

STANDARD AGREEMENT

of the

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

HEAVY AND HIGHWAY

Effective April 1, 2019, through March 31, 2022

HEAVY AND HIGHWAY TABLE OF CONTENTS

<u>Article</u>	<u>Page Numbers</u>
Preamble	
Article 1, Recognition	3
Article 2, Scope of Agreement.....	5
Article 3, Trade Jurisdiction	6
Article 4, Territorial Application	7
Article 5, Union Security	7
Article 6, Pre-Job Conference and Competency	8
Article 7, Business Agents and Stewards	9
Article 8, Payment of Wages	9
Article 9, Health Benefits Fund	10
Article 9 A, Annuity Fund	11
Article 10, Pension Fund.....	11
Article 11, Supplemental Unemployment Contributions.....	12
Article 12, Apprenticeship Training and Skill Improvement Fund	13
Article 13, Regulation of Payment to Funds.....	13
Article 14, Access to Jobs, Records, and Time Records	15
Article 15, Protection of Rights	15
Article 16, Safety	16
Article 17, Maintenance of Standards.....	17
Article 18, Grievance and Arbitration Procedure	17
Article 19, Work Stoppages	19
Article 20, Association Membership	19
Article 21, Miscellaneous	20
Article 22, Subcontracting	22
Article 23, Holidays	23
Article 24, Hours of Work and Working Conditions.....	24
Article 25, Apprentices	33
Article 26, Administrative Dues	34
Article 27, Connecticut Construction Industry Advancement Program	35
Article 28, Market Recovery Program.....	37
Article 29, Minimum Wage Rates and Classifications.....	38
Attachment "A", Minimum Wage Rates and Classifications	39
Article 30, Tunnel Construction General Conditions	42
Article 31, Validity	44
Article 32, Termination.....	45

HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT is entered into by and between the “Employer” as hereinafter defined and referred to herein as such, and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 478 and its branches, AFL-CIO, hereinafter referred to as the “Union.” The provisions of this contract shall apply to construction contracts bid on or after April 1, 2019. The relevant provisions of the 2018-2019 agreement and of project agreements will continue to apply to construction projects bid prior to that date.

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. There shall be no discrimination in the referral, hiring, placement, classification, upgrading, layoff, 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 activities, and membership or non-membership in the Union. The Union agrees to assist the Employer in the development of an Affirmative Action program as required by law. Neither party may commit the other to any Affirmative Action program affecting employees covered by this Agreement without prior agreement with the other on all phases connected with any such program. 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 1 **RECOGNITION**

SECTION 1. The Employer 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 Relation Act.

SECTION 2. 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 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 affiliated operation 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:

(1) 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, or

(2) There is any use by the Employer of any material or product produced by such other operation subject to and governed by the scope and jurisdiction of this Agreement and/or entity except where the employees of such affiliate performing such work are subject to a written labor agreement with a bona fide labor organization.

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 3(c) The term "Association" as used in this Agreement shall mean the Connecticut Construction Industries Association.

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 non-membership in the Union or Association, or in connection with any activities on behalf of the Union or Association

SECTION 7. It is mutually understood that in the event an Employer should be in a situation where it is forced to take over the operation of another Employer not covered by this or any other labor agreement for the purpose of salvaging any monies it might have due from that other Employer, the provisions of Article I, Section 3(a) covering other entities will not prevail.

ARTICLE 2

SCOPE OF AGREEMENT

SECTION 1. 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) settling tanks and pumping stations; (3) all work performed with floating equipment (cranes or other equipment operated from scows shall be classified as floating equipment); (4) the assembly, erection, unloading, maintenance, repair, dismantling, and loading of all equipment, vehicles, and facilities used in connection with the aforementioned construction work and services; (5) where there is a temporary garage or field shop on or near a job site which is used to repair and maintain equipment covered by this Agreement, such maintenance work shall be covered by the Heavy and Highway rates and conditions, and all temporary plant operations on job sites; (6) demolition of all structures shall likewise be covered by the Heavy and Highway Rates and Conditions; and (7) including all site clearing, grading, site utilities, and site preparation on a building site, and all excavation to grade within the building foundation line, and all work outside the building foundation line excluding the installation, operation, and dismantling of well point systems on the building site. "Excavation to grade" shall exclude excavation and backfill for piles, footings, walls, pits, or basements.

SECTION 2. If an employee at any time during the working day performs work within the scope of the Building Agreement between the Union and this Employer or the Associated General Contractors of Connecticut, the employee shall be paid the higher of the Building construction rate or the Heavy and Highway rate for the entire day.

SECTION 3. An Employer bound to this Agreement who performs Building construction work (i.e. work within a building foundation line after excavation to grade has been reached and the installation, operation, and dismantling of well point systems on the building site) shall be covered by the provisions of the Building Agreement as negotiated in 2019 between the Union and the AGC with respect to wages, hours, and working conditions. The provisions of this Agreement, other than wages, hours, and working conditions, shall continue to apply to such Employers on such work.

SECTION 4. It is mutually understood by the parties that the terms of the Surveyors Agreement between the Union and the Association or an independent survey Agreement shall apply to all Employers bound by this Heavy and Highway Agreement who perform in highway work under contract with the State of Connecticut and/or municipalities thereof.

SECTION 5. 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 after ratification 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
TRADE JURISDICTION

SECTION 1(a) The Employer agrees that the Union shall be the exclusive representative of all employees performing work described in the Scope of Agreement, Article 2, of this Agreement, including, but not limited to, the following work, whether remote controlled or not, usually and customarily performed by employees represented by the Union.

SECTION 1(b) The maintenance and/or operation of all engines, boilers, machinery, and equipment including: steam, gasoline, diesel, electric, hydraulic, and compressed air, or any other type of powered equipment, stationary or portable engines utilized in general construction, pipelines, or excavation pumps (electric, gas, air, diesel, steam, or air, or otherwise powered)

Syphons

Bulldozers

Welding machines

Street rollers

Powered shovels

Backhoes

Excavators

Gradalls

Cable ways

Orange peels

Clamshell buckets

Concrete buckets

Pile drivers

Cranes of all types including overhead cranes and tower cranes

Derricks of all types, including stiff legs, guy and A-frame trucks

Mucking machines

Dinky machines

Pumpcrete machines

Power pavement breakers (self-propelled)

Payloaders

Shovel loaders

Well points

Soil compaction equipment

Cleaning vacuum (manhole and catch basin)

Sheeting piling

Pile jetting

Cryogenics

In all work usually performed by the Union within its craft jurisdiction, consistent with the past awards of the National Joint Board for the Settlement of Jurisdictional Disputes, the Employer agrees that it will assign such work only to employees covered by and working under this Agreement.

ARTICLE 4
TERRITORIAL APPLICATION

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 the person has had at least six 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 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 written notice before the employees needed are to be employed. In the event of an emergency, notice shall be given as soon as the need is known and may be by telephone to the Union's office.

SECTION 3(d) It is mutually understood that an Employer may recall former employees who have been on their payroll but laid off for lack of work without first calling or checking with the Union Hall. The employee shall notify the Union of re-employment.

ARTICLE 6
PRE-JOB CONFERENCE AND COMPETENCY

SECTION 1(a) The Employer, who is a general contractor on a given project where Operating Engineers are to be employed, shall notify the Union, prior to commencing work on said project, for the purpose of having a pre-job conference with the Union.

SECTION 1(b) When the general contract totals \$1,000,000 or less, a telephone call to the Union office notifying them of the job will suffice as a pre-job conference.

SECTION 1(c) When the general contract exceeds \$1,000,000 the Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the equipment to be used and the job conditions involved.

SECTION 2. The Employer, who is a subcontractor on a given project where Operating Engineers are to be employed and where said subcontract is in excess of five hundred thousand dollars (\$500,000), and where Operating Engineers are to be employed, shall notify the Union, prior to commencing work on said project, and shall meet with the Union at a mutually agreeable time and place to discuss the equipment to be used and the job conditions involved unless the Union agrees to waive such a meeting.

SECTION 3. If an Employer has commenced work on a project without a pre-job conference or without notifying the Union as required by this Article, then, any other provision of this Agreement to the contrary notwithstanding, the Union, three (3) working days after written notice has been received by the Employer shall have the right to have its members on such project cease work until the Employer contacts the Union to arrange for a pre-job conference, and all such members shall be made whole for all wages and fringe benefits lost during the period of such work stoppage. It is understood that during the three (3) day notice period and during the period of any such work stoppage, the Union shall be available to conduct a pre-job conference with the Employer involved at any time.

SECTION 4. Anything to the contrary notwithstanding, the Employer and the Union may mutually agree to a system of communication whereby the Employer need not comply with any pre-job notifications or conferences otherwise required by Sections 1 and 2 above, and whereby the Union would not be permitted to take any action detailed in Section 3 of this Article.

SECTION 5(a) The referral and hiring of all employees shall be done without discrimination because 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 or non-membership in the Union and all other protected classes, or membership or non-membership of the Union.

SECTION 5(b) Employees referred by the Union must be competent in the opinion of the Employer. An employee assigned to a particular piece of equipment for more than seven (7) working days shall be presumed competent for that Employer on the operation for which the employee was hired.

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. The steward shall be on the general contractor's payroll when the contractor 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. There shall be no discrimination against any steward for the performance of his or her duties or enforcing compliance with this Agreement. 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 on the job to determine their good standing as provided herein.
- (b) Interview all newly-employed employees on the job or project.
- (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.

SECTION 4. The work to be performed by the stewards shall be agreed upon by the Employer and the Union at the Pre-job Conference. The steward shall be the last employee laid -off from the job or project, provided the steward can do the remaining available work, and will not be transferred to any other project, plant, or shop without the approval of the Business Agent. The Employer shall give the Union at least forty-eight (48) hours notice of its intention to lay off the steward in all cases.

SECTION 5. Whenever six (6) or more pieces of production equipment are being used on the project, on overtime, the steward shall perform work as part of the working force.

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. 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. All employees shall be given an itemized statement with their pay or pay check showing their rate of pay, hours of work,

deductions made, and net pay.

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 fringe benefit funds in cash or by bank check with a pay envelope giving all of 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 pay day shall be Friday, the Employer shall make provision for the employees to cash all checks on said pay day. If the pay day 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 and the Association, an Employer shall willfully fail 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 that 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 rate 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, no 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.

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 employees' wages such contributions to the Local 478 Annuity Fund 401(k) 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 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>
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 Fund 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, 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 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>
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 Apprentice 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 by April 1, 2003.

ARTICLE 13
REGULATION OF PAYMENT TO FUNDS

SECTION 1. Contributions required under Articles 9, 9A, 10, 11, and 12 shall be made for each payroll hour worked or paid for in the jurisdiction of the Union, to the nearest half hour.

SECTION 2. When the Trustees of the Health Benefits Fund or Pension or Annuity or Supplemental Unemployment Benefit 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 three (3) months average contributions under Articles 9, 9a, 10, 11 and 12.

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. 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 an Employer to contribute to either the Health Benefits Fund or the Pension Fund or the Annuity Fund or the Apprenticeship Training and Skill Improvement Fund or the Supplemental Unemployment Fund shall be a violation of the Agreement by that particular Employer in default. 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 the Employer ten (10) days written notice of its intention to take economic action against the Employer. 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 request arbitration. In the event that the 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 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, Benefit Summary Plans, 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, 9A, 10, 11, 12, and 13 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. 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. 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.

SECTION 8. 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 but such action shall not relieve the Employer of any obligation incurred prior to the date of the repudiation.

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 employees concerning his or her 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 records and time cards of the employees 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 Union for use at the hearing on the matter. If the Employer fails to comply with the request of the Arbitration Board, 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 the 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 of discharge or disciplinary action if any employee refuses to perform any service which his or her 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 its subcontractor on the general contractor's job site.

ARTICLE 16

SAFETY

SECTION 1. The Employer shall supply hard hats, eye protection and ear protection, rain gear, welding goggles, 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 law 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. The Employer shall, where necessary and practicable, install devices for sun protection on pan scrapers, bulldozers or paving equipment provided such installation does not interfere with the normal operation of the machine or efficient execution of the work assignment.

SECTION 5. Any employee involved in any accident shall immediately report the accident and/or 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 6. 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 7. 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 the employee 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, the employee shall be reimbursed in full by the Employer for all earning opportunity lost and for meals and transportation costs because of such appearances or testimony.

SECTION 8. Employers may conduct drug and alcohol testing of applicants and employees in accordance with state and federal laws.

SECTION 9. Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time.

SECTION 10. 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

MAINTENANCE OF STANDARDS

SECTION 1(a) 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 power tools. The Employer agrees to replace an employee's tools broken in the course of performance of the employee's duties, and will replace tools lost by fire or as a result of theft from a breaking and entering if kept in a company controlled shop, and a list of tools shall have been submitted to the Employer prior to loss.

SECTION 1(b) The Employer agrees to provide insurance for employee's tools carried in a company service vehicle being used in the pursuit of his employment. Such insurance shall have a deductible of not more than one hundred dollars (\$100.00) and shall apply only to losses resulting from fire, forced entry, or acts of God. There will be no coverage for such loss if the employee was negligent or if the employee failed to submit a list of the tools carried in the company service vehicle in addition to the tools listed as in the company shop prior to the loss. The employee shall revise these lists as tools are added or eliminated.

SECTION 2(a) The Employer agrees that all conditions of employment, including those relating to wages and hours of work, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

SECTION 2(b) It is mutually understood that in the event an Employer has made or does make with an employee any consideration other than terms and conditions covered by this Agreement that are in excess of those covered by this Agreement, that same condition shall terminate whenever that employee or that particular job or the reason for making such altered condition shall terminate.

SECTION 3. If an Employer puts into use any new type of equipment (including remote equipment) or new type of attachment for which rates of pay and/or manning are not established by this Agreement or the Association Agreement, it shall notify the Union when such is being put into operation, and after the equipment and/or attachment shall have worked five (5) days, the Union and the Employer shall meet to negotiate rates of pay and/or manning of such new equipment or attachment.

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 or Employer, 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 11. 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 12. 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 13. The time limits set forth herein may be extended by written agreement between the Association and the Union.

SECTION 14. 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 15. 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, walk-out, 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 or have any recourse to any other provision of 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 Procedure, Section 6.
- (c) Failure to pay Health and Welfare and/or Pension and/or Annuity Fund contributions and/or Supplemental Unemployment Benefits and/or Apprenticeship Training and Skill Improvement Fund contributions in accordance with Article 13, Regulation of Payment to Funds, Section 4.
- (d) Failure to comply with Article 6, Pre-job Conference and Competency, Section 3.

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 Heavy and Highway 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.

SECTION 4. In the event that any Employer who is a party hereto ceases to be represented by the Association for and during the term of this Agreement, said Employer shall continue to be bound to the terms and conditions of this Agreement except that (1) the entire Article 18, Grievance and Arbitration, and all references to arbitration in the Agreement shall be deleted, and (2) the term "Association" shall be deleted and the term "Employer" substituted in lieu thereof if the context shall require.

SECTION 5. Notwithstanding Section 2, hereinabove, any Employer who joins and authorizes the Association to represent it in dealings with the Union shall immediately be covered solely by this Agreement. Any previous Agreement referring to the work covered by this Heavy and Highway 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 this Association Agreement shall cease, and the independent agreement shall once again become effective.

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 re-open this Agreement for renegotiation of matters dealing with wages, hours, or other conditions of employment.

SECTION 3. The Employer shall not permit any other Employer to use its machines or equipment on any job or project site at which the Employer is performing work, unless such machine or equipment is operated and maintained by employees covered by this Agreement or by another association CCIA or AGC agreement or an independent agreement with this Union.

SECTION 4. When an employee is injured on the job, the employee shall be paid eight (8) hours for the day of the injury.

SECTION 5. A Master Mechanic shall be employed on all jobs and projects where six (6) or more pieces of production equipment are being operated. The Master Mechanic may repair and maintain equipment. The Master Mechanic must be a member in good standing in the Union. The Master Mechanic shall not operate

any equipment except in an emergency, and then for a period not longer than a reasonable time to procure an employee to perform the work involved, subject to applicable federal and state laws. The Master Mechanic shall not be a supervisor or foreman, but may give employees directions as to the work they are to perform in compliance with general orders or instructions from the job superintendent. The Master Mechanic shall be responsible for all repairs and maintenance of equipment including the assembly, erection, dismantling, loading and unloading, and moving thereto used or required on any job or project site where this agreement applies.

SECTION 6. No foreman, supervisor, or person, not a member of the bargaining unit shall be permitted to perform any work covered by this Agreement, unless specifically permitted by this Agreement.

SECTION 7. The manning of equipment set forth in this Agreement or hereafter established shall be strictly adhered to, and failure to do so shall make the Employer liable for wages and fringe benefits lost by employees who would have been entitled to such work, but no such claim shall be made for any monies due for a period exceeding thirty (30) days prior to the date of the claim.

SECTION 8. When employees are required to move equipment over the highway from a job, project, garage, or plant to another job, project, garage, or plant, they shall be provided transportation back to the starting point and shall be paid the appropriate rate until they are transported back to the starting point of the move. No employee shall be required to furnish his or her own transportation.

SECTION 9. When equipment within the scope of this Agreement is transported by trailer, it is mutually agreed that such equipment shall be loaded and/or unloaded from such trailer by employees covered by this Agreement when and if such employee(s) are present and are available to perform the loading and/or unloading.

SECTION 10. In the event that a tire dealer, who is a party to an Agreement with the Union, is not available within one (1) hour to perform work (changing of and/or repairing tires) on the project site, the Employer will be permitted to use any tire dealer who is available.

SECTION 11. 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 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 12. 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 13. The Employer or its members may request relief from the terms of this Agreement, including wage rates, fringe contributions or other conditions, for the purpose of enabling the Employer to provide work

opportunities for their employees. The Union shall decide whether such request will enhance the opportunity for employment of its members and others who may perform work under this Agreement and shall inform the Association and all other Employers bidding on the project of its decision for that particular job. Any such relief or concession made, however, shall be limited to the project for which such request was made and shall not apply to any other projects.

SECTION 14. The Union will meet with the Employer upon request at a pre-bid conference to discuss the terms and conditions of the collective bargaining agreement to be applied to that particular job or project for any employer who shall be the successful bidder on all or a part of the project on which agreement is reached.

SECTION 15. In order for the parties to meet the competitive needs of the industry, the parties may enter into agreements covering specific types of work covered by this Agreement and providing for appropriate wages, fringes, hours and working conditions that shall supersede those of this Agreement.

SECTION 16. The Employer agrees to deduct weekly five cents (\$0.05) 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, SUB and 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 17. 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**

SECTION 1. The Employer agrees to notify the Union when and with whom the Employer has entered into a subcontract, before the work of the subcontractor commences, and shall further state the scope and

approximate starting date of same, and no subcontractor shall commence work unless it is a party to an agreement with the Union covering the work to be performed.

SECTION 2. Any subcontractor on the site shall be covered by and subject to the terms of the Agreement.

The Union shall have the right to grant relief from the application of this Article 22 as follows: 1) When the terms of the construction contract to be performed by the subcontractor are specialty items; or 2) when suitable competitive union subcontractors are not available; or 3) when there are owner designated subcontractors and suppliers; and 4) when other considerations merit the granting of this relief. The granting of such relief shall not be unreasonably withheld.

Provisions of this Article 22 shall not apply: when government regulations require set asides for DBE's, MBE's or small businesses.

SECTION 3. To avoid any possibility that the hiring or rental arrangement is a device to circumvent this Agreement, the Employer agrees that it will pay the signatory owner-operator by separate checks and that the labor paid for the operation of such equipment shall be at a rate equal to that contained in this Agreement.

ARTICLE 23 **HOLIDAYS**

SECTION 1. All employees covered by this Agreement shall receive a full day's 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 holiday 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 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 the absence is due to an 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. Employees working under the Utility and Residential provisions of this Agreement shall be eligible for Christmas holiday pay only if they are on the payroll five (5) working days before Christmas.

SECTION 3(c) In no event shall any employee be entitled to receive pay for the same holiday from more than one Employer.

SECTION 4. If an employee is ordered out and reports for 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 AND WORKING CONDITIONS

SECTION 1(a) It is mutually understood and agreed upon that for all employees 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. 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 working days at the straight time rate of pay, a sixth consecutive working day at time and one-half rate of pay as the sole premium and a seventh 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 half hour's pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

When the regular first day starts after 6 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 ten (10) hours work in a day, the employee shall receive the time and a half rate for hours worked.

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 1(f) Employees whose shift falls predominately within the period from 6:00 p.m. to 6:00 a.m. shall receive ½ hour of pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

SECTION 2(a) In the period between May 1st and November 30th employees who are working on Heavy and Highway construction work shall be guaranteed pay on a weekly basis of forty (40) hours for the regular work week, 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 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 rate. 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 40-hour guarantee shall not apply on the Monday immediately proceeding a Tuesday holiday and on a 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 for 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 of the same work week in which there is a holiday falling during the regular work week, 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, the employee shall work on Saturday at straight time rates.

SECTION 2(c) During the period May 1st to November 30th in any year, an employee shall go to work inside a garage of the Employer when so directed, and shall receive the employee's regular rate of pay for the work involved.

SECTION 2(d) In the event that the job or project is completed or finished prior to the expiration of any guaranteed forty (40) hour week, the employee 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(e) Overtime hours shall not be used to accumulate as credit toward the guaranteed forty (40) hour work week. Where employees work any part of any hour on overtime, they shall be paid to the next half hour.

SECTION 2(f) 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 as otherwise provided under this Agreement such as under the government and owner restriction, the four 10 hours shift, the market recovery provisions of this Agreement and when an employee fails to report as provided in Section 2(a). Sundays and Holidays shall be paid in accordance with other provisions of this Article.

SECTION 2(g) Notwithstanding any other provision of this Agreement, the Employer may schedule four (4) ten hour work days 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 day, except as otherwise provided in Section 2(f) hereinabove. During this period, Saturday work will 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 work week.

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(a) All work done after eight (8) hours in any one day shall be paid for at the rate of time and one-half, except as provided for in Section 2(f) hereinabove. 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 report for work on Saturday or Sunday shall receive a minimum of eight (8) hours reporting time at straight time rates, and if he or she works, will receive eight (8) hours pay at the applicable rate throughout the year.

SECTION 4(b) 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, the employee shall be paid for that day at the applicable rates of pay for eight (8) hours, provided the employee, prior to leaving his or her home, has telephoned the Employer's office to verify the 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.

SECTION 5(a) The repair work during the working shift may be done by the crew on their own machines, provided they are qualified to do the repair work.

SECTION 5(b) If repair work extends beyond the end of the regular shift, there shall be no substitution of employees.

SECTION 6(a) Mechanics shall be employed to do all pipe fittings in connection with hoisting and portable equipment. Mechanics shall also be employed to do all burning and welding, preparing and maintaining of all equipment, including operation of grease rigs, maintain tampers and vibrators, cover continuous pump operations on pumps four inches (4") and under (up to five (5) pumps), including electric and/or submersible pumps; and intermittent use of compressors of 200 c.f. and less, and all such other work as by custom has been performed by Maintenance Engineers under prior agreements.

SECTION 6(b) Anything to the contrary notwithstanding, when a Master Mechanic and a Mechanic are employed on a job or project, the Employer may require the Mechanic(s) to report to work up to one (1) hour prior to the regular starting time and the Employer shall not be required to work or pay the Mechanics until the end of the regular shift.

SECTION 6(c) The duties of the Mechanic shall also include intermittent use of compressors of six hundred (600) c.f. and less when not used for drilling rock with an air track or wagon drill.

SECTION 7. Overtime work on a machine shall be assigned to the employee or employees working the regular shift on such machine. In the event the operator and/or maintenance engineer is not assigned to work on Saturday, Sunday or any holiday or day celebrated as such and the machine is operated by any person (other than a mechanic performing repairs on such machine), each of them, as well as the persons engaged in operating the machines, shall be paid for all time worked, at the applicable overtime rates, except in cases of emergency.

SECTION 8(a) A maintenance engineer may be employed on gasoline, diesel, electric, hydraulic, oil and air operated shovels, draglines, backhoes, keystones, truck cranes, crawler cranes, derricks, gradalls, concrete pavers (excluding single drum stationary machines.) His or her duties may also include assisting in the oiling, greasing, and repairing of all machinery, giving signals whenever necessary; hooking or chaining buckets, scale boxes and pipe; driving truck cranes and gradalls; operating four inch (4") and under pumps other than on continuous pumping jobs. If and when the Employer desires to use two (2) employees on a grease rig, the second employee may be a maintenance engineer. The maintenance engineer's duties may also include assisting any mechanic/grease truck operator on the project. The failure of a maintenance engineer to report to work, when a maintenance engineer is required on the work, shall not prevent the machine from operating, provided the Employer notifies the Union of the opportunity for employment of a temporary replacement. Such replacement shall not be entitled to the guarantees contained in Section 2 hereof. Maintenance engineers shall be required (1) for the construction, installation and associated work of cross-country mainline transmission pipelines, (2) cranes that are rented, (3) cranes two hundred (200) tons or over and/or with two hundred (200) foot boom including jib, (4) powerhouses and tunnel projects over \$50 million (5) construction of water or oil tanks and (6) site preparation projects over \$20 million. Nothing in this section shall be deemed to reduce or change the jurisdiction of Operating Engineers under the terms of this Agreement. The duties of a maintenance engineer shall also include assisting the survey crew as a rodman or chainman when requested by the Employer.

SECTION 8(b) Anything to the contrary notwithstanding, if the Employer requires Maintenance Engineers to report to work up to one-half (1/2) hour prior to the regular starting time, the Employer shall not be required to work or pay the maintenance engineer until the end of the regular shift.

SECTION 8(c) Pettibones, Austin Westerns, and Groves shall be manned solely by an operator (who is to receive the rate for "Power Shovel and Crane") and shall not require the employment of a maintenance engineer. Operators of Hydraulic Pettibones, Austin Westerns, and Groves, only when no maintenance engineer is employed, will be granted one (1) hour per day to perform the greasing and/or maintenance of the machine. The conditions contained in this Section 8(c) do not apply to cranes with two (2) cabs such as a truck crane. It is also agreed that the Koehring Loader (Skooper) and other manufacturers' machines of the same type with hydraulically powered front ends shall be manned solely by an operator.

SECTION 9. Pumping operations, other than intermittent pumping, shall be performed under the following conditions:

(a) On the first shift continuous pumping with pumps four inches (4") or under shall be performed by a mechanic working on the job site, and one mechanic may cover five (5) or less four inch (4") or under pumps. If there is no mechanic on the project, then any other employee covered by this Agreement shall cover pumps up to a total of four inches (4") in diameter, but if the total diameter of such pumps for the project exceeds four

inches (4") in diameter, a pump operator shall cover all such pumps as provided in (b) and below. Notwithstanding the above, when there is no mechanic on the project, the maintenance engineer on the crane may cover continuous pumping of five (5) or less four inch (4") or under pumps on the first shift at the bridge structure or box culvert to which the piece of equipment is assigned when the pumps are being used to pump water in connection with the construction of that structure.

(b) Continuous pumping with pumps over four inches (4") in diameter shall be performed by a pump operator, and each pump operator may cover up to a maximum combined diameter of twelve inches (12") within a radius of two hundred and fifty feet (250').) If the diameter of the pumps within a two hundred and fifty foot (250') radius exceeds twelve inches (12"), then an additional pump operator shall be employed.

(c) On the second and third shifts continuous pumping shall be covered by a pump operator, if no mechanic is employed on such shifts. If a mechanic is employed on such shifts, he or she shall cover the pumping operations specified in Section 6 hereof. Where electric pumps with a diameter of four inches (4") or under are operated continuously on a second or third shift, or on Saturdays, Sundays or holidays, and no employees of the Employer represented by any other labor organization (excluding watchmen or guards) are employed on the project, there shall be no employees covered by this agreement required to cover such pumps.

(d) One (1) pump operator shall be employed at each sheet pile cofferdam in water.

(e) On all continuous pumping and/or well point operations falling within the terms of this Agreement operated on a seven (7) day per week, twenty-four (24) hour per day basis, there shall be employed the number of employees provided in this section for continuous pumping operations, and each employee shall work six (6) hours per day on each day of the week. They shall receive overtime in excess of forty (40) hours per week, in addition to any holiday pay due hereunder irrespective of any other provisions of this Agreement.

(f) Intermittent pumping operations shall be performed by any employee covered by this Agreement. Where a mechanic is not on the job, any Operating Engineer may cover five (5) pumps of four inches (4") or less diameter running continuously on any one job.

Continuous pumping with pumps over four inches (4") in diameter shall be manned as follows:

(a) One (1) pump operator shall be employed for pumps with a combined pumping capacity that does not exceed that of a twelve inch (12") diameter pump.

(b) One (1) pump operator may cover all reasonable pumping operations within a radius of one hundred and twenty five (125) feet. The subject of "reasonable" will be discussed and agreed to at the pre-job conference.

SECTION 10. Well point systems shall be fitted, installed, and dismantled, loaded and unloaded at the mechanic's rate by employees covered by this Agreement, and shall be manned at all times in the same manner as continuous pumping operations provided herein.

SECTION 11. All snowplowing operations shall be governed by the terms, conditions, and wage scale of the Plant Agreement, except that the guarantee provision thereof shall not apply.

SECTION 12. Continuous compressor operations shall be performed under the following conditions:

- (a) On continuous operations of one (1) or two (2) compressors, a compressor operator shall be employed;
- (b) On no less than three (3) and no more than five (5) compressors in a battery located within a reasonable distance from the first to the last compressor, not to exceed four hundred (400) feet, a compressor battery operator shall be employed. One (1) of the compressors from the battery may be located a distance greater than four hundred (400) feet from the first compressor on a temporary basis, not to exceed two (2) work days in any one (1) week, and shall be operated by the same compressor battery operator;
- (c) When the battery consists of a minimum of six (6) and a maximum of twelve (12) compressors, they shall be located within a reasonable distance from the first to the last compressor, not to exceed 600 feet, a compressor battery operator shall be employed in addition to one (1) maintenance employee mechanic/grease truck operator to maintain the equipment, including but not limited to compressors, drills, etc. One (1) of the compressors from the battery may be located a distance greater than six hundred (600) feet from the first compressor on a temporary basis not to exceed two (2) work days in any one (1) week and shall be operated by the same compressor battery operator;
- (d) a compressor/vibratory hammer operator shall operate the compressor and valve. In the event of unusual or difficult job conditions the contractor may be relieved of this requirement with mutual agreement of the Union and such request shall not be unreasonably denied. In this event, the operator of the crane shall continue to be paid the pile driver premium as provided for in Attachment A.
- (e) On all continuous compressor operations falling within the terms of this Agreement operated on a seven (7) day per week, twenty-four (24) hour per day basis there shall be employed the number of employees provided in this Section for such operations, and each employee shall work six (6) hours per day on each day of the week. They shall receive overtime in excess of forty (40) hours per week, in addition to any holiday pay due hereunder irrespective of any other provisions of this Agreement.
- (f) Any Operating Engineer may cover a compressor or combination of compressors that run continuously and total 1200 cfm per project.

SECTION 13. SEWER AND UTILITY WORK - On the following work described in this Section 13, the provisions of Section 14 of this Article 24 shall apply:

- (a) Sewer and Utility work that is let directly from a public utility or governmental body or agency and is let as an "independent contract";
- (b) Sewer and Utility work on a building or heavy and highway job that is let as a subcontract from a non-Union general contractor;
- (c) "Sewer and Utility work" as stated in (a) and (b) hereinabove is defined as including the construction, erection, demolition, repair, installation, and/or alteration of underground electrical cables and conduits, telephone cables, cable TV, sewers (storm, sanitary, process water-steam, chilled or derivatives thereof), septic tanks, water lines, the digging of foundations for overhead electrical transmission lines, and lateral lines emanating from a main line gas transmissions system and all work incidental thereto. Main line gas transmission systems which are part of a national gas pipe line are excluded from the definition of Sewer and Utility and are excluded from the coverage of this Agreement. The installation or alteration of main line

electrical transmission systems of one (1) continuous mile or more is excluded from the definition of Sewer and Utility Work under the provisions of this Article 24, Section 13 and therefore the provisions of Article 24, Section 14 do not apply to such work;

(d) All Sewer and Utility work and all work incidental thereto on Building or Heavy and Highway jobs let as an independent contact by either water, telephone, gas, or electric companies is covered by the terms and conditions of Section 14:

(e) "All the work incidental thereto" as stated in (c) and (d) hereinabove includes, but is not limited to, grading, paving, landscaping, pumping stations, etc., that are a part of or necessary to the completion of the contract.

SECTION 14. On all work described in Section 13 above, the following conditions shall apply:

(a) Where pumps and/or compressors are used or not used, the Employer may comply with the following provisions or with other provisions of this Agreement:

(1) Shovels, cranes, and backhoes/excavators on tracks shall be manned as follows: (a) one (1) machine - no maintenance engineer; (b) two (2) or three (3) machines – one (1) maintenance engineer; (c) four (4), five (5), six (6) machines – two (2) maintenance engineers; and (d) an additional maintenance engineer per each increment of three machines thereafter. It is understood that the first maintenance engineer will be employed on the second machine and the second maintenance engineer will be employed on the fourth machine, and so on.

(2) In all cases above, the operator and/or maintenance engineer shall perform and/or cover any other duties normally covered under this Agreement by them, including covering pumps and/or compressors.

(3) If only one (1) Operating Engineer employee is on the job and is the operator of a backhoe, crane, or shovel on tracks and there are pumps with a combined diameter of four inches (4") or less operated for four (4) hours or less on any work day, or if there is a three hundred and fifteen (315) cfm. compressor operating for four (4) hours or less on any work day, then the operator may cover the pump or compressor as part of the operator's regular duties. If the above-named pump operates in excess of four (4) hours, or the pump is in excess of four inches (4") in diameter, or where the compressor exceeds three hundred and fifteen 315 cfm., the maintenance engineer shall be employed on the first machine (in lieu of the second machine) and cover the pump or compressor, and may also cover up to three (3) machines.

(b) On any new jobs bid after the effective date of this Agreement, the minimum hourly rates in effect on the date the bids are due on a specific job shall remain in effect until the completion of that job except that any increase in fringe benefit fund contributions negotiated in this Agreement shall be payable on the effective date of said increase. On public work, the rates in the prevailing wage determination shall be used for the carryover.

(c) The Employer has the option of having the employees work four (4), ten (10) hour days in a holiday week and paying the employees at straight time rates for the four (4), ten (10) hour days, and it is understood that overtime rates will be paid after the tenth hour of work in any one (1) day and after the fortieth hour of work in one (1) week.

SECTION 15. SHIFTS

(a) In the event that the Employer has a three-shift operation, employees shall receive payment therefore in accordance with the following schedule:

- 1st shift - 8 hours regular rate pay for 8 hours work.
- 2nd shift - 8 hours regular rate pay for 7 1/2 hours work.
- 3rd shift - 8 hours regular rate pay for 7 hours work.

(b) In the event the Employer has a two-shift operation working less than ten (10) hours each, employees shall receive payment therefore in accordance with the following schedule:

- 1st shift - 8 hours regular rate pay for 8 hours work. Overtime at time and one-half thereafter.

- 2nd shift - 8 hours regular rate pay for 7 1/2 hours work. Overtime at time and one-half thereafter.

(c) In the event the Employer has a two-shift operation with each shift working ten (10) or more hours, employees shall receive payment therefore in accordance with the following schedule:

- 1st shift - 8 hours regular rate pay for 8 hours work. Overtime at time and a half for all work after 8 hours

- 2nd shift - 7 1/2 hours regular rate pay for 7 1/2 hours work. Overtime at time and a half for all work after 7/12 hours

(a) Night Work- Employees whose shift falls predominately within the period from 6 p.m. to 6 a.m. shall receive a half hour of pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

SECTION 16. During the period of the guaranteed forty (40) hour work week, if an operator who is operating equipment, is laid off during the work week and in that same work week, the Employer desires to use the same piece of equipment, on the same job or project, then in that event the operator who was laid off, if available for work, shall be recalled to work and paid for work opportunity lost, if any time during the week per Section 2, or in the event the person is available for work and is not recalled to work, he or she shall be made whole for the work opportunity lost, if any, during the week. In no event shall an operator be paid more than once from any source for work and/or opportunity lost.

SECTION 17. 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 18. No employee covered by this Agreement shall be discharged or disciplined by the Employer unless there is just cause for said action.

SECTION 19. Vacuum trucks, Sweepers (mechanically powered and driven) and Zim Mixers may be operated and driven by employees who are subject to the terms of this Agreement or to the terms of the agreement between CCIA and the Teamsters. If the employees are subject to the terms of this Agreement, these

employees shall receive the same rate as the Batch Plant operator when they drive and operate Vacuum trucks, Sweepers (mechanically powered and driven), and Zim Mixers.

SECTION 20. If a second employee is assigned by the Employer to an auger or a pounder truck, the rate of pay of the second employee shall be equal to that of the Plant Operator.

SECTION 21. Power Safety Boat If the job specifications require the use of two (2) employees to man a power safety boat, the operator of the boat shall be a qualified operating engineer. When there are no such job specification requirements, coverage of the power safety boat shall be governed by past practice

SECTION 22. The Laser Beam shall be set up and adjusted by foremen, supervisors and/or administrators who are not covered by a collective bargaining agreement with another trade. If the Laser Beam is not set up and adjusted by foremen, supervisors and/or administrators who are not covered by a collective bargaining agreement with another trade, it shall be set up and adjusted by employees covered by either this Agreement or the Surveyors Agreement between the Association and the Union.

SECTION 23. UTILITY AND RESIDENTIAL WORK PROVISIONS Notwithstanding any other provision of the 4/1/14-3/31/18 Agreement, it is agreed to by the parties that for the following work described in Section a herein below, solely the provisions of Section b herein below shall apply:

(a) Utility work is work let directly from a public utility as an independent contract and utility work on a building or heavy and highway job that is let as a subcontract from a non-Union general contractor and is defined as including the construction, erection, demolition, repair, installation, and/or alterations performed for public utility companies (such as: gas companies, electric companies, telephone companies, and water companies.) Main line gas transmission systems, which are part of a national pipe line, are excluded from the definition of Utility Work and are excluded from the coverage of this Agreement. Residential work includes all residential construction work and residential site construction on jobs that include garden apartments and other residential construction of four (4) or less stories. The installation or alteration of main line electrical transmission systems of one (1) continuous mile or more is excluded from the definition of Utility Work under the provisions of this Article 24, Section 22 and therefore the provisions of Article 24, Section 22 do not apply to such work.

(b) The wages, fringe contributions, and other terms and conditions of the Heavy and Highway Agreement shall apply on all work described in Section 1 above, except that the following terms and conditions of said Heavy and Highway Agreement shall specifically not apply: Article 17, Article 21, Sections 5 and 7; and Article 23 in its entirety.

On all work described in Section 1 above, the Employer may use its sole discretion with respect to the hours and working conditions, and on any new jobs bid after the effective date of this Agreement, 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 completion of that job except that any increase in fringe benefit fund contributions negotiated in this Agreement shall be payable on the effective date of said increase. On public work, the rates in the prevailing wage determination shall be used for the carryover.

(c) One (1) year after the execution of this Agreement the parties to this Agreement may review the conditions of the construction industry and the effectiveness of these Utility and Residential Work Provisions and may agree to continue these Provisions or take further action and expand these Provisions for their mutual benefit.

If, after one year, these Provisions are not functioning by putting people to work, the Union, at its discretion, may terminate these Provisions. If the Union terminates these Provisions as provided above, the termination shall affect only those jobs bid subsequent to the termination, and those jobs bid prior to the termination shall continue to be covered by the conditions enumerated in Section 2 until the job is completed.

ARTICLE 25 **APPRENTICES**

SECTION 1. Apprentices registered in the current or future Local 478, IUOE, apprenticeship program (hereinafter called the "program") which program has been approved by the Connecticut Apprenticeship Training Division and/or the United States Bureau of Apprenticeship Training, may be used to fulfill, and comply with, the Trainee Requirements of the Training Special Provisions of the FHWA and made a part of CONNDOT Contracts, or for any other purpose for other Federally-aided projects requiring training. It is agreed that the apprenticeship program will be operated and maintained in a non-discriminatory manner and will seek out and enroll applicants from sources anticipated to provide minorities and females for training, as well as other sources. The parties agree that the "Joint Apprentice Training Committee" shall meet to establish the appropriate guidelines for the utilization and placement of Operating Engineer apprentices in the construction industry. All signatory contractors shall be obligated to comply with the guidelines that have been promulgated by April 1, 2003.

SECTION 2. Apprentices may be referred from the Program to Employers requesting apprentices. With each group of three (3) journeymen there may be one (1) apprentice hired. However, the first apprentice shall be hired after the third journeyman, and subsequent apprentices may be the 4th, 8th, 12th person and so on.

SECTION 3. When a reduction of work force occurs, apprentices will be laid off on a 1:3 basis but need not be the first employee laid off. However, if the equipment is shut down, the apprentice shall not replace a journeyman (e.g. apprentice is a maintenance engineer on a crane and the crane goes off the job, the apprentice will not replace a journeyman roller operator even if the apprentice has not completed his or her hours for the unit of training.)

SECTION 4. METHOD OF PAYMENT

- A. For the first 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 60% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum "operator apprentice completion rate."
- B. For the second 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 70% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum "operator apprentice completion rate."
- C. For the third 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 80% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum "operator apprentice completion rate."
- D. For the fourth 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 90% of

the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum “operator apprentice completion rate.”

Apprentice Year	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Apprentice First Year	\$21.72	\$22.40	\$23.23	\$24.02
Apprentice Second Year	\$25.30	\$26.14	\$27.10	\$28.03
Apprentice Third Year	\$28.87	\$29.87	\$30.97	\$32.03
Apprentice Fourth Year	\$32.45	\$33.61	\$34.84	\$36.04

SECTION 5. All apprenticeship training shall be in accordance with the Apprenticeship Program, with particular reference to classroom requirements and instruction.

SECTION 6. The apprenticeship coordinator shall certify the status of the apprentices as either an A, B, C, or D apprentice. The Employer will pay the apprentice in accordance with the appropriate rate for that certified status.

SECTION 7. The parties agree that the “Joint Apprentice 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.

SECTION 8. The Joint Apprentice Training Committee shall resolve disputes of any type which may arise under the Apprenticeship Program.

ARTICLE 26 **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 27
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 (\$0.10) 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 on or before the 10th 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 27, 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 27, it is understood and agreed that the provisions known as Article 26, 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 27, it is understood and agreed that the provisions known as Article 26, 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 27 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 an Employer elects to contribute to the IAP but fails to make such contributions, such contributions shall be deemed to be due and owing to the ATF. In the event the Employer fails or refuses to make the contributions to the ATF described above within 30 days after the due date, the provisions of Articles 12 and 13 of the Agreement shall apply to such contributions. Should no election be made (or can be determined to have been made), any such contributions received timely shall be presumed to be to the IAP. An Employer may change its election of payment to or from the IAP or the ATF upon sufficient notification. Neither the Union nor its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this agreement to the IAP or (2) make such contributions to the ATF rather than to the IAP.

SECTION 8. The provisions of this Article 27 shall be solely and exclusively enforced by the Association.

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 28
MARKET RECOVERY PROGRAM

Notwithstanding any other provisions of the April 1, 2019 - March 31, 2022, Agreement, the following shall apply:

SECTION 1. For work bid prior to April 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 the Heavy and Highway Agreement shall apply, except as provided hereunder:

For all jobs of \$10 million or less, the following shall specifically not apply: Article 21; Sections 5 and 7; and Article 24 ~~in its entirety~~ with the exception of Section 1(F). This article shall not apply when the project is covered by a project labor agreement. 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.

SECTION 2. On all work 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, on any such jobs, the minimum hourly wage rates 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 Sections 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, (or the effective date of increased rates implemented by the governing agency) 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.
- (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. benefits other than annuity at 2013 contribution rates on projects not to exceed the term of the contract.
- (3) Overtime shall be paid after 10 hours in a day, 40 hours in a week.

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

SECTION 5. For powerhouse projects where contracts for the work are separately awarded, they will be covered by Market Recovery where applicable. However, there will only be a one year carryover and overtime after ten (10) hours per day or forty (40) hours per week will apply.

ARTICLE 29

MINIMUM WAGE RATES AND CLASSIFICATIONS

SECTION 1. 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. Should increased rates be implemented by the governing authority, those rates shall apply. 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 2. With respect to jobs bid prior to 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 March 31, 2019, rate until March 31, 2020 or when the job ends, whichever is sooner. Should increased rates be implemented by the governing authority, those rates shall apply

SECTION 3. If the Davis-Bacon Act is repealed, the parties may agree to re-open the Agreement and negotiate its terms and conditions.

SECTION 4. When employees are operating multiple pieces of equipment, they shall be paid the highest rate for the day applicable for the equipment used in productive work.

SECTION 5. The following, which is entitled "Attachment A- Minimum Wage Rates and Classifications - Heavy and Highway" are the regular minimum straight time hourly rates of pay and classifications for employees covered by this Agreement.

WHEN A CRANE OPERATOR IS OPERATING EQUIPMENT THAT REQUIRES A FULLY LICENSED CRANE OPERATOR TO OPERATE, THAT OPERATOR SHALL RECEIVE AN EXTRA PREMIUM EACH YEAR AS REFLECTED IN THE FOLLOWING ATTACHMENT A

Classifications	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)	\$43.55	\$44.97	\$46.45	\$47.88
Cranes (100 ton rated capacity and over) Bauer Drill/ Caisson	\$43.23	\$44.64	\$46.11	\$47.53
Cranes (under 100 ton rated capacity)	\$42.49	\$43.88	\$45.32	\$46.72
Front end loader (7 cubic yards or over), Work boat 26 ft. and over	\$39.55	\$40.97	\$42.45	\$43.88
Excavator over 2 cubic yards. Pile driver (\$3.00 premium when operator controls hammer)	\$39.23	\$40.64	\$42.11	\$43.53
Excavator, Gradall, Master Mechanic, Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive, power, or operation), Rubber tire Excavator, (Drott 1085 or similar) Grader Operator, Bulldozer Finegrade (slops, shaping, laser, or GPS etc.)	\$38.49	\$39.88	\$41.32	\$42.72
Lighter Derrick (10,000 pounds and over requiring license)	\$42.10	\$43.48	\$44.91	\$46.30
Trenching machines, lighter derrick (under 10,000 pounds until 2017 law change), CMI machine or similar, Koehring loader (skoooper)	\$38.10	\$39.48	\$40.91	\$42.30
Specialty Railroad Equipment, Asphalt Spreader, Asphalt Reclaiming Machine, Line Grinder, Concrete Pump, Drills with self-contained power units, Boring Machine, Post Hole Digger, Auger, Pounder, Well Digger, Milling Machine (over 24 mandrel), Side Boom, Combination hoe and loader, Directional Driller	\$37.51	\$38.87	\$40.28	\$41.65
Front end loader (3 up to 7 cubic yards), Bulldozer (Rough grade dozer)	\$37.20	\$38.55	\$39.95	\$41.31
Asphalt roller, concrete saws and cutters (ride on type), Venneer concrete cutter, Stump Grinder, Scraper, Snooper, Skidder, Milling Machine (24 and under mandrel)	\$36.86	\$38.20	\$39.59	\$40.94

Mechanic, grease truck operator, hydroblaster, barrier mover, power stone spreader, Welder, Work boat under 26 ft., Transfer Machine	\$36.46	\$37.79	\$39.17	\$40.51
Front end loader (under 3 cubic yards), skid steerloader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder)	\$36.03	\$37.34	\$38.71	\$40.04
Portable asphalt plant operator, Portable concrete plant operator, Portable crusher plant operator	\$35.46	\$36.76	\$38.11	\$39.42
Wellpoint operator	\$33.93	\$35.18	\$36.48	\$37.74
Conveyer, Earth roller, power pavement breaker (whiphammer), robot demolition equipment	\$33.99	\$35.24	\$36.54	\$37.81
Vibratory hammer, Ice Machine, Diesel & Air, hammers etc.	\$33.99	\$35.24	\$36.54	\$37.81
Compressor battery operator	\$33.35	\$34.58	\$35.86	\$37.11
Power Safety Boat, Vacuum truck, Zim mixer, Sweeper (Minimum for any job requiring a CDL license)	\$33.04	\$34.26	\$35.53	\$36.77
Elevator Operator, Tow Motor Operator (Solid tire no rough terrain)	\$32.21	\$33.41	\$34.66	\$35.87
Generator operator, compressor operator, pump operator, welding machine operator	\$31.80	\$32.99	\$34.23	\$35.43

Maintenance Engineer	\$31.15	\$32.32	\$33.54	\$34.72
----------------------	---------	---------	---------	---------

Railroad mounted equipment at applicable equipment rate.

Crane with 150' boom up to 199 (including jib) -- \$ 1.50 extra

Crane with 200' boom up to 249 (including jib) -- \$ 2.50 extra

Crane with 250' boom up to 299 (including jib) -- \$ 5.00 extra

Crane with 300' boom up to 399 (including jib) -- \$ 7.00 extra

Crane with 400' boom up to 499 (including jib) -- \$10.00 extra

Calculation of “boom” and “jib” pay for crane operators: The boom and jib pay shall be calculated by calculating the distance of “up and out” which is the distance from the ground to the “boom” or “jib” for “up” and the length of the working “boom” or “jib” for “out.”

When crane operators operating Liebherr and Potain climbing tower cranes and Hammerhead, Luffer or similar articulating and self-erecting cranes regardless of power source, such operators shall receive climbing time of one (1) hour of pay (including the boom and jib pay as provided above) at the regular straight time hourly rate of pay for each day or partial day of work which pay shall be included in the calculation of daily and weekly overtime. Should the crane operator work through lunch, an additional one half hour of pay shall be paid.

The crane operator shall be a part of the crew during the time the crane is erected and dismantled.

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 operator is engaged in 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 perhour.

If during the term of this Agreement, equipment is operated which was specifically referred to in a job classification in the 2018-2019 agreement between the parties and which has been deleted from this Agreement, the rate for operating and maintaining that equipment shall be determined by referring to the job classification in the 2019-2022 agreement.

FRINGE BENEFIT FUND RATES:

Funds	4/1/18	4/7/19	4/5/20	4/4/21
Health Benefits and Insurance	\$12.50	\$12.75	\$13.00	\$13.15
Pension	\$6.70	\$7.15	\$7.40	\$7.50
Annuity	\$2.65	\$2.65	\$2.65	\$2.90
Apprenticeship Training	\$1.10	\$1.10	\$1.10	\$1.10
Industry Advancement Program	\$0.10	\$0.10	\$0.10	\$0.10
National Training Fund	\$0.05	\$0.05	\$0.05	\$0.05
Supplemental Unemployment	\$1.10	\$1.10	\$1.10	\$1.10

ARTICLE 30
TUNNEL CONSTRUCTION GENERAL CONDITIONS

The hours of work and working conditions for Heavy and Highway work shall apply to Tunnel Construction except as modified in this Article.

1. There shall be a yearly guarantee of forty (40) hours per week, work or pay.
2. Overtime will be paid for Saturday, Sunday and holidays. Employees will relieve one another at the conclusion of each shift.
3. In tunnel construction when both headings from a single shaft are being operated and tunnel mucking machine is used in each of the two (2) headings in a single shift, then only one (1) Engineer and only one (1) Mechanic shall be employed to man the two (2) Tunnel Mucking Machines. It being understood that said Employees shall oil, grease, and shall be responsible for the machines during the time said machines are not operated.

In tunnel construction, Conway and similar type Mucking Machines, Loaders Including Eimco and similar type Loaders are the jurisdiction of Local 478. A Mine Hoist and Maintenance Crew shall consist of an Engineer, Mechanic and welder. The Mechanic and welder shall perform all maintenance and repair duties relative to the Mine Hoist and in addition thereto grease and oil all muck cars at the shaft bottom, where practical and feasible.

4. Employees covered by this Agreement when actually working in shafts and Tunnels performing their work duties at the Employer's option in accordance with the following procedures:
 - (a) Coordination of Working Cycle. On subway tunnel work, only when required for coordination of the shooting cycle with the operations of trains in existing structures,

the lunch period shall commence within fifteen (15) minutes after the end of the fourth hour of each shift.

- (b) **Swinging Lunch period.** At the Employer's option and designation, the lunch period can be varied to commence not more than thirty (30) minutes before or thirty (30) minutes after the fourth (4th) hour of work. It is the explicit intent of this paragraph to enable the Employer to vary the lunch period for any employees to accommodate the work cycle and progress the work during the lunch period. When exercising this option, the Employer shall designate which if any shaft and/or tunnel section on any shift subject to this option and such designation shall not be construed to require that this option be applicable to any other shaft and/or tunnel section, or other shifts. If the above mentioned swinging lunch period is exercised by the Employer, six dollars (\$6.00) per day shall be paid to each Employee in the designated shaft including the Mine Hoist Operator and Mechanic on said hoist and/or tunnel section on the designated shift. No other Employee except as set forth above shall be paid for the swinging lunch period.

Tunnel Construction shall include any and all work operations from the collar of a designated shaft forward in any single direction to and including the furthest point of progress.

The Employer at any time shall have the right to terminate the option one (1) week after it mails notice of said termination by regular mail to the Union, and the payment of six dollars (\$6.00) shall cease one (1) week after the above notice has been mailed. The Employer shall at all times have the right to renew said option at its' sole discretion without the rendering of any notice. When not exercising this option, the Employer may proceed under all other provisions of the Agreement.

- (c) **Lunch Period in the Tunnel.** At the option of the Employer, in free air tunnels having a heading and/or any work point in the tunnel one thousand two hundred (1200) feet or more from the shaft where the change house is located, the lunch period shall be taken in the tunnel and each Employee who is required to have his lunch period in the tunnel will receive thirteen (\$13.00) dollars per day. The Employer shall exercise and /or cease exercising this option at its sole discretion. When this option is exercised, a suitable eating site with benches shall be provided in the tunnel. Hot coffee, milk and sugar shall be furnished.
- (d) **Relieving in the Tunnel.** Employees shall relieve at the heading or working points designed by the Employer. Employees shall be paid for all traveling time in tunnel excess of regular shift at the rate of time and one-half (1 and ½)
- (e) **Liner Plate Premiums,** Premium pay of four dollars and fourteen (\$4.14) cents per day is to be paid to those employees working in Liner Plate Tunnels only during the excavation phase.

- 6. Overtime payments for Employees working through the lunch period shall be paid at the rate

of time and one-half (1 and ½)

7. Only if unreasonable delays are caused by the Employer's handling of the additional materials or spoilage with the shaft hoisting equipment, the delayed Employees remaining at the bottom of the shaft beyond the normal termination hour of their shift work period shall be paid for said time at the determined overtime rate.
8. It is understood and agreed that all the employees covered hereunder shall assist with all temporary piping in tunnel construction

Tunneling Equipment Rates

Classifications	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Tunnel Boring Machines*	\$39.55	\$40.97	\$42.45	\$43.88
Mine Hoist and Crane (used as mine hoist)	\$39.23	\$40.64	\$42.11	\$43.53
Tunnel Mucking Machine	\$39.23	\$40.64	\$42.11	\$43.53
Operating of Accumulator for Shield DrivenTunnels	\$39.23	\$40.64	\$42.11	\$43.53
Conveyors	\$39.23	\$40.64	\$42.11	\$43.53
Ride Upon Moles	\$39.23	\$40.64	\$42.11	\$43.53
Micro Tunnel Systems	\$37.51	\$38.87	\$40.28	\$41.65
Tunnel Maintenance Engineer	\$36.46	\$37.79	\$39.17	\$40.51

Note: * Tunnel Boring Machines- In accordance with the Memorandum of Agreement effective January 26, 2016, correction made to pay classification at highest rate

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 this 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.