing the aforementioned work, excepting repairs of such nature that they cannot be made by the Employees.

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

ARTICLE VI - HOURS OF WORK

1. For purposes of determining overtime eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a week's work.

2. Normal workday shall consist of eight (8) hours with one-half (1/2) hour for lunch. For all operators the starting times shall be set by the Employer except that starting times shall not be changed from day to day. The workday must start no sooner than 6:00 a.m., not later than 9:00 a.m., except as may be otherwise mutually agreed upon by the Employer and the Union or as required to comply with project owner mandated traffic restrictions, project owner mandated site access restrictions, or other job specific conditions. A pre-job conference will be held to layout work time start schedules.

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

4. (a) The second shift shall receive an additional \$2.00 per hour for hours worked and the third shift shall receive an additional \$4.00 per hour for hours worked.
- (b) On three shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shift.
5. (a) On multiple shift work, the work week shall start not earlier than 5:00 a.m. The Contractor shall set the starting time.
- (b) Special cases of starting time may be set by mutual consent.
- (c) All time worked in excess of the normal shift shall be considered overtime.
6. (a) There shall be a twenty-four (24) hour guarantee, Monday through Saturday. If an employee is called out to work, they are guaranteed twenty-four (24) hours or the number of eight (8) hour days remaining between the day of hiring and Friday, whichever is less. The guarantee may be terminated by layoff prior to completion of the twenty-four (24) hour guarantee. In such case, the employee shall receive at least eight (8) hours pay for each day, from date of hire until the date of shut-down or layoff. Any employee who reports for work at the regularly appointed starting time, unless they have been notified at least eight (8) hours previous to the regular starting time on the day their services are not required, shall be entitled to show-up of two (2) hours at the straight time rate. The employee shall remain on the job for the two (2) hour period unless otherwise directed by the employer. Two (2) hour show-up time shall apply toward the twenty-four (24) hour guarantee. For example, if an employee is called to work on Tuesday and laid off on Thursday, they shall receive at least eight (8) hours pay for Tuesday, at least eight (8) hours pay for Wednesday, and at least two (2) hours pay for Thursday. If an employee is called out to work on Saturday, the provisions of Section 7 shall apply.

- (b) A paid holiday not worked may not be used as a basis for make-up time. If an employee takes time off for their own personal business, their guaranteed work week will be reduced by the number of hours or days off.
7. (a) One and one-half (1½) times the rates set forth in this agreement shall be paid for all work in excess of eight (8) hours per day and in excess of forty (40) hours per week.
- (b) All work performed on Saturday shall be paid at the rate of time and one-half (1½).
 - (c) If an employee is ordered out Saturday and their services are not used, they shall be entitled to a show-up time of two (2) hours at time and one-half. Such employee shall remain on the job for two (2) hour period unless otherwise directed by the Employer.
 - (d) If such employee reports on the job and works in excess of two (2) hours on a Saturday, they shall receive four (4) hours pay at time and one-half (1½).
 - (e) If such employee works in excess of four (4) hours on a Saturday, they shall receive pay for actual hours worked that day at time and one-half (1½).
 - (f) Show-up time/standby time- actual hours worked shall apply toward the twenty-four (24) guarantee. Premium pay in excess of the actual hourly rate of pay shall not apply towards the twenty-four guarantee.

8. Four (4) consecutive ten (10) hour days may be worked at straight time Monday thru Thursday, unless prohibited by law. Friday can be a make-up day at ten (10) hours per day straight time because of inclement weather.

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

10. **SINGLE IRREGULAR WORK SHIFT:** A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m. any five (5) consecutive days beginning on Sunday evening and ending on Saturday morning. Work performed after 8 hour shift will be paid at overtime rate. The payment of double time on Sunday will not apply to the Sunday hours after 5:00 pm if the irregular shift is the first day of the night shift start. Example: A night shift starting on Sunday night will end Friday morning. Any time after normal 8 hours will be paid at overtime. All employees who work a single irregular work shift on government mandated night work shall be paid an additional \$2.50 per hour. Section 10 will be effective for work bid on or after July 1, 2019. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

11. Pursuant to Section 9 of New York Labor Law Chapter 31, Article 6 196-b (“New York Paid Sick Leave Law”) the Employer shall make a one-time contribution to the wage rate of \$.75 per hour on the employees’ behalf, as set forth in this collective bargaining agreement, in lieu of providing benefits in manner described in the New York Paid Sick Leave Law, this paragraph shall take effect beginning July 1, 2023.

**ARTICLE VII - District 106, 545 & 832
PAID HOLIDAYS AND SUNDAYS**

1. (a) Paid holidays to be observed are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, irrespective of the day of the week on which the holiday may fall. If the holiday falls on Sunday, it will be celebrated on Monday. In the event that employees work on this Sunday holiday, they shall be paid double time. In the event that employees work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.
- (b) If the holiday falls on a Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.
- (c) When a holiday falls on a Saturday, the Employer has the option to either work Friday and pay Saturday as the holiday, or, not work Friday and pay the day in lieu of the holiday. Holiday pay shall be based on eight (8) hours of pay.
2. (a) Any employee laid off within the week in which a holiday falls shall receive holiday pay, provided the holiday occurs after the date of hire.
- (b) Holiday pay shall be paid at the employee's regular classification.
3. 3. An employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay, **provided the employee has been employed two (2) working days prior to the Holiday**. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay.
4. If an employee is ordered out and reports for work on a holiday, set forth in Section 1 above, and does not start, then they shall be paid a minimum of four (4) hours straight time in addition to the straight time given for said paid holiday. If they starts work on a paid holiday, they shall be paid a minimum of eight (8) hours pay at double time plus the holiday pay.
5. If an employee is ordered out to work on a Sunday and reports on the job but their services are not used, they shall receive a minimum of four (4) hours pay at straight time. If they report on the job and does start to work on a Sunday, they shall receive four (4) hours pay at double time. If such employee works in excess of four (4) hours on Sunday, they shall be paid a minimum of eight (8) hours pay at double time.

ARTICLE VIII – PAY

1. All wages under this Agreement shall be payable on the job every week by cash, check or direct deposit. Not more than six (6) days pay shall be held back. Checks, pay stubs and pay envelopes shall show all information required by law, and shall show the Employer's name. This applies to layoff, termination, etc. A paper copy of the payroll information will be furnished upon request.
2. If any employee is discharged or laid off or not paid on their regularly scheduled pay day, all accrued wages shall be due and paid immediately, except that an employee may be paid by check mailed or paid by direct deposit within two (2) business days. If not mailed within two (2) business days, such employee shall be paid an additional \$35.00 for each additional twenty-four (24) hour period the check was not mailed.

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

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

1. For each Employer that employs nine (9) or more engineers excluding oilers on any one shift or one project, a Master Mechanic, competent for the work shall be employed to be responsible under the direction of the Employer for the routine performance of the work of operators, oilers, maintenance and repairs. The Master Mechanic will operate equipment at the discretion of the Employer until such time as the twelfth (12th) engineer (excluding oilers) is employed. The Master Mechanic shall be selected by the Employer from among qualified applicants supplied by the local union having jurisdiction of the project unless otherwise mutually agreed upon. There shall be 100% mobility of the Master Mechanic, provided the Employer notifies the Union by telephone.

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

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

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

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

6. It shall be within the Employer's discretion to hire a Field Shop Foreman and/or Assistant Master Mechanic where they deem it necessary. Where a Field Shop Foreman and/or an Assistant Master Mechanic is employed, their rate shall be one-dollar (\$1.00) per hour over Classification A.

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

ARTICLE X - OILERS AND FIREMEN

1. An Oiler, Fireman or Second Engineer will be employed on any crane 100T and over. Their duties shall be to assist the engineer in oiling, greasing, and preparing all machines, giving signals when necessary and changing of buckets and scale boxes. If the Employer determines that a second man is needed, they shall be an oiler. If a second employee is required by the Employer on an auger and/or post driver, they shall be an oiler. When one (1) man operates said machine, they shall be an engineer. If additional help is required for assembly, disassembly, transport, they shall be operating engineers.

2. Where helpers are required on the grease rig, they shall be Engineers.
3. Oilers and maintenance greasemen shall service the machines during the regular lunch period. They shall take their lunch period either before or after the regular lunch period, if so directed by the Employer.
4. The Oiler must have their assigned rig running at the shift starting time. The absence of the assigned oiler shall not prevent the operator from operating, when the absence of the oiler is beyond the Contractor's control.
5. Within thirty (30) days from layoff date the Employer shall furnish a mutually agreed upon document on company letterhead detailing the hours worked in and around the crane for purposes of obtaining a NYS Crane Certification, provided the employee supplies a record to the Employer of said hours.

ARTICLE XI - TERMINATION, DISCHARGE & MOBILITY

1. After consultation with the Master Mechanic, the Employer is to be the judge as to the satisfactory performance of work but no employee may be discharged for defending the rights of any employee under the terms of this Agreement, or without just cause.
2. Upon completion of their work, the Master Mechanic may be moved by the employer from one project to another within the local union's jurisdiction. It is further agreed that upon completion of their work any employees covered by the terms of this Agreement may be moved by the Employer from one project to another within the local union's jurisdiction.
3. Engineers may be moved from one Local Union's area to another's as provided for in the KEY EMPLOYEE provision of the I.U.O.E. constitution.

ARTICLE XII -ELECTION DAY

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

ARTICLE XIII - STEWARD

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

ARTICLE XIV - MISCELLANEOUS

1. There shall be unlimited changes on all machines. In the event of a change, the operator shall receive the rate of the higher machine for the entire day.
2. (a) Electric pumps or submersible pumps need not be manned. In the event that the Employer desires to man electric pumps or submersible pumps, an engineer shall be assigned.

(b) Submersible electric pumps when used in lieu of well points.
3. The maintenance and repair of pumps shall be the work of the Union.

4. Prior to commencement of work, employees covered by this Agreement will be covered by Unemployment, D.B.L. and Workmen's Compensation Insurance as required by law.

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

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

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

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

(b) Should the Employer require the employees to stay out-of-town overnight, the Employer will pay reasonable expenses for meals and lodging upon furnishing receipts.

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

10. 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, and generators.

11. **WORK AT HAZARDOUS WASTE SITE.** When an Employer covered by this Agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished and wear the equivalent of Level C or above forms of personal protection, then in such case an employee shall receive their regular hourly rate plus \$2.50 per hour, if said premium is included in the prevailing wage rate schedules.

ARTICLE XV - OPERATION OF WELL POINTS

Where well point system and well systems are required, the maintenance, installation and operation shall be the work of the Union. It shall be at the Employer's discretion whether the system will be manned.

ARTICLE XVI - PILE DRIVING AND SAND DRAINS

1. An operating engineer will assemble the crane, compressor, boiler, or electric or hydraulic power system (for electric or hydraulic extractor or hammer). Where any combination of and any number of pieces of equipment, including air compressors, welding machines, pumps, power pack for vibratory hammers, and any other typically hands-off equipment relating to pile driving are utilized, then one (1) operator at the applicable crane rate and one (1) operator at the Class A rate will be required, unless equipment is utilized through mutual agreement between the Union and the Employer which would only require one operator.
2. An operating engineer will repair diesel hammer when out of leads and unhooked from cables.
3. An operating engineer will replace load cables and run through leads.

ARTICLE XVII - SAFETY

The Union and Employers agree that willful neglect by an employee to obey company safety rules and regulations or to obey safety rules, standards, and regulations prescribed pursuant to the Occupational Safety and Health Act (OSHA) or other governmental regulation or legislation or to use properly such safety devices or equipment as provided by the company may be just cause for discharge. A copy of the company safety program shall be furnished each employee at time of employment. Employee's signature shall be proof of acknowledgement. Discipline and/or termination may be challenged through the grievance and arbitration procedures of this Agreement. At the time of hire all employees will be required to provide proof of successful completion of the OSHA 10-hour safety training and, if mandated by NYS to comply, the completion of the NYS Certified Excavator Program.

DRUG/ALCOHOL ABUSE POLICY: 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 time of employment. Employee's signature shall be proof of acknowledgement.

The parties to this agreement mutually agree to develop and implement procedures including compensation for pre-employment drug testing; to develop and implement procedures for OSHA certification of all employees; to establish a task force on the formation of a labor-management cooperation trust and to develop and implement procedures for workers compensation alternative dispute resolution.

All employees shall 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. Where any employees are working, portable toilets shall be readily accessible.

ARTICLE XVIII - MOST FAVORED EMPLOYER

1. If the Union enters into any agreement with any individual Employer or group of Employers performing work covered by the terms of this Agreement and that Agreement provides for more favorable wages, hours or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions.

2. This clause shall not apply to isolated or emergency situations which may occur from time to time under regular job conditions, nor shall this clause apply to any project agreement that is put in place before the bid.

ARTICLE XIX - JURISDICTIONAL DISPUTES

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.

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.

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 of decision of the Board and will immediately place same into effect and assign the work in accordance with the Board's award or decision.

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

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 them by the provision of this contract dealing with work jurisdiction.

ARTICLE XX - DURATION

This Agreement shall remain in full force and effect from April 1, 2023 to March 31, 2026. It shall be renewed from year to year unless either party serves written notice that it desires to modify or terminate the Agreement at least sixty (60) days prior to March 31, 2026, or sixty (60) days prior to March 31 of any year thereafter.

ARTICLE XXI - SAVINGS CLAUSE

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

ARTICLE XXII - FUND CONTRIBUTIONS

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

1. Upstate New York Training Fund's 158
2. Upstate New York Engineer's Health Fund / HRA

3. Upstate New York Engineer's Pension Fund
4. Central Pension Fund of the International Union of Operating Engineers and Participating Employer's ("Central Pension Fund")
5. Health Reimbursement Account
6. Pension Supplement

Such contributions are to be remitted to the proper above mentioned Funds, all of which are located at 101 Intrepid Lane, Syracuse, New York, 13205 in the mode and manner as determined by the Board of Trustees of each respective fund, pursuant to the terms of Agreements and Declarations of Trusts between the Labor Relations Division, Associated General Contractors of New York State LLC, and Local Unions 17, 463 and 158 of the International Union of Operating Engineers.

(b) It is further agreed that the Employers signatory hereto agree to contribute to the Central Pension Fund the proper amounts hereinafter set forth in Article XXIX for each actual hours worked.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to the Funds after notice has been served upon such delinquent Employer and the Association, the Employer shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, liquidated damages, costs and fees of collection, of the amount of said delinquency and the costs of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies, all at the rates set forth in the Funds' Trusts and/or Policies.. The failure of any Employer to make timely and proper contributions and remittances to the Funds shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provision contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Unions exercise such option under this section, such delinquent Employer agrees to pay as liquidated damages, each of said Employer's employees in the collective bargaining unit of the Unions, their regular rate of pay for all time lost from work, 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 employee(s) 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 Welfare, Pension, Central Pension Fund, Upstate New York Training Funds 158, (jointly referred to as the "Funds") and Dues Assessment to the Union.

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

5. The 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 Plan 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.

6. The Upstate New York Engineers Health Fund, Upstate New York Engineers Pension Fund, the Upstate

New York 158 Training Funds, and the Central Pension Fund (jointly referred to as "Funds") shall be administered pursuant to provisions of Agreements and Declarations of Trust of the respective Funds, the Collection Policy, the Mistaken Contribution Policy, and the Withdrawal Liability Policy (jointly referred to as "Policies") established by the various Funds' Trustees, and shall be in compliance with the requirements of State and Federal laws governing and regulating such trusts. Such Agreements and Declarations of Trust and Policies, together with any amendments to the Trusts or Policies, are hereby incorporated herein by reference as if fully set forth herein.

7. The parties to this Collective Bargaining Agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions of said Agreements and Declarations of Trust of the Funds, the Collection Policy, the Withdrawal 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.

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

9. Title to all the monies paid into and/or due and owing to the Health Fund, Pension Fund, S.U.B. 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 contribution constitute plan assets.

ARTICLE XXIII - SUBCONTRACTING

1. Except as allowed by Sections 5, 6 & 7 of this Article, it is agreed by and between the parties hereto, that if the Association, parties hereto, subcontract job site work falling within the terms of this contract, provisions shall be made in each subcontract for the compliance by said subcontractor with terms, conditions of employment, wage supplements and wage rates not less than those contained herein. It is further agreed that prior to the subcontractor starting work, said subcontractor shall be in contractual relations with the Union and will meet with the Union for a prejob conference if requested. The intent of the foregoing clause is to bind the subcontractor to the same contract that the Union has with the general contractor in its entirety, i.e., manning provisions, rates, fringes, etc. It further and specifically means that Operating Engineers will operate all equipment as defined in this Agreement, used by the subcontractor. It is fully intended to protect Contractors and the Operating Engineers that they employ.

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

3. Notwithstanding anything contained in this Article, the provisions hereof shall not be applicable to a serviceman of a secondary Employer on the job site for the purpose of performing work on any new construction equipment which is covered by a warranty only for a reasonable period of time with respect to the warranty as to such equipment.

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

5. In the event that the Employer subcontracts to a non-signatory subcontractor, the Employer will not be responsible for payment of fringe benefits to Union Funds nor will the Employer be responsible for any future Fund Liability due to work performed by non-signatory Subcontractors. The Employer will be responsible to assure that any applicable Posted Wage and Benefit Rates to be paid by the Subcontractor through certified payroll be paid by Subcontractors. These provisions shall not diminish the Employer's liabilities under the provisions of Section 198(e) or Section 223 of New York State Labor Law.

6. It is recognized that there are specific subcontract requirements for D/M/WBE & SDVOB participation in most public works contracts and that exceptions to this Subcontracting Article may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a prejob meeting with these subcontractors and the Union. If the Employer contracts with non-signatory firms under this section, it shall not be held liable for the non-signatory contractor's benefit payments.

7. It is understood that there may be specialty work that arises on a given project. In the event that the Union is unable to refer competitive signatory contractors or employees to the Employer that have experience performing such specialty work, the Employer may sub-contract to a non-union specialty sub-contractor. Every effort will be made by the Employer to arrange a prejob meeting with the non-signatory subcontractor. If the Employer contracts with non-signatory firms under this section, it shall not be held liable for the non-signatory contractor's benefit payments.

8. The Employer will provide timely notification to the Union and hold a pre-job meeting whenever it exercises the relief afforded in paragraphs 5, 6 or 7 of this Article.

ARTICLE XXIV - APPRENTICE TRAINING

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

2. The number of apprentices per project shall be determined at the prejob meeting. Only one (1) first year apprentice per project. The Union will be in compliance with D.O.T. specifications at all times.

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

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

The wages and fringe benefit contributions, and/or dues deductions and political action fund deductions effective July 1, 2023 shall be paid on the effective dates of July 1, 2023, July 1, 2024 and July 1, 2025.

4: "For every ten (10) journey workers employed by the Employer, at least one (1) apprentice shall be employed."

It was agreed upon by both parties that signatory Employers will contribute \$0.05/per hour to the IUOE National Training Fund.

Plus the full amount of the applicable fringe benefits for District 545 and District 832.

In addition to the above wages, fringe benefits shall be as follows for District 106:

	<u>7/1/23- 6/30/24</u>	<u>7/1/24 – 6/30/25</u>	<u>7/1/25 – 6/30/26</u>
Health and Welfare	\$9.60	\$10.10	\$10.60
Pension	\$5.75	\$5.75	\$5.75
UNYE Supplement	\$2.75	\$3.10	\$3.45
CPF	\$6.60	\$6.60	\$6.60
Training	\$.95	\$.95	\$.95
HRA	\$.75	\$.75	\$.75
CIRST	\$0.15	\$0.15	\$0.15
International Training	\$0.05	\$0.05	\$0.05
Total Fringe Benefits	\$26.60	\$27.45	\$28.30
Dues Deduction	- 3.15%	- 3.15%	- 3.15%
VPAF deduction	- \$.10	- \$.10	- \$.10

ARTICLE XXV - NONDISCRIMINATION IN EMPLOYMENT

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

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 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.

3. The Union and the Employer are mutually committed to providing a workplace free from discrimination and sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Article is one of both the Union and the Employer's commitment to a discrimination-free work environment. At the time of hire all employees will be required to provide proof of successful completion of the New York State Sexual Harassment Prevention Policy. In the event the certification cannot be provided by the employee, the employee will be required to successfully complete the Employers Sexual Harassment Training Program before being employed on the project.

ARTICLE XXVI - STATUS QUO ON CERTAIN EQUIPMENT

1. The parties hereto recognize that the operation of certain equipment and work assignments may raise questions regarding jurisdiction of work in areas of one or more of the local Unions party to this Agreement. The equipment involved is set forth below:

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

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

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

ARTICLE XXVII - DUES DEDUCTION

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

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

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

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

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

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 at the rates established by the Joint Board of Trustees for the unpaid and untimely paid monies, attorneys' fees and costs, and other costs and expense incurred and arising in the collection of the delinquency.

ARTICLE XXVIII – OWNER MANDATED REQUIREMENTS

All employees shall 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.

ARTICLE XXIX - CONSTRUCTION INDUSTRY RESEARCH AND SERIC 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 provision 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 XXX - WAGE RATES AND CLASSIFICATIONS

1. Set forth below are the agreed upon wage classifications for this Agreement:
2. **Master Mechanic** (guaranteed 40 hours per week Monday through Friday).
3. **Tower Cranes** will be manned by two (2) Class A1 operators who will receive \$3.00 per hour over their applicable rate. Tower cranes to include stationary, rail mounted, truck or carrier mounted and crawler mounted, hydraulic or friction. For any mode of power, crew to be assigned to crane upon start of erection and will be employed until crane is dismantled and shipped off job. A Maintenance Engineer (Mechanic) will be employed to assist assembly, jacking of crane and disassembly. One operator is required on any Potain HDT 80 self-erecting mobile tower crane or similar.

CLASSIFICATION A1: (\$3.00 over current Class A Rate)

All Cranes, that require a NYS Crane License

The following wage rates and premiums shall apply for all Districts:

Crane Operator Rates A1 Rate is \$3.00 above A Rate	
Cranes 0 to 64 tons	A1 rate
Cranes from 65-110 tons	A1 rate + \$1.50
Cranes from 111-199 tons	A1 rate + \$2.00
Cranes from 200-399 tons	A1 rate + \$3.00
Cranes from 400-599 tons	A1 rate + \$4.00
Cranes from 600-799 tons	A1 rate + \$5.00
Cranes from 800-999 tons	A1 rate + \$6.00
Cranes over 1000+ tons	A1 rate + \$7.00
Tower Cranes =	A1 rate + \$3.00
Cranes in Luffer Configuration:	A1 rate + \$5.00
Cranes with external ballast (tray or wagon)	A1 rate + \$5.00

CLASSIFICATION A:

Asphalt Curb Machine, Self Propelled, Slipform
Asphalt Paver
Automated Concrete Spreader (CMI Type)
Automatic Fine Grader
Backhoe (Except Tractor Mounted, Rubber Tired)
Backhoe Excavator Full Swing (CAT 212 or similar type)
Back Filling Machine
Belt Placer (CMI Type)
Blacktop Plant (Automated)
Blacktop Roller
Boom truck
Bull Dozer being operated with active GPS
Cableway
Caisson Auger
Central Mix Concrete Plant (Automated)
Concrete Curb Machine, Self Propelled, Slipform
Concrete Pump
Crane
Cherry Picker
Derricks (steel erection)
Dragline
Overhead Crane (Gantry or Straddle type)
Pile Driver
Truck Crane
Directional Drilling Machine
Dredge
Dual Drum Paver
Excavator (All PurposeHydraulically Operated) (Gradall or Similar)
Front End Loader (4 cu. yd. and Over)
Head Tower (Sauerman or Equal)
Hoist (Two or Three Drum)
Holland Loader
Maintenance Engineer
Mine Hoist
Mucking Machine or Mole
Pavement Breaker(SP) Wertgen; PB-4 and similar type
Power Grader
Profiler (over 105 H.P.)
Quad 9
Quarry Master (or equivalent)
Rotating Telehandler
Scraper (Including Challenger Type)
Shovel
Side Boom
Slip Form Paver (If a second man is needed, they shall be an Oiler)
Tractor Drawn BeltType Loader

Truck or Trailer Mounted Log Chipper (Self Feeder)
Tug Operator (Manned Rented Equipment Excluded)
Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired)
Bituminous Recycler Machine
Bituminous Spreader and Mixer
Blacktop Plant (NonAutomated)
Blast or Rotary Drill (Truck or Tractor Mounted)
Boring Machine
Brokk
Cage Hoist
Central Mix Plant (NonAutomated) and All Concrete Batching Plants
Concrete Paver (Over 16S)
Crawler Drill, Self-contained
Crusher
Diesel Power Unit
Drill Rigs, Tractor Mounted
Front End Loader (Under 4 cu. yd.)
Greaseman/Lubrication Engineer
HiPressure Boiler (15 lbs. and over)
Hoist (One Drum)
Hydro-Axe
Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, they shall be an Oiler)
L.C.M. Work Boat Operator
Locomotive
Material Handling Knuckle Boom
Mini Excavators under 18,000 lbs.
Mixer (for stabilized base selfpropelled)
Monorail Machine
Plant Engineer
Profiler (105 H.P. and under)
Pug Mill
Prentice Loader
Pump Crete
Ready Mix Concrete Plant
Refrigeration Equipment (for soil stabilization)
Road Widener
Roller (all above subgrade)
Sea Mule
Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill
Skidder
Tractor with Dozer and/or Pusher
Trencher
Tugger Hoist

Vacuum machine – mounted or towed
Vermeer saw (ride on, any size or type)
Welder
Winch
Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck
Articulated Heavy Hauler
Aggregate Plant
Asphalt or Concrete Grooving Machine (ride on)
Ballast Regulator, Ride-on
Boiler (used in conjunction with production)
Bituminous Heater, self-propelled
Boat (powered)
Cement and Bin Operator
Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light
Plants, Heaters (hands-off equipment)
Concrete Pavement Spreader and Finisher
Concrete Paver or Mixer (16S and under)
Concrete Saw (self-propelled)
Conveyor
Deck Hand
Directional Drill Machine Locator
Drill, Core
Drill, Well
Farm Tractor with accessories
Fine Grade Machine
Fireman
Fork Lift
Form Tamper
Grout Pump
Guniting Machine
Hammers (Hydraulic self-propelled)
Hydra-Spiker, ride-on
Hydraulic Pump (jacking system)
Hydro-Blaster (Water)
Mulching Machine
Oiler
Parapet Concrete or Pavement Grinder
Post Hole Digger and Post Driver
Power Broom (towed)
Power Heaterman
Power Sweeper
Revinus Widener
Roller (Grade and Fill)
Scarifier, ride-on
Shell Winder

- Skid steer loader (Bobcat or similar), including all attachments
- Span-Saw, ride-on
- Steam Cleaner
- Tamper, ride-on
- Tie Extractor, ride-on
- Tie Handler, ride-on
- Tie Inserter, ride-on
- Tie Spacer, ride-on
- Tire Repair
- Track Liner, ride-on
- Tractor
- Tractor (with towed accessories)
- Vibratory Compactor
- Vibro Tamp
- Well Point

1. In the event that equipment listed under Article XXIX 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.

2. Set forth below are the agreed-upon wages, fringe benefit contributions, and/or dues deductions, and voluntary political action fund deductions effective July 1, 2023. Three year agreement with wage increase in the wages set forth below starting on July 1, 2023 as follows:

- 7/1/23 – increase of 4% on A Classification in each district and \$.75 per hour for NYS Paid Sick Leave
- 7/1/24 – increase of 4% on A Classification in each district.
- 7/1/25 – increase of 4% on A Classification in each district.

**DISTRICT 106 LRD/AGC
INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 158
2023-2026 Heavy & Highway Wage Rate Schedule**

Effective Dates July 1, 2023 - June 30, 2024

Classification	Wage	Welfare	Pension Fund	UNYE Suppl.	TRNG	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Ded.	*VPAF	Total per hour
Master Mechanic	\$54.24	\$9.60	\$7.95	\$2.75	\$1.30	\$8.35	\$1.35	\$0.15	\$0.05	\$31.50	-3.15%	-\$0.10	\$85.74
Class A	\$52.63	\$9.60	\$7.95	\$2.75	\$1.30	\$8.35	\$1.35	\$0.15	\$0.05	\$31.50	-3.15%	-\$0.10	\$84.13
Class B	\$51.72	\$9.60	\$7.95	\$2.75	\$1.30	\$8.35	\$1.35	\$0.15	\$0.05	\$31.50	-3.15%	-\$0.10	\$83.22
Class C	\$49.15	\$9.60	\$7.95	\$2.75	\$1.30	\$8.35	\$1.35	\$0.15	\$0.05	\$31.50	-3.15%	-\$0.10	\$80.65

Effective Dates July 1, 2024 - June 30, 2025

Classification	Wage	Welfare	Pension Fund	UNYE Suppl.	TRNG	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Ded.	*VPAF	Total per hour
Master Mechanic	\$57.01	\$10.10	\$7.95	\$3.10	\$1.30	\$8.60	\$1.35	\$0.15	\$0.05	\$32.60	-3.15%	-\$0.10	\$89.61
Class A	\$54.90	\$10.10	\$7.95	\$3.10	\$1.30	\$8.60	\$1.35	\$0.15	\$0.05	\$32.60	-3.15%	-\$0.10	\$87.50
Class B	\$53.99	\$10.10	\$7.95	\$3.10	\$1.30	\$8.60	\$1.35	\$0.15	\$0.05	\$32.60	-3.15%	-\$0.10	\$86.59
Class C	\$51.42	\$10.10	\$7.95	\$3.10	\$1.30	\$8.60	\$1.35	\$0.15	\$0.05	\$32.60	-3.15%	-\$0.10	\$84.02

Effective Dates July 1, 2025 - June 30, 2026

Classification	Wage	Welfare	Pension Fund	UNYE Suppl.	TRNG	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Ded.	*VPAF	Total per hour
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Master Mechanic	\$58.91	\$10.60	\$7.95	\$3.45	\$1.30	\$8.85	\$1.35	\$0.15	\$0.05	\$33.70	-3.15%	-\$0.10	\$92.61
Class A	\$57.30	\$10.60	\$7.95	\$3.45	\$1.30	\$8.85	\$1.35	\$0.15	\$0.05	\$33.70	-3.15%	-\$0.10	\$91.00
Class B	\$56.39	\$10.60	\$7.95	\$3.45	\$1.30	\$8.85	\$1.35	\$0.15	\$0.05	\$33.70	-3.15%	-\$0.10	\$90.09
Class C	\$53.82	\$10.60	\$7.95	\$3.45	\$1.30	\$8.85	\$1.35	\$0.15	\$0.05	\$33.70	-3.15%	-\$0.10	\$87.52

* Applies to the following Counties: Albany, Broome, Chenango, Clinton, Columbia, Northern part of Dutchess (to the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 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, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren and Washington.

The wage and fringe benefit contributions, and/or dues deductions and political action fund deductions effective July 1, 2023 shall be paid on the effective dates of July 1, 2023, July 1, 2024, July 1, 2025.

**DISTRICT 545 LRD/AGC
INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 158
2023 – 2026 Heavy & Highway Wage Rate Schedule**

Effective Dates July 1, 2023 - June 30, 2024

Classification	Wage	Welfare	Pension Fund	UNYE Pension Supp	Training	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Deduction	*VPAF	Total per hour
Master Mechanic	\$52.65	\$9.60	\$8.50	\$2.75	\$1.45	\$7.50	\$1.35	\$0.15	\$0.05	\$31.35	-3.15%	-\$0.10	\$84.00
Class A	\$51.30	\$9.60	\$8.50	\$2.75	\$1.45	\$7.50	\$1.35	\$0.15	\$0.05	\$31.35	-3.15%	-\$0.10	\$82.65
Class B	\$50.42	\$9.60	\$8.50	\$2.75	\$1.45	\$7.50	\$1.35	\$0.15	\$0.05	\$31.35	-3.15%	-\$0.10	\$81.77
Class C	\$47.14	\$9.60	\$8.50	\$2.75	\$1.45	\$7.50	\$1.35	\$0.15	\$0.05	\$31.35	-3.15%	-\$0.10	\$78.49

Effective Dates July 1, 2024 - June 30, 2025

Classification	Wage	Welfare	Pension Fund	UNYE Pension Supp	Training	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Deduction	*VPAF	Total per hour
Master Mechanic	\$54.86	\$10.10	\$8.50	\$3.10	\$1.45	\$7.75	\$1.35	\$0.15	\$0.05	\$32.45	-3.15%	-\$0.10	\$87.31
Class A	\$53.51	\$10.10	\$8.50	\$3.10	\$1.45	\$7.75	\$1.35	\$0.15	\$0.05	\$32.45	-3.15%	-\$0.10	\$85.96
Class B	\$52.63	\$10.10	\$8.50	\$3.10	\$1.45	\$7.75	\$1.35	\$0.15	\$0.05	\$32.45	-3.15%	-\$0.10	\$85.08
Class C	\$49.35	\$10.10	\$8.50	\$3.10	\$1.45	\$7.75	\$1.35	\$0.15	\$0.05	\$32.45	-3.15%	-\$0.10	\$81.80

Effective Dates July 1, 2025 - June 30, 2026

Classification	Wage	Welfare	Pension Fund	UNYE Pension Supp	Training	CPF	HRA	CIRST	Int'l TRNG	Total	*Dues Deduction	*VPAF	Total per hour
Master Mechanic	\$57.20	\$10.60	\$8.50	\$3.45	\$1.45	\$8.00	\$1.35	\$0.15	\$0.05	\$33.55	-3.15%	-\$0.10	\$90.75
Class A	\$55.85	\$10.60	\$8.50	\$3.45	\$1.45	\$8.00	\$1.35	\$0.15	\$0.05	\$33.55	-3.15%	-\$0.10	\$89.40
Class B	\$54.97	\$10.60	\$8.50	\$3.45	\$1.45	\$8.00	\$1.35	\$0.15	\$0.05	\$33.55	-3.15%	-\$0.10	\$88.52
Class C	\$51.69	\$10.60	\$8.50	\$3.45	\$1.45	\$8.00	\$1.35	\$0.15	\$0.05	\$33.55	-3.15%	-\$0.10	\$85.24

* Applies to the following Counties: Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Seneca and Tompkins.

The wage and fringe benefit contributions, and/or dues deductions and political action fund deductions effective July 1, 2023 shall be paid on the effective dates of July 1, 2023, July 1, 2024, July 1, 2025.

**DISTRICT 832 LRD/AGC
INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 158
2023-2026 Heavy & Highway Wage Rate Schedule**

Classification	7/1/2023	7/1/2024	7/1/2025
Master Mechanic	\$52.11	\$54.39	\$56.81
Class A	\$50.67	\$52.96	\$55.38
Class B	\$49.97	\$52.25	\$54.68
Class C	\$47.11	\$49.39	\$51.81
Fringe Benefits, Contributions and Deductions			
Welfare	\$9.60	\$10.10	\$10.60
Pension	\$9.65	\$9.65	\$9.65
Pension Supp.	\$2.75	\$3.10	\$3.45
CPF	\$8.10	\$8.35	\$8.60
HRA	\$1.75	\$1.75	\$1.75
Training	\$1.65	\$1.65	\$1.65
CIRST	\$0.15	\$0.15	\$0.15
UNICON	\$0.13	\$0.13	\$0.13
Int'l Training	\$0.05	\$0.05	\$0.05
Dues Ded.	-3.15%	-3.15%	-3.15%
VPAF	\$-0.10	\$-0.10	\$-0.10

* Applies to the following Counties: Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates, and the Eastern part of Genesee (including the City of Batavia)

The wage and fringe benefit contributions, and/or dues deductions and political action fund deductions effective July 1, 2023 shall be paid on the effective dates of July 1, 2023, July 1, 2024, July 1, 2025.

ARTICLE XXXI - COMPLETE AGREEMENT

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

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

**FOR THE LRD/AGC ALBANY
REGION, ROCHESTER REGION,
CENTRAL NEW YORK REGION**



Cathy Newell
Vice President, Operations

FOR IUOE LOCAL 158



Jonathan Lanse
Business Manager

INDIVIDUAL EMPLOYER

The undersigned Employer doing business as _____

_____ and having principal offices at

has read and is fully familiar with all of the terms of this Agreement by and between the **LABOR RELATIONS DIVISION, ALBANY REGION, ROCHESTER REGION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC.** (hereinafter referred to as the "Association"), and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 158** dated the 1st day of April, 2023, between the same parties and agrees to adhere to and be bound by all the terms thereof, as well as revisions and amendments adopted pursuant thereto. The Employer agrees to become signatory to the Trust Agreements, as amended, establishing the Welfare, Pension, and the Training and Skill Improvement Funds of the said local unions and the Employer designates as its Representatives and Trustees on said Funds, the Trustees selected by the above "Association" now serving or who may in the future serve as vacancies occur.

Name of Firm _____

By: _____
An Authorized Officer, Title

Firm Street Address

City and State

Telephone Number

Local Union: _____

By: _____
Authorized Representative

Date: _____

UNION COPY

INDIVIDUAL EMPLOYER

The undersigned Employer doing business as _____

_____ and having principal offices at _____

_____ has read and is fully familiar with all of the terms of this Agreement by and between the **LABOR RELATIONS DIVISION, ALBANY REGION, ROCHESTER REGION, CENTRAL NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC.** (hereinafter referred to as the "Association"), and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 158** dated the 1st day of 2023, between the same parties and agrees to adhere to and be bound by all the terms thereof, as well as revisions and amendments adopted pursuant thereto. The Employer agrees to become signatory to the Trust Agreements, as amended, establishing the Welfare, Pension, and the Training and Skill Improvement Funds of the said local unions and the Employer designates as its Representatives and Trustees on said funds, the Trustees selected by the above "Association" now serving or who may in the future serve as vacancies occur.

Name of Firm _____

By: _____
An Authorized Officer, Title

_____ Firm Street Address

_____ City and State

_____ Telephone Number

Local Union: _____

By: _____
Authorized Representative

Date: _____

LRD/AGC COPY (Local 158)
10 Airline Drive, Suite 203
Albany, NY 12205