

STANDARD AGREEMENT

of the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 478 AND ITS BRANCHES AFL - CIO**

SURVEYORS

Effective April 1, 2019 through March 31, 2022

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SURVEYORS' AGREEMENT

THIS AGREEMENT is entered into by and between the "Employer" as herein defined and referred to as such and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 478 and its branches, AFL-CIO, hereinafter referred to as "Union".

PREAMBLE

SECTION 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, and to bring about stable conditions in the Industry, and to establish necessary procedure for the amicable adjustment of all disputes, which may arise between Employers and employees. This Agreement is intended to establish the wages, hours, and conditions of employment for employees represented by the Union and employed by Employers subject to this contract.

SECTION 2. The conditions of this contract are separate and apart from any and all contracts, and the breach of this contract by the Employer will not be imputed to nor will it cause any other Employer to be responsible therefore.

ARTICLE 1 **RECOGNITION**

SECTION 1., Employers as hereinafter defined, recognizes and acknowledges the Union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agent for all of the employees of such Employers who are employed by such Employers at establishments or sites of work within the scope of this Agreement. The Employer acknowledges that the Union has demonstrated that it represents a majority of its employees in the bargaining unit described herein by providing or offering to provide executed union authorization cards. Therefore, the Employer recognizes the Union as the exclusive bargaining representative of its employees in accordance with Section 9(a) of the National Labor Relations Act.

SECTION 2 (a) The term "Employee" as used in this Agreement shall mean any employee who performs work for the Employer within the scope of this Agreement whether employed as a regular, probationary, or temporary employee or on a full-time or part-time basis.

SECTION 2(b) The term "Association" as used in this Agreement shall mean the Connecticut Construction Industries Association.

SECTION 3(a) The term "Employer" as used in this Agreement shall mean any independent Employer who has executed a copy of this Agreement and any affiliates operation and /or entity, and any member of the Association listed in the Association's Appendix A at the time this Agreement is executed and any Employer who joins and authorizes such Association to represent them for and during the term of this Agreement and any affiliated operated and/or entity.

An "affiliated operation and/or entity" shall be deemed covered by this Agreement where such operation

and/or entity is commonly owned or controlled or managed, and there is any interchange of employees and/or equipment subject to and governed by this Agreement between the Employer and such operation and/or entity, performing work subject to and governed by this Agreement.

SECTION 3(b) The parties will not participate in any plan, scheme, or device, which circumvents, avoids, or evades the provisions of this Agreement.

SECTION 4. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, or negotiate or bargain with them unless it is through the duly authorized representatives of the Union. There shall be no individual agreements with employees covered by this Agreement, and any such agreements or contracts shall be null and void. Employees paid on a salary basis must be paid the equivalent of the contractual rates specified in this Agreement for all hours worked in any week including overtime and contributions for fringe benefits as provided herein.

SECTION 5. The parties agree that the Employer shall not sell or otherwise transfer its business to another employer unless the new employer agrees to assume this collective bargaining agreement as part of the sale or transfer agreement. The Union may enforce this clause by seeking an injunction to block the sale or transfer or by suing the Employer for damages for breach of this contract.

SECTION 6. The parties agree that neither will sponsor or promote financially or otherwise, directly or indirectly, any group or organization for the purpose of undermining the other, nor will either interfere with, restrain, coerce, or discriminate against any employees or members in connection with their membership or nonmembership in the Union or Association, or in connection with any activities on behalf of the Union or Association.

ARTICLE 2 **SCOPE OF AGREEMENT**

SECTION 1 (a) The provisions of this Agreement shall apply to all construction operations usually undertaken by the Heavy and Highway Construction Industry, including but not limited to, (1) the construction of highways of all types, heavy and utility construction of all roads, streets, alleys, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway and railroad bridges, asphalt plants on construction sites, tunnels, viaducts, pipelines of any type, shafts, sewers in trenches, foundations, earth dams, soil compaction and solidification, regardless of method used, drainage or flood control projects, reclamation projects, water power developments, transmission lines, duct lines, docks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, industrial sites, or parks, marine projects; (2) demolition of all structures shall likewise be covered by the Heavy and Highway rates and conditions; (3) settling tanks and pumping stations.

SECTION 1(b) The provisions of this Agreement shall also apply to building construction work which shall include the construction, erection, repair and alteration of all buildings, excluding however, site preparation, site improvements and site utilities, but including all work related to the construction of power plants and the installation, operation and dismantling of well point systems of the building site.

SECTION 2. The effective dates of any wage rate and benefit contribution changes in this Agreement shall be the first Sunday of the month changes are effective. Such effective dates shall be specified in the relevant wage rates and benefit and other contribution rates provisions of the respective collective bargaining agreements. After the ratification of the new collective bargaining agreement occurs, the Employer shall pay any retroactive pay increases back to April 1, 2019, in the first pay check and the Employer shall pay any retroactive increases in benefit or other contributions back to April 1, 2019, within the time specified

in Articles 9, 9A, 10, 11, and 12.

ARTICLE 3 **SURVEY PARTIES**

SECTION 1. This Agreement shall apply solely to employees who are engaged in field survey work as party chiefs, instrument men and rod and/or chain men in the Construction Industry as the latter term in hereinabove more particularly defined and applies solely for that time actually spent while engaged in the field on survey work.

It is mutually understood that this Agreement shall apply to summer students. The Employer shall notify the Union prior to hiring any summer students. Summer students may be employed only during the months from the beginning of June to the end of August.

SECTION 2. This Agreement excludes executives, draftsmen, administrators, supervisors, and foremen. The Union recognizes that the above enumerated persons temporarily and sporadically use surveying instruments and agrees not to interfere with such practice and custom. The Union further agrees that it will in no manner interfere with like practices and customs of other employees who may be members of Unions affiliated with the AFL-CIO who use surveying instruments for only a portion of their workday in the direct connection with the performance of such work as part of their job.

SECTION 3. This Agreement excludes all clerical employees, inspectors, design engineers, draftsmen, computers, estimators, all other production and maintenance employees, professionals, guards, watchmen, and supervisors.

SECTION 4. This Agreement shall not apply to any field survey work not under the control of the Employer, such as that survey work performed by the Owner, Architect, or by any party other than the Employer bound hereby, except as provided hereinafter.

SECTION 5. This Agreement shall not apply to the transfer of grades from hubs or stakes (previously set by survey parties) to the work of working stakes, regardless of the instruments or tools used.

SECTION 6. This Agreement shall not apply where an Employer utilizes the services of an outside consulting firm because of a dispute, legal action, controversy, or claim with the Owner or Architect involving a claim for work done or not done by the Employer.

SECTION 7. In the event a vacancy should occur in the survey party and the Employer is unable to fill said vacancy immediately with a qualified employee, the Employer may fill said vacancy with a non-productive Operating Engineer or supervisors until such time that said vacancy is filled by a qualified employee. It is mutually understood that in the event a vacancy is filled with a non-productive Operating Engineer or supervisor, this Agreement shall not apply to said Operating Engineer or supervisor.

ARTICLE 4
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective on all work to be performed by the Employer within the Union's jurisdiction in the State of Connecticut within the scope of employment covered by this Agreement.

ARTICLE 5
UNION SECURITY

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the first day of each month as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 8th day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

SECTION 2. Promptly upon receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be similarly discharged by the Employer. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

SECTION 3(a) When the Employer needs additional or new employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

SECTION 3(b) Preference in employment shall be given to citizens and residents of Connecticut with respect to new hiring providing they are qualified to perform the available work. A person shall not be considered a resident of Connecticut unless he or she has had at least six (6) months residency at a permanent address in Connecticut. The Employer shall keep a record of addresses of all its employees and their citizenship status. Employees who falsely inform Employer and/or the Union that they comply with residency requirements herein shall be subject to discharge without recourse upon written notice from the Union. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

SECTION 3(c) Notice of the Employer's needs shall be given to the Union at least forty-eight (48) hours before the employees needed are to be employed, except in an emergency, when notice should be given as soon as the need is known. Notice shall be by telephone to the Union's office.

ARTICLE 6
PRE-JOB CONFERENCE

The work covered by this Agreement shall be discussed at the pre-job conference required under the Heavy

and Highway Agreement or Building Agreement.

ARTICLE 7

BUSINESS AGENTS AND STEWARDS

SECTION 1. The Employer agrees that the Union may designate its Business Agents to inspect jobs, or projects, at all times. Such Business Agents shall have access to the Employer's jobs, or projects, during working hours for the performance of their duties, including consulting with and assisting the stewards, investigating working conditions, compliance with the terms of this Agreement, collecting dues and inspecting pay checks, and, upon request, inspecting the time cards of a particular employee, providing they first report their presence on the job to the project office.

SECTION 2. The Employer recognizes the right of the Union to appoint and remove stewards from among the Employer's employees on the job or project to handle such Union business as may be delegated to them from time to time and to see that the terms of this Agreement are complied with by the Employer and employees. A steward shall not have authority to take any strike action or any other action interrupting the Employer's operation or business. There shall be no non-working stewards. All grievances shall be processed by the Business Agent. The steward shall be on the general contractor's payroll when it has equipment for the steward to operate, and there shall be no steward on the subcontractor's payroll. When the general contractor does not have equipment for the steward to operate, the Union may select a steward from among the employees on the subcontractor's payroll.

SECTION 3. The steward's duties for which the steward shall be allowed a reasonable amount of time without loss of pay are the following:

- (a) Examination of dues books of all employees in the shop to determine their good standing as provided herein.
- (b) Interview all newly-employed or assigned employees before they start work.
- (c) Adjustment of complaints or grievances with the employee and supervisor as provided by this Agreement, and if unable to do so, to call the Business Agent for assistance.

ARTICLE 8

PAYMENT OF WAGES

SECTION 1(a) Wages shall be paid weekly in currency, coin, by check, or by direct deposit if agreed to by both the Employer and the employee on the job where employees covered by this Agreement are employed on or before quitting time on the Employer's pay day. If the employee is discharged during the week, the employee shall be paid in full at once that is when he or she is discharged, he or she shall collect wages for waiting time for such hours during the regular work week while he or she awaits full payment. All employees shall be given an itemized statement with their pay or pay check showing their rate of pay, hours worked, deductions made and net pay. When an employee who is laid off for lack of work is not paid in full at once, the employee continues to collect wages for waiting time until full payment is received.

SECTION 1(b) If the Employer's check is not honored by the bank upon which it is drawn, the Employer may be required to pay all employees and the various funds in cash or by bank check with a pay envelope giving all the information required above.

SECTION 2. All employees laid off or discharged shall be given the required Unemployment Separation Packet with their pay.

SECTION 3. If the regular payday shall be Friday, the Employer shall make provision for the employees to cash all checks on said payday. If the payday falls on a holiday, employees shall be paid on the last working day preceding the holiday.

SECTION 4. Failure to pay cash wages when required pursuant to Section 1 (b) above, or payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of willful non-payment of wages. If, after seventy-two (72) hours written notice to the Employer, the Employer willfully fails to pay any wages due employees under the terms of this Agreement, then, any other provisions notwithstanding, the Union shall have the right to have the employees of the Employer cease work, and such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppage. A dispute regarding classifications and rates of wages to be paid therefore shall not be considered willful non-payment and shall be subject to arbitration.

ARTICLE 9 **HEALTH BENEFITS FUND**

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 3, 1951, as amended, entered into between the Connecticut Labor Relations Division of the New England Road Builders Association (the predecessor to the Association) and the Union, and each Employer, in accordance with the terms thereof, and shall pay into such Health Benefits Fund known as the International Union of Operating Engineers Local 478 Health Benefits Fund, created and administered under said Agreement and Declaration of Trust, the following per hourly contributions for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Health	\$12.75	\$13.00	\$13.15

SECTION 2. Payments shall be made to the Health Benefits Fund office monthly, not later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514.

However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve months. A delinquent employer shall be notified in writing twenty- one (21) days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out of state Employers.

ARTICLE 9A
ANNUITY FUND

SECTION 1. The Employer hereby accepts and agrees to the Agreement and Declaration of Trust establishing the International Union of Operating Engineers, Local 478 Annuity Fund, adopted January 26, 1988 and each Employer, in accordance with the terms thereof, shall pay into such Annuity Fund the following per hour contributions for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Annuity	\$2.65	\$2.65	\$2.90

SECTION 2. Payments shall be made to the Annuity Fund office monthly, not later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514.

However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve (12) months. A delinquent employer shall be notified in writing twenty-one (21) days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out of state Employers.

SECTION 3. Effective January 1, 2003, the Employer agrees to deduct from employee's wages such contributions to the Local 478 Annuity Fund 401(k) feature as are authorized in writing by the employee and to remit such deductions at least weekly to the Fund. Such contributions shall be made from the employee's pretax earnings. The employer shall be held harmless and shall not be deemed fiduciaries under the Fund for such deductions that are remitted to the Fund.

ARTICLE 10
PENSION FUND

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 7, 1958, as amended, entered into between the Connecticut Labor Relations Division of the New England Road Builders Association (the predecessor to the Association) and the Union, and each Employer, in accordance with the terms thereof, and shall pay into such Pension Fund, known as International Union of Operating Engineers Local 478 Pension Fund, created and administered under said Agreement and Declaration of Trust the following per hourly contributions for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Pension	\$7.15	\$7.40	\$7.50

SECTION 2. Payments shall be made to the Pension Fund office monthly, not later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514.

However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve (12) months. A delinquent employer shall be notified in writing twenty-one (21) days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out of state Employers.

SECTION 3. Should there be a need to increase Pension or Health Benefits Fund contribution rates during the term of the Agreement to an amount greater than the amount specified in the Agreement, the parties agree to execute amendments to reduce the wage rates and increase the benefit fund contribution rate by such amount after adequate notice to Employers.

ARTICLE 11
SUPPLEMENTAL UNEMPLOYMENT CONTRIBUTIONS

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 13, 1951, as amended, of the International Union of Operating Engineers Local No. 478 Health Benefits Fund (which was, and is, the successor in interest of all rights and obligations of the International Union of Operating Engineers Local No. 478 Supplemental Unemployment Benefits Fund, effective on and after October 1, 2010) entered into between the Connecticut Labor Relations Division of the New England Road Builders Association, Inc. (the predecessor to the Association), and the Union, and each Employer, in accordance with the terms thereof, shall pay into such Health Benefits Fund, created and administered under said Agreement and Declaration of Trust, the following Supplemental Unemployment Benefits ("S.U.B.") contribution per hour for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

S.U.B. Contribution to Health Benefits Fund

Effective:	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
	\$1.10	\$1.10	\$1.10

SECTION 2. Payments shall be made to the Health Benefits Fund's administrative office on a monthly basis, not later than the 20th day following the month earned. The address of such administrative office is 1965 Dixwell Avenue, Hamden, Connecticut, 06514.

However, in the event that an Employer is delinquent in the payment of contributions, as described above, the Trustees may require that contributions to the funds be made weekly, and that such weekly contributions may be required for a period of up to twelve months. A delinquent Employer shall be notified in writing 21 days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out-of-state Employers.

ARTICLE 12
APPRENTICESHIP TRAINING AND SKILL IMPROVEMENT FUND

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated December 28, 1972, as amended, entered into between the Connecticut Construction Industries Association, Inc., and the Labor Relations Division of the Associated General Contractors of Connecticut, Inc., and the Union, and each Employer, in accordance with the terms thereof, shall pay into such Apprenticeship Training and Skill Improvement Fund, created and administered under said Agreement and Declaration of Trust, the following per hourly contributions for each payroll hour worked or paid to an employee (whether he or she a regular, temporary, probationary, full-time or part-time employee):

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Apprenticeship	\$1.10	\$1.10	\$1.10

SECTION 2. Payments shall be made to the Apprenticeship Training and Skill Improvement Fund office monthly, not later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514.

However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve (12) months. A delinquent employer shall be notified in writing twenty-one (21) days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out of state Employers.

SECTION 3. The parties shall agree to an apprentice-training program to consist of approximately six thousand (6,000) hours and to provide for apprenticeship wage rates and other details.

SECTION 4. The parties agree that the "Joint Apprenticeship Training Committee" shall meet to establish the appropriate guidelines for the utilization and placement of Operating Engineer apprentices in the construction industry. All signatory constructors shall be obligated to comply with the guidelines that have been promulgated April 1, 2003

SECTION 5. 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 or paid 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.

IUOE National Training Fund:

Effective: 4/7/19 4/5/20 4/4/21
\$0.05 \$0.05 \$0.05

ARTICLE 13
REGULATION OF PAYMENT TO FUNDS

SECTION 1. Contributions required under Article 9, 9A, 10, 11, and 12 shall be made for each payroll hour worked or paid in the jurisdiction of the Union. Contributions shall not be required for vacation hours paid.

SECTION 2. When the Trustees of the Health Benefits Fund, Annuity or Pension, or Supplemental Unemployment Benefits or Apprenticeship Training and Skill Improvement Funds established hereunder request the opportunity to have an independent accountant and/or auditor examine payroll records of any Employer to secure compliance with the provisions of this Agreement, upon five (5) working days written notice to the Employer from the Trustees of such Fund, such payroll records shall be made available to the accountant and/or auditor at the Employer's office. The Trustees shall have all powers with respect to the audit of appropriate payroll records. The Employer shall be required to maintain and make available such records that are necessary for the completion of payroll audits.

SECTION 3. The Employer may be required by the Union to provide a security bond to guarantee payment of at least two (2) weeks wages under Article 8 and three (3) months' average contributions under Articles 9, 9A, 10, 11, 12 and 13. In no event, shall the bond be less than twenty-five thousand dollars (\$25,000.00). Such bond shall be deposited with the Administrator of the Health Benefits Fund as Trustee one (1) month's contributions under Articles 9, 9 A, 10, 11 and 12 after written notice in the event the Employer shall fail to make any such payments when due, or in the event the Employer does not have a permanent place of business within the State of Connecticut. Such bond shall be deposited with the Administrator of the Health Benefits Fund as Trustee for the employees involved and shall be returned or terminated upon the completion of the job or project by the Administrator when he or she is satisfied that all monies due employees or the Funds have been paid. Any such bond shall be maintained by that company until they have made timely payment of benefit contributions for a period of time not less than one (1) year.

SECTION 4. Failure by any Employer to contribute to the Health Benefits Fund, the Annuity Fund, the Pension Fund, the Supplemental Unemployment Fund, or the Apprenticeship Training and Skill Improvement Fund shall be a violation of the Agreement by that particular Employer in default. In no event shall it be construed as default by the other members of the Association. Any such violation may subject an Employer to an immediate shutdown notwithstanding other provisions of this Agreement when the employer fails to obtain the bond or is delinquent beyond the value of the existing bond. When an Employer is seven (7) days in default, the Union shall give said Employer ten (10) days written notice of its intention to take economic action against him, with a copy of said notice to the Association. In the event that the Employer disputes the Union's contention that it is in default, then the Employer shall, within said ten (10) day period, so advise the Union and the Association and request arbitration. In the event that said Employer makes a request for arbitration,

there shall be no strike, slowdown, or work stoppage, unless the Employer refuses to comply with the decision of the Arbitration Board as set forth herein. If no dispute is registered by the Employer in default by the expiration of the above-mentioned ten (10) day period, then the Union shall be free to take economic action against that Employer, and the employees of such Employer shall be made whole for any wages and fringe fund contributions lost as a result of such work stoppage. A delinquent Employer who does not request arbitration under this clause, or after a decision of the Permanent Arbitration Committee holding it delinquent, fails to make payment, shall be liable for all costs of collection including attorney's fees.

SECTION 5. Nothing in this Agreement, the Trust Agreements, the Plans of Benefits , or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund named in Articles 9, 9 A, 10, 11, and 12 toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Articles 9, 9 A, 10, 11, and 12 above.

Except to the extent that the Association and the Union may participate in the selection of Trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union, or any Employer be liable for any action or failure to act of any Trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or cause of action brought by any individual or entity which might jeopardize the Employer's or other contributor's position that its liability is strictly limited as stated herein.

SECTION 6(a) Notwithstanding any other provision of this Agreement, the Union may repudiate this Agreement in the event the Employer fails to pay contractual wage rates and/or fails to make the contractual fringe benefit contributions; however, such repudiation should not relieve the Employer of any obligations incurred prior to repudiation.

SECTION 6(b) The Union shall have the option to divert money from fund to fund or from wages to any of the funds provided for in this Agreement upon sixty (60) days prior written notice to the Association

SECTION 7. The Union shall have the option to divert money from fund to fund or from wages to any of the funds provided for in this Agreement upon sixty (60) days prior written notice to the Association.

SECTION 8. It is recognized that the policies and procedures promulgated by the Trustees with regard to matters concerning the payment and collection of contributions may change. Signatory employers hereby agree to be bound to such policies and procedures and changes set by the Trustees unless in conflict with this Agreement.

At the discretion of a Fund's Trustees, an employer determined to be delinquent in its payments as required may be held liable for all contributions due to the Funds, liquidated damages, interest, reasonable attorney's fees, court costs, audit fees and other expenses incurred in the collection of contributions due to the Funds, including a reasonable rate of interest.

In accordance with Section 5.02(g) of ERISA, as amended, the Trustees establish the rate of interest to be paid by the employer under the Internal Revenue Code at twelve percent (12%) per annum; and further, liquidated damages in an amount of twenty percent (20%) of the amount of the delinquency, plus reasonable attorney's fees and costs of the action.

ARTICLE 14
ACCESS TO JOBS, RECORDS AND TIME RECORDS

SECTION 1. A daily time record shall be maintained by the Employer for all employees.

SECTION 2(a) In the event the Union and/or an employee claim that the itemized statement the Employer is required, pursuant to this Agreement, to give each employee concerning his wages, hours, rate of pay, etc., is incorrect, the matter will be processed in accordance with the Grievance Procedure of this Agreement. If the matter is submitted to the Arbitration Committee, prior to the hearing, the Union may require the Arbitration Committee to request the Employer to produce at the hearing on the matter, the payroll record and time card of the employee for the week involved. If so requested by the Arbitration Committee, the Employer will be required to submit the payroll records and time cards of all the employees involved for the periods specified, to the Arbitration Committee for use at the hearing on the matter. If the Employer fails to comply with the request of the Arbitration Committee, it shall be deemed a willful non-payment of wages under Article 8, Section 4, hereof.

SECTION 2(b) If at any such arbitration, the Board determines the employee has knowingly accepted wages from the Employer at a rate less than that specified herein, the Union may demand the discharge of such employee and the employee may not be re-employed by the Employer within a three (3) month period. The Union shall indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

ARTICLE 15
PROTECTION OF RIGHTS

SECTION 1. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an employee refuses to go through any lawful primary picket line including a lawful primary picket line established by this Union, and including lawful primary picket lines at the Employer's places of business, jobs, projects, plants or operations.

SECTION 2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if any employee refuses to perform any services which his Employer undertakes to perform for another Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of such other Employer or person involved in the labor dispute. This shall not prevent a general contractor from completing the contract of his subcontractor on the general contractor's job site.

ARTICLE 16
SAFETY

SECTION 1. The Employer shall supply hard hats, goggles, rain gear, welding goggles, ear protection and helmets when required. Such items shall be signed for by the employee when received, shall at all times remain the property of the Employer, and shall be returned to the Employer when not in use or upon leaving its employ. Should the employee fail to return such items, the cost thereof shall be deducted from the wages of the employee to reimburse the Employer for the cost of replacement.

SECTION 2. The Employer shall make reasonable provisions for the health and safety of its

employees during their working hours, as required by applicable laws and regulations.

SECTION 3. No employee shall be required to drive or operate any vehicle or piece of equipment, which is not equipped with all safety devices prescribed by law. The employee must report all defects in equipment promptly.

SECTION 4. Any employee involved in any accident shall immediately report the accident and/or the personal injuries sustained, if any, in writing to the Employer. The employee shall make out an accident report, in writing, on the forms supplied by the Employer on Company time. Such report shall include the names of all witnesses to the accident.

SECTION 5. Any employee who knowingly or on his own initiative violates any safety regulation, environmental regulation, or has his CDL license or any other required license(s) suspended or revoked, shall be subject to discharge without recourse. However, where the allegation involves a claim that the employee was directed to violate a safety or environmental regulation, such case shall be scheduled for expedited arbitration and, if such, arbitration orders reinstatement with full back pay and all his contractual fringe benefits where applicable. Employees' refusal to work because of unsafe conditions must be justified.

SECTION 6. If while an employee is employed by an Employer hereunder an employee is required to appear in court for the purpose of defending himself or herself because of an accident he or she may have been involved in during working hours, involving the Employer's equipment, or testifying at the request of or on behalf of the Employer, he or she shall be reimbursed in full by the Employer for all earning opportunity lost and for meals and transportation costs and reasonable attorney's fees because of such appearances or testimony.

SECTION 7. Employers may conduct drug and alcohol testing of applicants and employees in accordance with state and federal laws.

SECTION 8. Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time.

SECTION 9. During the term of the parties' collective bargaining agreement (April 1, 2019 through March 31, 2022), the union may designate no more than 10 percent of each company's employees as Workplace Peers. Workplace peers are trained through the International Union of Operating Engineers and are a part of Local 478's Members Assistance Program which assists members in crisis when dealing with substance abuse disorders, suicide prevention and behavioral health issues. The employer agrees, upon written notice from the Business Manager of at least 14 days prior to the leave, to grant such designated employee (s) one week unpaid leave of absence without benefit contributions per year to attend Workplace Peer Training. The company may request that the training date be rescheduled if the employee is working on a special project, or if the employer has other pressing operational needs.

ARTICLE 17 **NO DISCRIMINATION**

Equal Employment Opportunity - There shall be no discrimination in the referral, hiring, placement, classification, upgrading, lay-off, or termination of employment of any person by reason of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, disability including learning disability, past or present history of a mental disorder, physical disability, genetic background, or prior conviction of a crime, unless the provisions of Section 46a-60(b), 46a-80(b), or

46a-81(b), of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, reasonable accommodation to disabilities under the Americans with Disabilities Act, concerted activity or membership or non-membership in the Union. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides (1) that the Employer shall not discriminate, (2) that statutory issues are covered by this Agreement and will be arbitrated and (3) that employee(s) are waiving their right to go to an administration agency or court and further, this agreement results in the arbitration hearing being final and binding.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The Union or the Employer may file and process a grievance. Should differences arise between an Employer and the Union as to the meaning, interpretation or application of this Agreement, such differences or claims shall be considered a grievance. When a grievance arises, an earnest, good faith effort shall be made by each party to this Agreement to settle such differences or claims immediately and in accordance with the following procedure.

SECTION 2. Step One Not later than five (5) working days after the event giving rise to the grievance occurs or five (5) working days after the employee knew or should have known of the event giving rise to the grievance, whichever is later, the employee and/or the Shop Steward shall file a grievance and discuss it with the supervisor involved. The involved supervisor shall orally respond to the Shop Steward not later than five (5) working days thereafter.

SECTION 3. Step Two If the grievance is not settled at Step One, the Shop Steward, not later than five (5) working days after receipt of the involved supervisor's answer at Step One, may file a written appeal of that answer to the Employer. Not later than five (5) working days after receipt of the written appeal, the Employer shall meet with the employee, the Shop Steward and a designated and authorized Union Business Agent. The Employer shall give its written answer to the grievance within ten (10) working days after such meeting to the Steward with a copy by fax to the Union, which answer shall be final and binding on the employee, the Union and the Employer, unless it is timely appealed to Arbitration by the Union in accordance with the procedures set forth herein. In cases involving a discharge, a grievance may be filed directly to Step Two.

SECTION 4. Within ten (10) calendar days from the date the Employer's Step Two answer is received by the Union, the Union, if it desires to submit the grievance to arbitration, must file notice of its intention to proceed to arbitration with the Employer by fax or certified mail.

SECTION 5. Unless mutually agreed to the contrary, when a grievance is appealed to arbitration, the matter will be submitted to a panel consisting of one representative of the Association, one representative of the Union, and the neutral arbitrator (hereinafter called the "Arbitrator") chosen from the panel provided by the Alternative Dispute Resolution Center, Inc. (ADRC) which shall administer the arbitration provisions of this collective bargaining agreement.

SECTION 6. The Arbitrator shall render his decision within thirty (30) calendar days following the conclusion of the hearing unless the parties agree otherwise. The written decision rendered by the Arbitrator shall be final and binding on the parties to this Agreement and shall be enforceable in any court of competent jurisdiction. The Arbitrator shall have no authority to modify, add to, or delete any provision of this Agreement.

SECTION 7. The costs for the Arbitrator and related arbitration hearing expenses shall be divided equally between the Union and the Employer. Each party shall, however, bear the costs associated with the presentation of their respective cases.

SECTION 8. Unless otherwise mutually agreed upon by the parties, no Arbitrator shall consider more than one (1) grievance in any one (1) arbitration proceeding unless multiple grievances are filed arising out of the same event or transaction.

SECTION 9. Unless otherwise agreed to by the Union and the Employer, there shall not be any court stenographers, reporters, verbatim shorthand, or mechanically recorded notes permitted at the arbitration hearing.

SECTION 10. At all arbitration sessions, employees shall be represented solely and exclusively by the Union. The Employer and/or Union may be represented by counsel of their choosing.

SECTION 11. Nothing contained herein shall require the Union to process any Union or employee grievance which in its opinion would be without merit, and no employee shall have the right to arbitrate his or her grievance should the Union deem it without merit.

SECTION 12. The time limits set forth herein may be extended by written agreement between the Employer and the Union.

SECTION 13. During the time that any grievances exist, the parties agree that there will be no strike, work stoppage, slowdown, picketing, or lockout, or threats thereof, but said grievances or disputes will be submitted to arbitration in accordance with this Agreement. In the event that this Section shall conflict with Article 8, Section 4, concerning willful non-payment of wages, or Article 13, Section 4, regarding failure to contribute to Health Benefits Fund or Pension or Annuity or Supplemental Unemployment or Apprenticeship Training and Skill Improvement Funds, then in that event, the provisions of this Section shall not apply. This Section also shall not apply where there is a non-compliance with an award as provided by Section 6 hereof.

SECTION 14. The Union shall not be responsible for any strike, work stoppage, slowdown, or picketing unless the same shall be authorized or ratified by its Business Manager. No Business Agent shall call or authorize any work stoppage. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walk-out, or any other cessation of work, and such employees shall not be entitled to have any recourse to any other provision of this Agreement.

SECTION 15. It is intended and agreed that the procedure herein established for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes whatsoever, including the arbitrability of any grievance or dispute or any claim based upon an alleged

breach of the no-strike, no lockout pledges of this Agreement. Neither the Employer nor the Union shall institute any action or proceeding, in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify, or secure enforcement of any award or decision of the Arbitration Board and/or Umpire. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party contrary to this Agreement.

ARTICLE 19 **WORK STOPPAGES**

During the terms of this Agreement there shall be no strike, work stoppage, slowdown, picketing or lockout, except as may be otherwise specifically provided herein:

- (a) Willful non-payment of wages as outlined in Article 8, Payment of Wages, Section 4.
- (b) Failure to comply with Article 18, Grievance and Arbitration Procedures, Section 6.
- (c) Failure to pay Health Benefits Fund and/or Annuity and/or Pension Fund contributions, and/or Supplemental Unemployment Benefit Program, and/or Apprenticeship Training and Skill Improvement Fund contributions in accordance with Article 13, Regulation of Payments to the Fund, Section 4.
- (d) Failure to comply with Article 6, Pre-job Conference and Competency, Section 3 of the Heavy and Highway Agreement between the Association and the Union.

ARTICLE 20 **ASSOCIATION MEMBERSHIP**

SECTION 1. The obligation of each Employer shall be several and not joint.

SECTION 2. In the event the Employer joins and authorizes the Association to represent it in dealings with the Union the Employer shall immediately be covered solely by the Association Agreement. Any previous Agreement referring to the work covered by this Surveyors' Agreement which may have been in effect between said Employer and the Union, even though unexpired, shall be suspended, and all obligations accruing thereunder shall be superseded by the terms and conditions of the Association Agreement. If the Employer ceases to be represented by the Association during the term of this Agreement, all obligations accruing under the Association Agreement shall cease and the Standard Agreement shall once again become effective.

SECTION 3. In the event that any Employer who is a party hereto shall withdraw from the Association, notice thereof shall be given by the Association to the Union as they withdraw.

ARTICLE 21 **MISCELLANEOUS**

SECTION 1. The Employer agrees to provide a suitable bulletin board in a conspicuous place where the employees are employed for the posting of information regarding union matters by the Union.

SECTION 2. In the event of war, declaration of a national emergency or imposition of economic controls upon wages by any federal authority during the life of this Agreement, the parties may mutually agree to reopen this Agreement for renegotiations of matters dealing with wages, hours, or other conditions of employment.

SECTION 3. When an employee is injured on the job, he or she shall be paid eight (8) hours pay for the day of the injury.

SECTION 4. It is to be understood that an employee covered herein is covered by the terms and conditions of this Agreement solely for his work performed when actually engaged in line and grade field survey work.

SECTION 5. Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor or subject to the terms and conditions of the Agreement including the subcontracting provision, provided, however the signatory contractor shall not be deemed to be a general contractor or subject to the terms and conditions of the Agreement or bound to the subcontracting provision of the Agreement if: (1) said signatory contractor is an affiliated development company, or (2) said signatory contractor does not have the sole responsibility and authority to select and determine the retention of the subcontractor(s) on the job.

It is also understood that when a signatory contractor requests relief from the Agreement and this interpretation, the Union may grant such relief and will deal with the request in good faith.

SECTION 6. The Union agrees that in the event it grants more favorable terms and conditions, other than those contained in this Agreement, to any employer or association in the same business as that covered by this Agreement, the Union will extend those same terms and conditions to the parties to this Agreement. The parties agree that it shall not be a violation of the most favored nation's clause(s) when the union grants relief from the provisions of this Agreement to companies that the Union is attempting to organize.

SECTION 7. The Employer agrees to deduct weekly five cents (\$.05) per hour from the gross pay of each employee covered by this Agreement who executes appropriate lawful voluntary check off authorization form(s), to the Operating Engineers Continuing Political Committee (OECPC) the amount specified in the check off authorization form signed and dated by the employee and furnished to the current Employer. The deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who assigns wages by the check off authorization, unless the employee revokes the authorization in writing. The revocation must be in writing, bear the date of the employee's signature, and be delivered to the Union, and to the Employer with whom the employee is currently employed. The Employer agrees that the deduction shall be held in trust and shall be remitted to the Operating Engineers Continuing Political Committee, c/o IUOE Local 478, 1965 Dixwell Avenue, Hamden, CT 06514 at the same time and along with the Health, Pension, Annuity and Training Fund contributions. All such deductions shall be reported on one form, included in one check and sent along with all other funds provided for in this Agreement.

The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits or other forms of liability arising out of the Employer's participation in or performance of the provisions of the Article. The Employer's liability is limited solely to make lawfully authorized deductions and to remit these deductions. The OECPC assumes full responsibility for the disposition of the monies so deducted once they have been paid to the OECPC.

SECTION 8. The Local 478 IUOE Apprenticeship Program (hereinafter called the “Apprenticeship Program”) approved by the State of Connecticut and the Local 478 IUOE Training and Skill Improvement Program (hereinafter called the “Training Program”) adopted by the IUOE Local 478 Apprenticeship, Training and Skill Improvement Fund (hereafter called the Apprenticeship and Training Fund”) shall be available for use by the Employer and may be utilized by the Employers and their employees herein on a cooperative basis according to their needs. The Employer may refer applicants to the Apprenticeship or Trainee program(s) and such applicants shall be accepted by such program(s) if possible.

ARTICLE 22
SUBCONTRACTING

In the event an Employer decides to subcontract out all or a portion of its field survey work, it agrees to give said survey work to subcontractors that have collective bargaining agreements with Local 478, IUOE.

ARTICLE 23
HOLIDAYS

SECTION 1. All employees covered by this Agreement shall receive a full days pay at their straight time rate of pay as holiday pay for the holidays listed below, or days celebrated as such, regardless of the day of the week upon which such holidays shall fall-

New Year's Day	Good Friday	Labor Day	Independence Day
Memorial Day	Thanksgiving Day	Christmas Day	

Holidays falling on Sunday shall be observed on the following day and shall be paid for as such. Holidays falling on Saturday may be observed on Saturday, or if the Employer so elects, on the preceding Friday, and shall be paid for as such.

SECTION 2. No employee shall be required to work on any of the above holidays or days celebrated as such, but in the event an employee works a holiday set forth above, the employee shall be paid at the rate of double time in addition to his or her holiday pay, for at least eight (8) hours at the applicable rate.

SECTION 3(a) To be eligible for holiday pay, an employee must work three (3) days during the work week in which the holiday falls, if scheduled, and, if scheduled, the working day before and the working day after the holiday, unless his or her absence is due to illness supported by evidence satisfactory to the Employer or a doctor’s note.

SECTION 3(b) Any employee hired on or before December 1st and laid off on or after December 15th shall be entitled to Christmas Day pay.

SECTION 4. If an employee is ordered out and reports to work on a holiday set forth in Section 1 above, but is not put to work, the employee shall be paid eight (8) hours pay at his or her straight time

rate in addition to the straight time pay for said holiday.

ARTICLE 24 **HOURS OF WORK**

SECTION 1(a) It is mutually understood and agreed upon that for all employees covered herein engaged in Heavy and Highway construction work, the work week shall commence Monday between 6:00 A.M. and 8:00 A.M. and continue until Friday P.M. inclusive. The starting time shall be decided by the Employer, but shall fall within the hours of 6:00 A.M. and 8:00 A.M., and the Employer shall notify the Union at the pre-job conference of the starting time but any change in an established starting time to another starting time within these hours must be for a valid reason. This Section shall not apply to tide work or work where a governmental agency's or a railroad's prohibition, limitation or restriction affects the schedule when work may be performed. The starting time shall continue for a minimum of five (5) consecutive working days and in the event of a change shall require forty-eight (48) hours notice to the employees and the Union.

SECTION 1(b) Where the Employer requires the presence of employees prior to the established starting time for the shifts, all employees reporting prior to the regular starting time shall work, or be paid until the end of the regular shift. If the work is halted by inclement weather, the employee shall be paid a minimum of eight (8) hours pay for that day.

SECTION 1(c) On projects subject to a governmental agency's, a railroad's or an owner's prohibition, limitation or restriction of the schedule when work may be performed, the following shall apply:

On jobs on which work for the week starts at 5:00 P.M. or later on Sunday or starts on Monday evening, the Employer may schedule up to five (5) working days at the straight time rate of pay, a sixth (6th) consecutive working day at time and one-half rate of pay as the sole premium and a seventh (7th) consecutive working day at double time rate of pay as the sole premium.

SECTION 1(d) Article 24 of the Heavy and Highway Agreement and other applicable provisions affecting the scheduling of the job or payment of premiums shall not apply to tide work or work where the owner, governmental agency's or a railroad's prohibition, limitation or restriction affects the schedule when work may be performed. However, employees whose shift falls predominately within the period from 6 p.m. to 6 a.m. shall receive ½ hour's pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

When the regular first day starts after 5:00 P.M. on a Sunday, no premium pay is due for this Sunday work, and when the regular last day finishes on a Saturday, no premium pay is due for this Saturday work.

After working ten (10) hours in a day, the employee shall receive premium pay at the applicable rate.

SECTION 1(e) The use of Government Owner relief shall be a mandatory subject of discussion at the pre-job conference provided for in Article 6.

SECTION 2(a) In the period between May 1st and November 30th employees who are covered herein shall be guaranteed pay on a weekly basis of forty (40) hours for the regular workweek, Monday through Friday, inclusive. Anything in this Agreement notwithstanding, any employee who fails to report to work during the week shall be paid the straight time rate for Saturday work up to forty (40)

hours per week unless the employee's absence is due to illness supported by evidence satisfactory to the Employer or a doctors note or other personal reasons approved by the Employer. It is understood that in the event they lose one (1) day during the regular work week because of inclement weather, they shall be paid for that day and they shall work on Saturday at straight time rates.

This guarantee shall not apply where the employee is employed for a single day to replace an employee absent from work for illness or other personal reasons. In addition, this guarantee shall not apply on the Monday immediately preceding a Tuesday holiday or on the Friday immediately following a Thursday holiday.

SECTION 2(b) In the period between May 1st and November 30th of any year, work performed on Sunday shall be paid at the rate of double time. Work performed on holidays or days celebrated as such shall be paid for at the rate of double time in addition to holiday pay. If employees work on Saturday in the same week in which there is a holiday falling during the regular work, employees shall be paid time and one-half their regular rate for such work, except that if, during the above-mentioned week, the employee also loses a day because his or her operation is shut down as a result of inclement weather, he or she shall work on Saturday at straight time rates.

SECTION 2(c) In the event that the job or project is completed or finished prior to the expiration of any guaranteed forty (40) hour week, the employees shall be paid for such hours as are actually worked, but must be paid for the full day on which the job or project is completed or finished.

SECTION 2(d) Overtime hours shall not be used to accumulate as credit toward the guaranteed forty (40) hour workweek. Where employees work any part of any hour on overtime, they shall be paid to the next half hour.

SECTION 2(e) All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half, except Sundays and Holidays, which shall be paid in accordance with other provisions of this Article.

SECTION 2(f) Notwithstanding any other provision of this Agreement, the Employer may schedule four (4) ten (10) hour workdays at straight time rates Monday through Friday. These days shall be scheduled consecutively except for a holiday week.

SECTION 3(a) In the period between December 1st and the following April 30th there shall be no guarantee of forty (40) hours pay on a weekly basis, but employees shall be paid for all hours actually worked and for hours for which pay is due hereunder. During this period, any employee who during the regular work week, Monday through Friday inclusive, is scheduled and reports for work and is in compliance with the established system of communications to handle inclement weather and other problems, shall receive four (4) hours work or pay, and any employee who works in excess of four (4) hours in any one day shall receive pay for actual time worked and shall be paid at the rate of time and one-half after eight (8) hours work in any one (1) day, except as otherwise provided in Section 2(f) hereinabove. During this period, Saturday work shall be paid at the rate of time and one-half, Sundays at the rate of double time, regardless of the number of hours worked during the regular workweek.

During the non-guarantee period, pay four (4) hours reporting pay, provided that the employee who is scheduled and reports to work is in compliance with the established system of communications to handle inclement weather and other problems, and after four (4) hours, pay for actual time worked.

SECTION 3(b) In the period between December 1st and April 30th of any year, the Employer and the Business Agent assigned to the job or project shall mutually develop a system of communications

to handle inclement weather problems. The system may be varied from job to job. The Employer shall be solely responsible for giving the required notices under such system.

SECTION 4. All work done after eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half, except as provided for in Section 2(e) hereinabove. Sunday work shall be paid for at the rate of double time. Saturday work shall be paid for at the rate of time and one-half, except as provided in Section 2(a) above; an employee directed to work on Saturday or Sunday shall receive a minimum of eight (8) hours pay at the applicable rate throughout the year.

SECTION 5. In the event that an employee who has been ordered to do so by the Employer's job superintendent reports for work on Saturday, Sunday, and/or on a holiday or day celebrated as such, he or she shall be paid for that day at the applicable rates of pay for eight (8) hours, provided the employee, prior to leaving his home, has telephoned the Employer's office to verify his scheduled work. The Employer shall make available a telephone number for this purpose and shall have the telephone manned two (2) hours prior to the scheduled commencement of work. The Employer shall allow all such employees to call collect. Nothing contained herein shall be construed or interpreted to preclude the Employer from contacting its employees for the purpose of giving notice of work cancellation, if the Employer so elects, provided the Employer shall have contacted the employees before they have left their homes for the scheduled work day involved.

ARTICLE 25 **WORKING CONDITIONS**

SECTION 1. The Employer is to be the sole judge of the make-up and size of the parties. The Employer reserves the right to temporarily transfer employees to higher or lower jobs, and the employee shall not refuse such transfers. "Temporary Transfers" shall be understood to mean those transfers caused by the absence of an employee. The transferred employee is to receive the employee's normal and regular rate of pay for the entire period. Only one transfer may be made to cover such absent employee. Employees covered by this Agreement may be moved from one project or job to another at the sole discretion of the Employer. Roving survey parties or individuals are specifically permitted.

SECTION 2. There shall be no limitations or restriction as to the amount of work an employee shall perform during his or her working day, it being understood that the employee shall perform a fair and honest day of work.

SECTION 3. There shall be no limitations or restriction of the use of instruments, tools, appliances, or methods applicable to the trade.

SECTION 4. There shall be no restriction of the use of any manufactured materials.

SECTION 5. The Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by any employee covered by this Agreement is or is not satisfactory and whether the qualifications of a prospective employee are or are not satisfactory, and whether or not the employee is or is not competent.

SECTION 6. It is understood that the Employer has the sole discretion to require the employees to perform work other than field survey work because of inclement weather. It is understood that the Employer when assigning employees to work other than field survey work, shall assign work to

covered employees relating to engineering work as consistent with the Employer's past practices.

SECTION 7. The Employer agrees that it will not require as a condition of employment that any employee furnish or provide a truck, other vehicular equipment, or tools.

SECTION 8. The employer shall have full authority to manage the business and the work, direct the work force and decide all matters, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

SECTION 9. No Employee covered by this Agreement shall be discharged or disciplined by the Employer unless there is just cause for said action.

ARTICLE 26
MINIMUM WAGE RATES AND CLASSIFICATIONS

SECTION 1. With respect to jobs bid before April 1, 2019, the wage carryover rate shall be at the rate effective March 31, 2019. The wage rate for jobs bid prior to April 1, 2019, stays at the March 31, 2019 rate until March 31, 2020, or when the job ends, whichever is sooner. Should increased rates be implemented by a governing authority those rates shall apply.

SECTION 2. With respect to prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates shall be the wage rates set forth in the wage determination in the construction contract, which rates shall continue in effect for one year beyond the expiration of the wage rates in this agreement at the time the work starts. With respect to non-prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates used to bid, which rates shall continue in effect for one year beyond the expiration of the wage rates in this Agreement at the time the work starts.

SECTION 3. The following are the regular, minimum straight-time hourly rates of pay and classifications for employees covered by this Agreement:

Surveyor Wage Rates

Classification	4/1/18	4/7/19	4/5/20	4/4/21
Chief of Party	\$35.65	\$36.95	\$38.31	\$39.63
Assistant Chief of Party	\$32.82	\$34.04	\$35.31	\$36.54
Instrument Man	\$31.55	\$32.73	\$33.96	\$35.15
Rodman or Chainman	\$27.07	\$28.11	\$29.20	\$30.26

Hazardous material removal: \$3.00 per hour premium (Refer to Article 26, Section 5 for

details.)

Surveyor Fringe Benefit Fund Rates

Funds	4/7/19	4/5/20	4/4/21
Health Benefits and Insurance	\$12.75	\$13.00	\$13.15
Pension	\$7.15	\$7.40	\$7.50
Annuity	\$2.65	\$2.65	\$2.90
Apprenticeship Training	\$1.10	\$1.10	\$1.10
Industry Advancement Program	\$0.10	\$0.10	\$0.10
Supplemental Unemployment Contributions	\$1.10	\$1.10	\$1.10
National Training Fund	\$0.05	\$0.05	\$0.05

SECTION 4. If the Davis-Bacon Act is repealed, the parties may agree to reopen the Agreement and negotiate its terms and conditions.

SECTION 5. On hazardous waste removal work on a site designated by a state or federal agency as a hazardous material Superfund site or on emergency response work requiring the removal of hazardous material, when an employee covered by the Agreement is performing work in connection with the removal of hazardous material who has been trained and is certified to perform this type of work and who is required to wear level A, B, or C personal protection during the performance of this work, the operator shall receive an hourly wage rate premium of \$3.00 per hour.

ARTICLE 27
DEFINITIONS OF CLASSIFICATIONS

CHIEF OF PARTY - An employee capable, highly skilled and experienced in directing and performing construction survey work, not limited to but including layout, cross-sectioning, computations, the setting of lines and grades, and capable of performing all the duties of transit man and rodman.

ASSISTANT CHIEF OF PARTY - An employee skilled in directing and performing construction survey work, but not as skillful and experienced as Chief of Party and who occasionally needs the supervision and direction of a Chief of Party to successfully perform his or her duties.

INSTRUMENT MAN - An employee capable of performing all of the duties of a Rodman, who sets up and operates the transit, level, and related surveying instruments, makes simple field drawings of lines and grades from sketches, directs Rodman, establishes lines and grades, handles all related computation problems.

RODMAN OR CHAINMAN - An employee engaged to care for surveying equipment and tools, drive stakes, man type and level rod, index, file, and maintain line and grade data, mark and flag grade stakes, prepare, apply, and maintain control points, monuments, stations, turning points and

bench marks on construction sites, trace and letter maps and drawings from field sketches.

In order to train the Rodman for future duties as an Instrument Man, from time to time he or she may be required to man an instrument in training. Said training shall continue until he or she qualifies as an Instrument Man and he or she is required to perform the duties of an Instrument Man on a full-time basis.

ARTICLE 28 **ADMINISTRATIVE DUES**

During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check off of membership dues to be furnished to the Employer in a form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, two percent (2%) of the sum of the gross weekly wages and the required fringe benefit contributions of said employee, as administrative dues, provided the Employer is given thirty (30) days prior notification in writing by the Union of the two percent (2%) or amount to be deducted and the percentage or amount to be deducted has been properly approved by the Union and is uniformly applicable to the employees covered by this Agreement.

All monies collected for Administrative Dues by the Employer shall be held in trust for employees and shall be paid to Local 478 International Union of Operating Engineers. The Administrative Dues that are deducted shall be paid monthly by the 20th day of the month following the month in which they were deducted.

ARTICLE 29 **CONNECTICUT CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM**

SECTION 1. Each employer signatory to an agreement with the Union for work covered under this Agreement, whether by authorization to the Association or by a separate individual agreement with the Union, shall pay to the Association, a third party beneficiary under this Agreement, the sum of ten cents (10¢) per hour for each hour worked by or paid to each of its employees covered by the term of this Agreement. This Article and the obligations and rights flowing from this Article may not be terminated or modified without the written consent of the Association after the Agreement has been executed.

SECTION 2. Payments to the Association are due and payable in the manner and form determined by the Association or before the 20th day of the month next succeeding the month for which the sum is payable. The employer further agrees to pay all costs of collection, including reasonable attorney's fees and court costs, interest, and any other cost incurred by the Association in the collection of monies due the Association.

SECTION 3. The Union agrees to furnish the Association with the following: (a) a copy of any signed individual collective bargaining agreement and/or participation agreement and/or other acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement with any employer not represented by the Association, hereinafter referred to as the "Independent Agreement" when the Association needs same for collection or for enforcement of this provision; and (b) up-to-date lists, no later than monthly, of the names and addresses of all employers signatory to an Independent Agreement for the types of work covered under this Agreement.

SECTION 4. The Union agrees to propose that all the provisions contained in this Article 29, Connecticut Construction Industry Advancement Program, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association for companies covered under such Independent Agreement with any employer for work covered under this agreement that does not include all provisions of this Article 29, it is understood and agreed that the provisions known as Article 28, Administrative Dues (in this Agreement) shall be deleted and shall be of no force or effect in that Independent Agreement, and all obligations contained in that deleted Article shall immediately cease and terminate.

SECTION 5. If the Union accepts or is a party to any Independent Agreement with any employer for work covered under this Agreement that does not include all provisions of this Article 29, it is understood and agreed that the provisions known as Article 28, Administrative Dues (in this Agreement) shall be deleted and shall be of no force or effect in that Independent Agreement, and all obligations contained in that deleted Article shall immediately cease and terminate.

SECTION 6. In consideration of the promises and obligations of employers to make contributions to the Association as provided for herein and to promote work opportunities for employers and employees working under this Agreement and in the construction industry, and in consideration of services to be directly and indirectly provided for such employers by the Association, as determined by the Association, and for the benefit of the construction industry generally, and for other good and valuable consideration (such consideration which each employer hereby acknowledges by being bound or signatory to this Agreement) each employer agrees to all of the provisions of this Article 29 and acknowledges that said contractual provisions were made for the express, direct, and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any employer for work covered under this Agreement for the term of this Agreement).

SECTION 7. In the event an Employer elects not to contribute to the Connecticut Construction Industry Advancement Program (IAP), then an additional payment in the same amount shall be contributed to the Apprenticeship Training and Skill Improvement Fund (ATF) in the event the employer fails or refuses to make

SECTION 8. Any or all provisions of this Article 29 may be specifically enforced by the Association.

ARTICLE 30

MARKET RECOVERY PROGRAM

SECTION 1. For work bid prior to May 1, 2019, the market recovery provisions of the 2018–2019 Agreement shall apply. For all work bid on or after April 1, 2019, the terms of Surveyors Agreement shall apply, except as provided hereunder:

For all jobs of \$10 million or less, the following shall specifically not apply: Article 24 in its entirety. Employees who are scheduled and report to work and are in compliance with the established system of communication to handle inclement weather and other problems, shall receive two (2) hours reporting pay. This article shall not apply when the project is covered by a project labor agreement.

SECTION 2. On all work bid prior to April 1, 2019, which was bid under the market recovery provisions of the present or any prior Agreement between the parties, the Employer may use its sole discretion with respect to hours and working conditions. The minimum hourly wages that were in effect on the date the bids were due or negotiated, whichever was earlier, shall remain in effect until the completion of that job, irrespective of the termination of the collective bargaining agreement in effect at the time the work was bid or negotiated, or of any subsequent agreement, except that any increase in fringe benefit contribution rates shall be payable on the effective date of said increase.

SECTION 3. On all work bid on and after April 1, 2019, described in Subsections 1 and 2 above, the Employer may use its sole discretion with respect to the hours and working conditions, except as otherwise provided therein, and on any jobs bid on or after April 1, 2019, the following shall apply:

- (1) On projects covered by state or federal prevailing wage laws, the wage rates set forth in the wage determination in the construction contract shall continue to apply until the scheduled completion date of that job, irrespective of the termination of this Agreement, except that any increase in fringe benefit fund contribution rates negotiated in this Agreement shall be payable on the effective date of the increase.
- (1b) On a project covered by State or Federal prevailing wages laws bid on or after October 1, 2002, wages shall be paid consistent with Connecticut State law. In no event shall any carryover extended beyond one (1) year.
- (2) On projects not covered by state or federal prevailing wage laws, the minimum hourly wage rates in effect on the date the bids are due or negotiated, whichever is earlier, shall remain in effect until the scheduled completion date of that job, irrespective of the termination of this Agreement, except that any increase in fringe benefit fund contribution rates negotiated in this Agreement shall be payable on the effective date of the increase.
- (3) Overtime shall be paid after ten (10) hours in a day, forty (40) hours in a week.
- (4) On private work, benefits other than the Annuity will be held at the 2018 contribution rates on projects not to exceed the term of the contract.

SECTION 4. While performing in jobs described in Section 1, if any of the work covered in the trade jurisdiction of this Agreement is performed by employees not covered by this Agreement, the Union may immediately have that piece of equipment manned by an employee covered by this Agreement. In the event the Employer refuses to man the equipment as demanded by the Union, the Employer shall be liable for work opportunity loss (wages plus fringes) from the date of said demand. The Employer shall not have the right to Grievance and Arbitration under this section.

ARTICLE 31 **VALIDITY**

Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be termed for all purposes as null and void, but all other provisions of this Agreement shall continue in full

force and effect except as provided herein, and in such event the parties hereto may jointly agree to re-open the Agreement for the purpose of negotiating with respect to the provision of this Agreement declared unlawful.

ARTICLE 32 **TERMINATION**

This Agreement shall remain in full force and effect from the date the Employer executes said Agreement through March 31, 2022, and shall then renew itself from year to year thereafter unless either party to the Agreement gives written notice to the other party, at least sixty (60) days prior to said 31st day of March, 2022, or at least sixty (60) days prior to such anniversary date in any year thereafter, of its desire to terminate this Agreement and negotiate a successor Agreement. During such negotiations, this Agreement shall remain in full force and effect until negotiations are broken off or an agreement is reached.