

STANDARD AGREEMENT

of the

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

BUILDING

Effective April 1, 2019, through March 31, 2022

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BUILDING 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 a 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 and to protect the work jurisdiction of the Union.

SECTION 2. The conditions of this contract are separate and apart from any and all contracts, and the breach of this contract by the Employer will not be imputed to nor will it cause any other Employer or the Association to be responsible therefor. There shall be no stoppage of work, strike or picketing by the Union, nor any coercive method used, against any Employer unless an Employer becomes an ally of another Employer involved in a work stoppage with the Union because of a breach of this contract by such other Employer.

SECTION 3. When an employee normally covered by the terms of this Agreement works on work covered by provisions of the Heavy and Highway, Plant, Permanent Shops, Equipment Dealer or Independent Sewers and Utility Agreements as negotiated by and between the Union and the Connecticut Construction Industries Association, Inc. or the Employer, the employee shall be subject to the provisions contained in said Agreements concerning the wages, hours and working conditions applicable to such work. The provisions of this Agreement, other than wages, hours and working conditions shall continue to apply to such employees on such work.

SECTION 4. Equal Employment Opportunity. There shall be no discrimination in the referral, hiring, placement, classification, upgrading, lay-off, or termination of employment of any person by reason of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, disability, including learning disability, past or present history of a mental disorder, physical disability, genetic background, or prior conviction of a crime, unless the provisions of Section 46a-60(b), 46a-80(b), or 46a- 81(b), of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, reasonable accommodation to disabilities under the Americans with Disabilities Act, concerted activities, membership or non-membership in the Union and all other protected classes. The Union agrees to assist the Employer in the development of an Affirmative Action Program as required by law. The Employer may not commit the Union to any Affirmative Action Program affecting employees covered by this Agreement without prior agreement with the Union 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 Relations Act.

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

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

SECTION 3(a) The term “Employer” as used in this Agreement shall mean any independent Employer who has executed a copy of this Agreement and any 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 the terms of this Agreement, or
- (2) There is any use by the Employer of any material or product produced by such other operation performing work subject to and governed by this Agreement.

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

SECTION 3(c) In the event any party to this Agreement claims that any Employer bound hereby is circumventing, avoiding, or evading the provisions of this Agreement, such claim must be reduced to writing and processed in accordance with the Grievance and Arbitration Procedure set forth in Article 18 of this Agreement, except the time limits thereof shall not apply:

SECTION 3(d) If such claim involves an allegation that the Employer hereafter establishes a subsidiary, auxiliary or affiliated company engaged in the work referred to in Article 3 hereof, for the purpose of circumventing, avoiding or evading the provisions of this Agreement and said claim reaches either the Arbitrator, then the Arbitrator shall have the right and power to determine whether the alleged subsidiary, auxiliary or affiliated company is established by the Employer for the purpose of circumventing, avoiding or evading the provisions of this Agreement. The time limits of the grievance procedure shall not be applied to claims processed hereunder.

SECTION 3(e) The Permanent Arbitration Committee shall have the authority to grant such remedy as may be

deemed appropriate with respect to any grievance brought before it and may, in addition, pursuant to this Section, provide money damages and direct and order a party to perform or cease performing any act or conduct deemed contrary to the Agreement. Should the Employer or the Union violate any provision of this Agreement where it is difficult or impossible for the Permanent Arbitration Committee to ascertain the specific amount of damages suffered by the Employer, the employees or the Union, then the Employer or the Union shall be liable for liquidated damages. In fixing these damages, there shall be taken into account any advantage gained by the Employer through its violation, any deprivation of earning suffered by employees, including loss of contributions to the funds herein and overtime, loss of dues and initiation fees and other such factors as are fair under the circumstances. If the Union and the Employer are unable to agree upon the amount of liquidated damages, the matter shall be treated as a grievance under Article 14 this article. The proceeds of any such liquidated damages shall be paid to the Union or the Employer as the case may be.

SECTION 4. The Employer agrees not to enter into an 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 they will not sponsor or promote, financially or otherwise, directly or indirectly any group or labor organization, for the purpose of undermining the other parties, nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership or non-membership in the other, or in connection with any activities on behalf of the other.

ARTICLE 2 **SCOPE OF AGREEMENT**

SECTION 1. The provisions of this Agreement shall apply to building construction work which shall include the construction, erection, repair and alteration of all buildings, excluding, however, site preparation, site improvements and site utilities which shall be covered under the provisions of the Heavy and Highway Agreement, but including all work related to the construction of power plants, sewage disposal plants and the installation, operation and dismantling of well point systems of the building site.

SECTION 2. If an employee any time during the working day performs work within the scope of the Heavy and Highway, Plant, Permanent Shops, Equipment Dealer, or Independent Sewer and Utility Agreements between the Union and another Association, the employee shall be paid the higher rate for the entire day.

SECTION 3. 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 7, 2019, in the first pay check after ratification and the Employer shall pay any retroactive increases in benefit or other contributions back to April 7, 2019, within the time specified in Article 9, Section 1.

ARTICLE 3
TRADE JURISDICTION

SECTION 1. The Employer agrees that the Union shall be the exclusive representative of all employees performing work whether remote controlled or not, usually and customarily performed by employees represented by the Union:

The maintenance and/or operation of all engines, boilers, machinery and equipment, including: hydraulic, vibratory hammer, steam, gasoline, diesel, electric 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 otherwise powered), siphons, pulmotors, bulldozers, welding machines of all types (regardless of source of power), street rollers, power shovels, backhoes, gradalls, cable ways, orange peels, clam shell buckets, pile drivers, (regardless of source of power), overhead cranes and tower cranes, derricks of all types, including stiff leg, guy and A-frame trucks, mucking machines, dinky machines, pumpcrete machines (regardless of materials being pumped), power pavement breakers, payloaders, shovel loaders, soil compacting machine (whether self-propelled or towed), temporary heating units with circulating fans; air or steam valves when used inside or outside said job; elevators used for hoisting materials and/or workmen, whether inside or outside the building; the erection, assembly, loading or unloading of all equipment mentioned above and the dismantling and removal thereof, the operation of well points, soil solidification systems, tug hoists, cleaning vacuum, sheet piling and pile jetting, and all work usually and customarily performed by Hoisting and Portable Engineers Local 478, consistent with awards of record of the National Joint Board for the Settlement of Jurisdictional Disputes and to agreements between International Unions.

SECTION 2. The Employer agrees it will assign all such work only to employees covered by and working under this Agreement.

SECTION 3. The phrase “welding machines when not used as the tool of another trade” shall exclude single gas driven welding machines when used as the tool of the trade of members of the United Association and shall exclude a single gas driven welding machine when used by Iron Workers for four (4) hours or less on any work day.

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 he or she has had at least six (6) months residency at a permanent address in Connecticut. The Employer shall keep a record of addresses of all its employees and their citizenship status. Employees who falsely inform 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 shall be by telephone to the Union's office.

SECTION 3(d) It is mutually understood that an Employer may recall employees who have been on their payroll anytime during the past two (2) years, 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. 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(a) 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(b) 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 \$500,000, 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 provisions of this Agreement to the contrary notwithstanding, the Union, three (3) working days after written notice has been received by the Employer and the Association, 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 6.

SECTION 5. 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 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 membership or non-membership in the Union and all other protected classes, or membership or non-membership of the Union.

SECTION 6. 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, projects, plants or shops at all times. Such Business Agents shall have access to the Employer's jobs, projects, plants or shops 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 or plant superintendent.

SECTION 2. The Employer recognizes the right of the Union to appoint and remove stewards from among the Employer's employees on the job, project, plant or shop 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.

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 or assigned employees on the job, project, plant or shop before they start work, to determine if there has been compliance with the Union's right of equal opportunity and whether preference in employment has been given to resident citizens.

(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 project, plant or shop, 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. Except where there is a continuous seven (7) day, twenty-four (24) hour operation, where overtime is to be worked on a job or project employing five (5) or more employees covered by this Agreement, including a Master Mechanic, Mechanic/Grease Truck Operator Mechanic, working on overtime on equipment, a steward shall also be employed to assist such employees or to perform such other work as he or she is qualified to perform, if any.

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 payday. 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 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 Package 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 payday. If the payday falls on a holiday employees shall be paid on the last working day preceding the holiday.

SECTION 4. Where time checks or a checking system is used, it shall be done during working hours but security clearance need not be done during working hours.

SECTION 5. 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 rates of wages to be paid therefore shall not be considered willful non-payment and shall be subject to arbitration

ARTICLE 9
HEALTH BENEFITS FUND

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

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

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

However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve (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 (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) Feature as are authorized in writing by the employee and to remit such deductions at least monthly to the Fund. Such contributions shall be made from the employee's pretax earnings. The employer shall be held harmless and shall not be deemed fiduciaries under the Fund for such deductions that are remitted to the Fund.

ARTICLE 10
PENSION FUND

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

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 (cont.)

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 worked by 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 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.

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

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

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

IUOE National Training Fund:

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

ARTICLE 13 **REGULATION OF PAYMENT TO FUNDS**

SECTION 1. Contributions required under Articles 9, 10, 11, and 12 shall be made for each payroll hour worked in the jurisdiction of the Union, to the nearest half-hour. Contributions required under Article 9A shall be made for each payroll hour worked or paid 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 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 Board holding it delinquent, fails to make payment, shall be liable for all costs of collection including attorney's fees.

SECTION 5. Nothing in this Agreement, the Trust Agreements, the plans of benefit, 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, 9A, 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. 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.

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. 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.

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 Board, prior to the hearing, the Union may require the Arbitration Board 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 Board, 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 of disciplinary action in the event an employee refuses to go through any lawful primary picket line including a lawful primary picket line established by this Union, including lawful primary picket lines at the Employer's place of business, jobs, projects, plants, or operations.

SECTION 2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if any employee refuses to perform any 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 jobsite.

ARTICLE 16
SAFETY

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

SECTION 2. The Employer shall make reasonable provisions for the health and safety of its employees during their working hours' as required by applicable state laws and regulations.

SECTION 3. No employee shall be required to drive or operate any vehicle or piece of equipment, which is not equipped with all safety devices prescribed by law. The employee must report all defects in equipment in writing on forms supplied by the Employer as promptly as such is discovered so that the Employer may correct such defects as promptly as possible.

SECTION 4. No maintenance engineer shall be permitted or required to grease, clean or oil any equipment while it is in operation. The maintenance engineer assigned to that equipment shall remain in the sight of the operator of that equipment while the equipment is operating unless otherwise assigned by the Employer.

SECTION 5. The Employer shall at all times be responsible for obtaining all permits for overweight and oversized equipment, and if an employee is required to appear in court and/or to pay any fine because of the Employer's violation of this Section, the Employer shall be held responsible for such fine or damages and any work opportunity lost.

SECTION 6. The Employer shall, where necessary, install protection for a pan, scraper or bulldozer operator from the sun.

SECTION 7. 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 8. 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 9. When 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, attorney's fees and for meals and transportation costs because of such appearance or testimony.

SECTION 11. Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time.

SECTION 12. Employers who are subject to the Federal Drug Free Workplace Act and/or the Motor Carrier Safety Act or any state law adopting the provisions of any such statute may perform those tests which are required or authorized in accordance with a substance abuse plan agreed to by the Union and the Association. This plan will be in compliance with all applicable Federal and State laws and regulations.

SECTION 12. Employers may conduct drug and alcohol testing of applicants and employees in accordance with State and Federal laws.

SECTION 13. Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time.

SECTION 14. 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 and such conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere. 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 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 (10) working days after such meeting to the Steward with a copy by fax to the Union, which answer shall be final and binding on the employee, the Union and the Employer, unless it is timely appealed to Arbitration by the Union in accordance with the procedures set forth herein. In cases involving a discharge, a grievance may be filed directly to Step Two.

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

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

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

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

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

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

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

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

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

SECTION 13. During the time that any grievances exist, the parties agree that there will be no strike, work stoppage, slowdown, picketing, or lockout, or threats thereof, but said grievances or disputes will be submitted to arbitration in accordance with this Agreement. In the event that this Section shall conflict with Article 8, Section 5 4 concerning willful non-payment of wages, or Article 13, Section 4, regarding failure to contribute to Health Benefits Fund or Pension or Annuity or Supplemental Unemployment or Apprenticeship Training and Skill Improvement Funds, then in that event, the provisions of this Section shall not apply. This Section also shall not apply where there is a non-compliance with an award as provided by Section 6 hereof.

SECTION 14. The Union shall not be responsible for any strike, work stoppage, slowdown, or picketing unless the same shall be authorized or ratified by its Business Manager. No Business Agent shall call or authorize any work stoppage. It is further agreed that in all cases of an unauthorized strike, slowdown, 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.

SECTION 15. It is intended and agreed that the procedure herein established for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes whatsoever, including the arbitrability of any grievance or dispute or any claim based upon an alleged breach of the no-strike, no lockout pledges of this Agreement. Neither the Employer nor the Union shall institute any action or proceeding, in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify, or secure enforcement of any award

or decision of the Arbitration Board and/or Umpire. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party contrary to this Agreement.

ARTICLE 19

WORK STOPPAGES

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

- (a) Willful non-payment of wages as outlined in Article 8, Payment of Wages, Section 4.
- (b) Failure to comply with Article 18, Grievance and Arbitration 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 Building 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 party hereto shall withdraw from the Association, notice thereof shall be given by the Association to the Union as they withdraw.

ARTICLE 21

MISCELLANEOUS

SECTION 1. The Employer agrees to provide Workers' Compensation insurance and assume liability under the Connecticut State Unemployment Compensation act for all its employees.

SECTION 2. When an employee is injured on the job, the employee shall be paid eight (8) hours pay for the day of the injury. The Employer shall pay such employee injured on the job for work opportunities lost if such employee is required to visit a hospital, doctor's office or clinic for

treatment of such injury during the work day.

SECTION 3. 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. Employees should be encouraged by the steward to read all posted notices.

SECTION 4. In the event of war, declaration of a national emergency or imposition of economic controls upon wages by any federal authority during the life of this Agreement, the parties may mutually agree to reopen this Agreement for renegotiation of matters dealing with wages, hours or other conditions of employment.

SECTION 5. 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, by another Association or an independent agreement with the Union and is working under the terms and conditions of such agreement.

SECTION 6. Master Mechanic - Where six (6) or more shovels, cranes, dozers, loaders or similar production equipment are being operated by the Employer on any one job or project, there shall be a Master Mechanic; said Master Mechanic may be selected by the Employer. The Master Mechanic may repair and maintain equipment. The only restriction on a Master Mechanic's duties is that he or she will not be allowed to operate any machine 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.

SECTION 7. No employee shall be required to own or furnish tools over 1-1/4 inch in size or over 3/4-inch drive or any power tools.

SECTION 7(a) The Employer agrees to provide insurance for employees' 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 8. Supervision of the employees covered by this Agreement shall be limited to the owner, the Employer or its general superintendent, or any employee covered by this Agreement. 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 9. 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 10. The Agreement shall apply to the operation of an elevator until the owner has taken possession of the elevator, provided however, that if the elevator continues to be used primarily for transporting construction materials and personnel, the Agreement shall continue to apply.

SECTION 11. No Employee covered by this Agreement shall be discharged or disciplined by the Employer unless there is just cause for said action.

SECTION 12. 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 13. 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 nations clause(s) when the union grants relief from the provisions of this Agreement to companies that the Union is attempting to organize.

SECTION 14. 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, Annuity, Apprenticeship Training and Skill Improvement Fund, and Supplemental Unemployment 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 15. 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 that subcontractors selected by the Employer to perform work covered by this Agreement on the job or project site shall be party to this Agreement, an agreement with another Association, or an independent agreement with the Union. The Employer shall specify that such subcontractor shall comply with the terms of this Agreement or other Association or independent agreement with the Union, whichever is applicable.

SECTION 2. The Employer, upon written notice from the Union, shall be responsible for any Wages and Health Benefits, Pension, Supplemental Unemployment Benefit, Apprenticeship Training and Skill Improvement Fund, and Annuity Fund contributions not made by the subcontractor on the Employer's job only, providing said written notice of such default is received by the Employer within two (2) weeks from the date payment was due hereunder. If the Employer shall fail to pay the subcontractor's wages and/or Health Benefits, Pension, Supplemental Unemployment Benefit, Apprenticeship Training and Skill Improvement Fund and Annuity Fund contributions in arrears hereunder, then, the Union shall have the right to engage in a work stoppage against such subcontractor and the Employer.

SECTION 3. To avoid any possibility that a hiring or rental arrangement is not a device to circumvent this Agreement, the Employer agrees that it will pay an owner-operator by separate checks and that the labor paid for the operation of such equipment shall be a rate equal to that prevailing in the area.

SECTION 4. The Union shall have the right during a pre-job conference to grant relief from the application of this Article 22 subcontracting 18, Section 2 as follows: When the items terms of the construction contract to be performed by the subcontractor are 1) specialty items; or 2) when suitable competitive union subcontractors are not available; or 3) when government regulations require set asides for DBE's, MBE's or small businesses; or 4) when there are owner designated subcontractors and suppliers; and 5) when other considerations merit the granting of this relief. The granting of such relief shall not be unreasonably withheld.

SECTION 5. The Union shall have the right to grant relief from the application of this Article 18 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 18 shall not apply: when government regulations require set asides for DBE's, MBE's or small businesses.

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 employee's 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.

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 pay for said holiday.

Section 5. The forty (40) hour guarantee will not apply to the Monday prior to a Tuesday holiday and the Friday following a Thursday holiday.

ARTICLE 24
HOURS OF WORK AND WORKING CONDITIONS

SECTION 1(a) For all employees covered by the terms of this Agreement, the regular work week shall consist of five (5) consecutive eight (8) hour days from Monday through Friday inclusive. The regular work day shall be any eight (8) consecutive hours, exclusive of a half hour lunch, from 6:00 a.m. to 4:30 p.m.

SECTION 1(b) In the period between May 1st and November 30th (not in 2002-2005 agreement), Employees who are working on building 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 doctor's 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 the 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 forty 40 hour guarantee shall not apply on the Monday immediately preceding a Tuesday holiday and on a Friday immediately following a Thursday holiday.

Saturday work shall be paid for at the rate of time and one half, except as provided above.

SECTION 1(c) Where the Employer requires the presence of employees prior to the established starting time for the shift, all employees reporting prior to the regular starting time shall work until the end of the regular shift.

SECTION 1(d) Except as otherwise specifically provided in this Agreement, where an employer operates a two (2) or three (3) shift operation, an employee shall be paid according to the following schedule:

- 1st shift - 8 hours of straight time pay for 8 hours work
- 2nd shift - 8 hours of straight time pay for 7 ½ hours work
- 3rd shift - 8 hours of straight time pay for 7 hours work

SECTION 1(e) Notwithstanding any other provision of this Agreement, the Employer may schedule four (4) ten (10) hour work days at straight time rates Monday through Friday. These days shall be scheduled consecutively except for a holiday week.

SECTION 1(f) 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 2 During the period from December 1st through April 30th, the following shall apply:

SECTION 2(a) An employee called out for work on productive equipment (the equipment classified as productive equipment is indicated as such in the wage rate schedule) shall be guaranteed work or pay for twenty-four (24) hours, and if such work exceeds beyond the third day of that work week, the employee shall receive pay for forty (40) hours of work for that week.

When an employee is called out for work on productive equipment (the equipment classified as productive equipment is indicated as such in the wage rate schedule) to work on a Thursday or Friday of one week, the employee shall be paid the twenty-four (24) hour guarantee, and if worked for more than three (3) days during that two week period, the employee shall be guaranteed forty (40) hours work or pay for the days involved in such two week period, but if employed or paid for forty (40) hours in the second work week, the employee shall be entitled to only the pay for hours worked on the Thursday and/or Friday of the preceding week.

SECTION 2(b) An employee called out to work on miscellaneous equipment (the equipment

classified as miscellaneous equipment is indicated as such in the wage rate schedule) for an operation which is expected to last only one (1) day shall be paid for that day only. If the same equipment is operated again during the same week on the same job, the same employee, if available, shall perform such work and shall be entitled to twenty-four (24) hours work or pay. If the same miscellaneous equipment is operated on the same job for more than three (3) days in the same week, the same employee, if available, shall perform such work and shall be guaranteed forty (40) hours work or pay for that week.

SECTION 2(c) Where an employee is employed for a single day to replace an employee absent for illness or personal business, he or she shall not be entitled to the above guarantees.

SECTION 2(d) Overtime hours cannot be used to accumulate the guarantees contained in this Article.

SECTION 2(e) In the event an employee fails to report to work when scheduled to work during the regular work week, the employee shall not be paid for said day, and the Employer shall notify the Union promptly of the work opportunity for the day for a replacement for such absent employee. Such replacement shall not be entitled to the guarantee contained in Section 2 above.

SECTION 3. 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 home, has telephoned the Employer's office to verify his or her 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 such employees before they have left their homes for work on the scheduled work day involved.

SECTION 4(a) An Employee shall be paid time and one half times the straight time rate for hours worked:

1. in excess of eight (8) hours in any regular work day,
2. in excess of seven (7) hours on a second or third shift, as described in Section 1(d) of this Article and on Saturdays

SECTION 4(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 shall be paid the straight time rate for Saturday work up to forty hours per week or if the employee fails to report to work during the week, such employee shall be paid the straight time rate for Saturday work up to forty hours per week unless the employee's absence is due to illness supported by evidence satisfactory to the Employer or a doctor's note or other personal reasons approved by the Employer.

SECTION 4(c). Employees shall be paid the overtime rate of two times their regular straight hourly rate of pay (double time) for hours worked on Sundays and holidays or days celebrated as such.

Section 4(d) There shall be no pyramiding of overtime.

Section 4(e) 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 4(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 and when an employee fails to report as provided in Section 1(b) Sundays and Holidays shall be paid in accordance with other provisions of this Article.

Section 4(g) In the period between December 1st and the following April 30th there shall be no guarantee of forty (40) hours pay on a weekly basis, but employees shall be paid for all hours actually worked and for hours for which pay is due hereunder. During this period, any employee who during the regular work week, Monday through Friday inclusive, is scheduled and reports for work and is in compliance with the established system of communications to handle inclement weather and other problems, shall receive four (4) hours work or pay, and any employee who works in excess of four (4) hours in any one day shall receive pay for actual time worked and shall be paid at the rate of time and one-half after eight (8) hours work in any one (1) day, except as otherwise provided in Section 4(e) hereinabove. During this period, Saturday work will 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, four (4) ten (10) hour shift schedule, market recovery provisions and except when an employee fails to report to work during the week as provided in Section 1(b) of this Article. It is understood that the provisions of this section apply only when work on the project/job has been made unavailable due to inclement weather or other conditions beyond the control of the Employer and when the Employer has not had any other Operating Engineer employees or employees in any other trade employed on such day and on such project/job, excluding supervisory personnel including foremen. Sunday and holiday work will be paid at the rate of double time, regardless of the number of hours worked during the regular work week.

Section 4(h) 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 5(a) The repair work during the working shift may be done by the crews on their own machines, providing 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. Overtime work on a machine shall be awarded to the employee or employees working the regular shift on the machine. In the event an engineer or maintenance engineer is not ordered out on Saturday, Sunday or holiday and his or her (their) machine is operated by any other person(s) (exclusive of a Mechanic performing repairs), he or she or they, as well as the other person(s) who operated the machine, shall be paid for all time worked at the applicable overtime rates.

SECTION 7. A maintenance engineer may be employed on gasoline, diesel, electric, oil and air operated shovels, draglines, excavators, keystones, truck cranes, crawler cranes, derricks, and gradalls. 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 and covering miscellaneous equipment as provided herein. The maintenance engineer may also be required to assist a master mechanic or mechanic/grease truck operator, if any, in the performance of his or her duties and perform other necessary duties for the employee who is operating the equipment which the maintenance engineer services. 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 work opportunity for the day for a replacement for such absent employee. Such replacement shall not be entitled to the guarantees contained in Section 2. Maintenance engineers shall be required for (1) the construction, installation and associated work of cross-country mainline transmission pipelines, (2) cranes that are rented, (3) cranes 200 tons or over and/or with 200 foot boom including jib, (4) powerhouses and tunnel projects over \$100 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 the Operating Engineers under the terms of this Agreement.

SECTION 8. Well Point System - Manning for the loading, unloading and dismantling of well point systems shall be done on the basis of need. Fitting and installation shall be done by not less than four (4) employees paid at the Mechanic rate.

Pumps used in connection with well point systems shall be manned as provided for the manning of continuous pumping operations by employees employed on a three (3) shift basis; except as provided in Section 9G.

SECTION 9. Compressors of combined capacity of 725 CFM or less, welding machines when not used as tools of the trade, generators, pumps of 4" diameter or less, and eight (8) or less (eleven or less if located on one elevation) temporary heaters shall be manned as follows:

(a) When one piece of such equipment (e.g. eight (8) or less temporary heaters or eleven (11) on one elevation), excluding pumps (see paragraphs (b) and (c) below), is being operated continuously (more than four (4) hours on any work day), by a Mechanic, who may cover one (1) such piece of equipment in addition to his or her other duties or by an maintenance engineer who shall be paid for the entire day at the highest rate of pay established for the equipment the employee operates (e.g. the mechanical heater operator rate) during the work day, or by any productive equipment employee who may operate such miscellaneous equipment for his or her employer in addition to his or her other duties (excluding tower crane and stiff leg derrick operators)

(b) Continuous (more than four (4) hours on any work day) pumping with gas or diesel pumps 12" or less in combined diameter shall be performed by a Mechanic Maintenance Engineer working on the jobsite, and one Mechanic covering such pumps shall not at the same time cover miscellaneous equipment as provided in paragraph (a) above. If there is not a Mechanic on the project, then any other employee covered by this Agreement shall cover pumps of total combined diameter of 12" or less, but if the total combined diameter of such pumps in use exceeds 12", a pump operator shall cover such pumps as provided in (e) below.

(c) When electric pumps of 12" combined diameter or less are operated continuously during a

regular work day or on a second or third shift, or on Saturdays, Sundays or holidays, there shall be no employees covered by this Agreement required to cover such pumps, but an employee covered under this shall start and stop such pumps. Such employee shall be assigned to the project or be from the employer's shop. The parties agree that pumps covered hereunder are the jurisdiction of IUOE Local 478 whether or not employees covered hereunder are on the project.

(d) When miscellaneous equipment is operated on an intermittent basis (four (4) hours or less on any work day), a Mechanic may cover all such equipment operated during his or her shift, in addition to his or her other duties. If no Mechanic is employed on the project, any employee covered under this Agreement may be assigned to operate miscellaneous equipment operated on an intermittent basis. Except as provided in (c) above, any employee may be assigned to cover electric submersible pumps, operated on an intermittent basis, in addition to his or her other duties.

(e) When miscellaneous equipment is not covered as provided in the above paragraphs (a), (b), (c) or (d), such pieces of equipment shall be manned as follows: (cont.)

A. Compressor - Compressor operations continuously operating shall be performed on the following schedule of manning.

1. One (1) to three (3) compressors during the regular shift shall be manned by a compressor operator.
2. Wherever at least four (4) but not more than six (6) such compressors are used to produce power to a common source, a compressor battery operator shall be employed to man all such equipment and shall start, service, operate and shutdown such compressors.
3. Wherever at least seven (7) but not more than ten (10) compressors are used as in (2) above, an assistant battery operator shall be employed to assist the compressor battery operator and such employee shall be restricted to such compressor work, except that the assistant battery operator may also be employed to maintain all drills at the location of the battery.
4. Wherever at least eleven (11) or more compressors are similarly used, there shall be two compressor battery operators employed and an assistant battery operator to cover all such compressors at such locations.
5. Where a steam boiler or a compressor is mounted on a rig and is used for any work including the driving of piles, the rig shall be manned by two operators subject to this Agreement, in lieu of an operator and a maintenance engineer. Where the power for the pile driver, regardless of type, is secured from an existing plant, an employee covered by this Agreement shall be in control of the power valve or valves of such equipment.
6. Air and steam valves controlled by the Employer to supply power from permanent air or steam generating plants to be used for construction purposes shall be turned on and turned off by an employee covered by this Agreement on the basis of need. No employee shall stand by such valves except to the extent the employee has been directed to do so by the Employer.

B. Welding Machines - When welding machines are continuously operating on the job, such

operation shall be performed under the following conditions:

1. One (1) to three (3) welding machines operating continuously during the regular shift shall be manned by a welding machine operator.
2. Where at least four (4) but not more than six (6) welding machines are used, a welding machine operator shall be employed but he or she shall be paid the rate of the battery operator.
3. Where at least seven (7) but not more than ten (10) welding machines are used, a battery operator and assistant battery operator shall be employed.
4. When welding machines are connected directly to a utility company source of power, they are not included in the Union's jurisdiction. Where "buzz boxes" are run off of a generator, the "buzz boxes" need not be manned by employees covered under this Agreement.
5. It is agreed that the phrase "welding machine when not as the tool of another trade" shall exclude single gas driven welding machines when used as the tool of the trade of members of the United Association and shall exclude a single gas driven welding machine when used by Ironworkers for four (4) hours or less on any given day.

C. Generators - When Generators are continuously operating on the job, such operation shall be manned and performed as follows:

1. One (1) to three (3) generators operating continuously during the regular shift shall be manned by a generator operator.
2. Where at least four (4) but not more than six (6) generating machines are used, a battery operator shall be employed.
3. Where at least seven (7) but not more than ten (10) generating machines are used, a battery operator and an assistant battery operator shall be employed.
4. A generator operator covered by this Agreement shall be employed to operate and/or maintain all generators used to supply power to equipment or lights on the job or project site except when such generator is of small capacity and its major function is to supply power for the operation of small power tools and equipment such as skill saws, drills, hammers, vibrators, and similar tools generally used as tools of another craft or trade or for the supply of power for lighting when such temporary lighting is necessary for a particular task or operation of short duration.

D. Temporary Heat - Temporary heating units with circulating fans operating continuously shall be manned as follows:

1. When one (1) to eight (8), or eleven (11) or less if located in one elevation, mechanical heaters are used during the regular shift, they shall be manned by a mechanical heater operator. An additional mechanical heater operator shall be employed to man each one (1) to eight (8), or eleven (11) or less if located on one elevation, mechanical heating units thereafter. Mechanical heater operators shall perform any other duties assigned to them

including start up, service, fuel, shutdown, and/or relocating as necessary such heaters.

2. Mechanical heater operators working on the second or third shift or on Saturdays, Sundays, or holidays shall perform any other duties assigned to them.

3. Manning of BAB FAR self contained heaters, any Engineer on the site may start and stop these heaters on the day shift. On the second and third shifts, should there not be any craft on site, these heaters shall not require manning.

E. Pumps - Electric, gas, air, diesel, steam or otherwise powered, operating continuously shall be manned by employees covered by this Agreement as follows:

1. For pumps, including submersibles, 4" or less during the regular shift by a pumpoperator.

2. For shift work if another employee hereunder is working, he or she shall cover such pumps and shall receive an additional two (2) hours straight time pay for such work. In the event an employee of another building trade union is employed on the shift where no employee covered by this agreement is employed, a pump operator shall be employed for such shift and such pump operator shall perform any other duties assigned to him.

3. For pumps over 4" operated during the regular shift:

One (1) operator for the first pump but a single operator may be employed to cover up to a maximum of twenty-four inches (24") in total diameter, an additional pump operator shall be employed and shall cover up to an additional twenty-four inches (24") in diameter.

4. The Employer shall provide fuel at each pump location at all times. The pump operator's duties shall include the cleaning, maintenance and fueling of his or her pumps.

F. Continuous operation shall be defined as the operation of any of the above equipment for more than four

(4) hours in any work day. Operation of any such equipment for four (4) hours or less shall be considered intermittent.

G. Shift Work/7 Day Operations - When miscellaneous equipment (including well points) is operated by the Employer seven (7) days per week, twenty-four (24) hours per day, required manning shall be by employees working on a four (4) shift (six (6) hours per shift, seven (7) days per week) basis. Employees so employed shall receive the regular straight time rate of pay for the first forty (40) hours worked in any week (regardless of the day of the week on which such work is performed) and shall receive the overtime rate of double time for hours worked in excess of forty (40) hours in said week.

H. Other provisions of this Agreement to the contrary notwithstanding, the Employer may transfer any employee covered under this Agreement for the purpose of operating miscellaneous equipment as provided herein. Employees assigned by the Employer to operate more than one piece of equipment on any work day shall receive the highest rate of pay for the equipment he or she operated on that day for the entire day.

SECTION 10. Mechanics - Mechanics shall be employed to do all pipe fitting in connection with hoisting and portable equipment and also to fit, install, handle, dismantle, load and unload all pipe fittings and lines required in connection with the construction, installation, dismantling and repairing of all temporary pipelines subject to this Agreement, regardless of materials involved or purposes for

which used and the performance of other miscellaneous duties in connection with the miscellaneous equipment referred to in this Agreement. They shall also be employed to do all burning, welding, preparing and maintaining of all equipment, including vibrators, tempers, portable generators, power buggies, power trowels, sprayers and power compactors (but not the operation thereof) and all such other work as by custom has been performed by Maintenance Engineers under prior agreements.

Section 11. On projects subject to a governmental agency's or a railroad's or an owner's prohibition, limitation or restriction of the schedule when work may be performed, the following shall apply:

On jobs on which work for the week starts at 5:00 p.m. or later on Sunday or starts on Monday evening the Employer may schedule up to five (5) consecutive 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.

1. Article 20 of the Building Agreement and other applicable provisions affecting the scheduling 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.
2. When the regular first day starts after 5:00 p.m. on a Sunday, no premium pay is due for this Sunday work.
3. When the regular last day finishes on a Saturday, no premium pay is due for this Saturday work.
4. After ten (10) hours work in a day, the employee shall receive premium pay at the applicable rate.
5. The use of Government Owner relief shall be a mandatory subject of discussion at the pre-job conference provided for in Article 6.

SECTION 12. 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.

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.

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 fourth journeyman, and subsequent apprentices may be the 12th, 19th, 26th person and so on. More aggressive relief up to the state law requirements may be provided by the Union upon request by the Employer for certain private work.

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.

ARTICLE 26 **NON-MARKET RECOVERY CARRYOVER**

SECTION 1. With respect to jobs bid before April 1, 2019, the wage carryover rate shall be at the rate effective March 31, 2019. The wage rate for jobs bid prior to April 1, 2019 stays at 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.

With respect to prevailing rate jobs bid on or 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.

ARTICLE 27 **MARKET RECOVERY PROGRAM**

Section 1. Projects bid on or after April 1, 2019, where the general contract is \$10,000,000 or less or there is a subcontract or prime contract bid directly to the owner or the owner's representative (eg. construction manager) of \$10,000,000 or less, shall be subject to market recovery and shall be performed under the conditions of the Heavy and Highway Agreement, Market Recovery Section 1, except when a project agreement has been negotiated by the Union covering that project. Projects bid prior to April 1, 2019, shall be subject to the market recovery provisions set forth in Article 21 of the 2018-2019 Building Agreement.

Article 20, Section 9(d) shall be revised as follows: When miscellaneous equipment is operated a Mechanic may cover all such equipment operated during his or her shift, except if there is another operating engineer on the project he or she may perform the duties of the Mechanic.

Section 2. While performing in jobs described above 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 that the Employer refuses to man the equipment as demanded by the Union, the Employer shall be liable for work opportunity lost (wages plus fringes) from the date of said demand.

The Employer shall not have the right to Grievance and Arbitration under this Section.

Section 3. The Association or Employers may request relief from the terms of this Agreement, including wage rates, fringe contributions or other conditions, for the purpose of enabling Employers to provide work opportunities for the employees. The Union shall decide whether such request will enhance the opportunity for employment of its members and others who perform work under this Agreement and shall inform the Association and all other Employers of its decision for that particular job. Any such relief or concession(s) made, however shall be limited to the project for which such request was made and shall not apply to any other projects.

Section 4. On projects where the general contract is over fifteen million dollars (\$15,000,000.00) or there is a subcontract or prime contract of more than five million dollars (\$5,000,000.00), the Union will meet with the Association Employer? at the request of the Association Employer?, at a pre-bid conference to discuss the terms and conditions of the Agreement to be applied to that particular job or project for any Employer who shall be the successful bidder on all or part of the project on which agreement is reached.

Section 5. Notwithstanding any other provision of this Agreement, on Market Recovery jobs which were bid prior to April 1, 2019, and which are subject to the carryover provisions of the 2018-2019 Agreement, the wage rates that were set forth in the 2018-2019 Agreement shall continue to apply. With respect to Market Recovery jobs bid on and after April 1, 2019 the following shall apply:

(1) On projects that are covered by state or federal prevailing wage laws the wage rates set forth in the wage determination in the construction contract shall remain and continue in effect until the completion of the work, (or the effective date of increased rates implemented by the governing agency) notwithstanding the provisions contained in Article 27 hereof relative to the termination date of this agreement or any other term or provision of this agreement, or any provision contained in any successor agreement.

(2) On projects not covered by state or federal prevailing wage laws, the minimum hourly wage rates that are set forth in this Agreement that are in effect at the time when bids are due or negotiated on a specific job, shall remain and continue in effect throughout the duration of the job, notwithstanding the provisions contained in Article 27 hereof relative to the termination date of this agreement or any other term or provision of this agreement, or any provision contained in any successor agreement. On private work, benefits other than the Annuity will be held at the 2013 contribution rates on projects not to exceed the term of the contract.

Section 6. 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.

ARTICLE 28

MINIMUM WAGE RATES AND CLASSIFICATIONS

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

With respect to prevailing rate jobs bid on or 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.

SECTION 2. With respect to jobs bid prior to April 1, 2019, the wage carryover rate shall be at the rate effective until March 31, 2020. The wage rate for jobs bid prior to April 1, 2019, stays at the March 31, 2019, rate until March 31, 2020 or when the job ends, whichever is sooner.

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.

ATTACHMENT A- MINIMUM WAGE RATES AND CLASSIFICATIONS
BUILDING

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 rates 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 (skooter)	\$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

Administrative Dues are to be deducted from the wages of each employee that so authorizes at the rate then currently in effect.

ARTICLE 29
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 which are deducted shall be paid monthly by the 20th 10th day of the month following the month in which they were deducted.

ARTICLE 30
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 or before the 20th day of the month next succeeding the month for which the sum is payable. The employer further agrees to pay all costs of collection, including reasonable attorney's fees and court costs, interest, and any other cost incurred by the Association in the collection of monies due the Association.

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

SECTION 4. The Union agrees to propose that all the provisions contained in this Article 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 shall not be less than the total hourly economic cost for Employers covered under this Agreement.

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.

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.