

# STANDARD AGREEMENT

of the

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

EQUIPMENT DEALERS

Effective April 1, 2019, through March 31, 2022

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# **EQUIPMENT DEALERS AGREEMENT**

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

## **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, and to bring about stable conditions in the industry, and to establish necessary procedures 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.

## **ARTICLE 1** **RECOGNITION**

**SECTION 1.** The Association and The Employers 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.

**SECTION 2(a)** The term "Employee" as used in this Agreement shall mean any employee who performs work for an 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 or any member of the Association at the time this Agreement is executed and any Employer who joins and authorizes such Association to represent them for and during the term of this Agreement and any affiliated 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, or

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

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

**SECTION 4.** The parties agree not to enter into any agreement or contract with its employees individually or collectively, or negotiate or bargain with them unless it is through the duly authorized representatives of the other. There shall be no individual agreements with employees covered by this Agreement, and any such agreements or contracts shall be null and void. Employees paid on a salary basis must be paid the

equivalent of the contractual rates specified in this Agreement for all hours worked in any week including overtime and contributions for fringe benefits as provided herein.

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

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

## **ARTICLE 2** **SCOPE OF AGREEMENT**

SECTION 1. The terms of this Agreement shall include Equipment Dealers operations as follows:

(a) Trucking, demonstrating (which is to be limited to one (1) week), repairing, servicing, maintaining and rebuilding of all types of machinery, assembling and manufacturing of machinery, and all acetylene and electric welding in connection therewith and the operating of all hoisting devices such as overhead cranes, yard derricks, portable cranes, etc., wherever located in the furtherance of the business of the Employer.

(b) Employees engaged in operating equipment for Equipment Dealers when such equipment is rented to perform operations and work on a construction job (but not to demonstrate) shall receive the same rate of pay as operators doing the same type of work on said construction job.

SECTION 2. There shall be no limitations or restrictions of the use of machinery, tools, appliances, methods, or of any raw or manufactured materials.

SECTION 3. Consistent with the Employers past practice of having employees covered under this Agreement working with and assisting factory employees on product liability guarantees and warranties work, the Union agrees to continue such practice.

SECTION 4. The effective dates of any wage rate and benefit contribution changes in this Agreement shall be the first Sunday of the month changes are effective. Such effective dates shall be specified in the relevant wage rates and benefit and other contribution rates provisions of the respective collective bargaining agreements. After the ratification of the new collective bargaining agreement occurs, the Employer shall pay any retroactive pay increases back to April 1, 2019, in the first pay check after ratification and the Employer shall pay any retroactive increases in benefit or other contributions back to April 1, 2019, within the time specified in Articles 9, 9A, 10, and 11.

## **ARTICLE 3** **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 4**

### **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 31st 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, the Employer 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 before the employees needed are to be employed, except in an emergency when notice should be given as soon as the need is known. Notice shall be by telephone to the Union's office.

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

## **ARTICLE 5**

### **COMPETENCY**

All employees must be competent in the opinion of the Employer. The Employer shall have thirty (30) working days to judge the competency of the employees and will be given an additional thirty (30) working days to judge the competency upon notice to the Union.

**ARTICLE 6**  
**EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. There will be no discrimination in the referral, hiring, placement, classification, upgrading, layoff or termination of employment of any person by reason of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, disability including learning disability, past or present history of a mental disorder, physical disability, genetic background, or prior conviction of a crime, unless the provisions of Section 46a-60(b), 46a-80(b), or 46a-81(b), of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, reasonable accommodation to disabilities under the Americans with Disabilities Act and concerted activities or membership or non-membership in the Union. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides (1) that the Employer shall not discriminate, (2) that statutory issues are covered by this Agreement and will be arbitrated and (3) that employee(s) are waiving their right to go to an administration agency or court and further, this agreement results in the arbitration hearing being final and binding.

SECTION 2. The Union agrees to assist the Employer in the development of an Affirmative Action program if required by law. Neither party may commit the other to an affirmative action program affecting employees covered by this Agreement without prior agreement with the other on all phases connected with any such program.

**ARTICLE 7**  
**BUSINESS AGENTS AND STEWARDS**

SECTION 1. The Employer agrees that the Union may designate its Business Agents to inspect shops at all times. Such Business Agents shall have access to the Employer's shops during working hours for the performance of their duties, including consulting with and assisting the steward, investigating working conditions, compliance with the terms of this Agreement, collecting dues and inspecting pay checks, and, upon request, inspecting time cards of a particular employee. The Union's right of access hereunder shall not be exercised in such a way as to disrupt the Employer's operations

SECTION 2. The Employer recognizes the right of the Union to appoint and remove a steward from among the Employer's employees in the 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. There shall be no discrimination against any steward for the performance of his or her duties or enforcing compliance with this Agreement.

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

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

SECTION 4. The steward shall be the last employee laid-off from the shop, provided the steward is qualified to do the remaining available work, and will not be transferred to any other shop without notifying 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. Where overtime is worked at a shop with one (1) or more operations employing five (5) or more Class I employees covered by this Agreement working overtime, the steward shall be employed, if available, to perform such work if qualified, but the steward shall not be entitled to replace any employee working overtime on that day.

## **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 at the shop where employees covered by this Agreement are employed on or before quitting time on the Employer's pay day. All employees shall be given an itemized statement with their pay or 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 the information required above.

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

SECTION 3. If the regular payday shall be Friday, the Employer shall make provision for the employees to cash all checks on said payday. If a holiday falls on Friday, employees shall be paid no later than the last working day preceding the holiday.

SECTION 4. Failure to pay cash wages when required pursuant to Section 1(b) above, or payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of willful nonpayment of wages. If, after seventy-two (72) hours written notice to the Employer, the Employer willfully fails to pay any wages due employees under the terms of this Agreement, then any other provisions notwithstanding, the Union shall have the right to have the employees of the Employer cease work, and such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppage. A dispute regarding classifications and rates of wages to be paid therefore shall not be considered willful non-payment and shall not 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 (excluding holiday hours and vacation hours) by an employee (whether he or she be a regular, temporary, probationary, full-time or part-time employee), but such contributions shall not be payable for more than 1800 hours to be computed on a calendar year basis commencing January 1.

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

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

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

**ARTICLE 9A**  
**ANNUITY FUND**

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

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

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

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

SECTION 3. Effective January 1, 2003, the Employer agrees to deduct from employee’s wages such contributions to the Local 478 Annuity Fund 401(k) 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 (excluding holiday hours and vacation hours) by an employee (whether a regular, temporary, probationary, full-time or part-time employee), but such contributions shall not be payable for more than 1800 hours to be computed on a calendar year basis commencing January 1.

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

SECTION 2. Payments shall be made to the Pension Fund office monthly, not later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514. However, in the event that an Employer is delinquent in the payment of contributions, the Trustees may require that contributions to the funds be made weekly and that such weekly contributions may be required for a period of up to twelve (12) months. A delinquent Employer shall be notified in writing twenty-one (21) days prior to the start of any period of time during which contributions will be required on a weekly basis. If the Employer continues to be delinquent, the Trustees may require weekly contributions to be made for additional periods of time. The Trustees may also require that Employers who are based outside the state of Connecticut make contributions on a weekly basis, without regard to the payment history of any such out of state Employers.

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

**ARTICLE 11**  
**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 hour paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee), but such contributions shall not be payable for more than 1800 hours to be computed on a calendar year basis commencing January 1.

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Apprenticeship	\$0.65	\$0.65	\$0.65

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 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.

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.

SECTION 5 .IUOE NATIONAL TRAINING FUND. The Employers signatory to and bound by this agreement hereby agree to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$.05 (five cents) per hour for each hour worked 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 12**  
**REGULATION OF PAYMENT TO FUNDS**

SECTION 1. Contributions required under Articles 9, 10, and 11 shall be made for each payroll hour worked for in the jurisdiction of the Union, to the nearest half-hour. Contributions to the Health Benefits Fund, Pension Fund and Apprenticeship Training and Skill Improvement Fund shall be capped at 1,800 hours per calendar year. Contributions required under article 9a shall be made for each payroll hour worked or paid in the jurisdiction of the union, to the nearest ½ 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, and 11. 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 for the employees involved and shall be returned or terminated upon the completion of the job or project by the Administrator when he or she is satisfied that all monies due employees or the Funds have been paid. Any such bond shall be maintained by that company until they have made timely payment of benefit contributions for a period of time not less than one (1) year.

SECTION 4. Failure by 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 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, and then the Employer shall, within said ten (10) day period, so advise the Union and request arbitration. In the event that the Employer makes a request for arbitration, there shall be no strike, slowdown, or work stoppage, unless the Employer refuses to comply with the decision of the Arbitration Board as set forth herein. If no dispute is registered by the Employer in default by the expiration of the above-mentioned ten (10) day period, then the Union shall be free to take economic action against that Employer, and the employees of such Employer shall be made whole for any wages and fringe fund contributions lost as a result of such work stoppage. A delinquent Employer who does not request arbitration under this clause, or after a decision of the

Arbitration 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, and 11 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, and 11 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. The Union shall have the option to divert money from Fund to Fund or from wages to any of the Funds provided for in this Agreement upon sixty (60) days prior written notice to the Association.

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

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

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

## **ARTICLE 13**

### **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 claims that the itemized statement the Employer is required, pursuant to this Agreement, to give each employee concerning his or her wages, hours, rate of pay, etc., is incorrect, the matter will be processed in accordance with the Grievance Procedure of this Agreement. If the matter is submitted to the Arbitration Committee, prior to the hearing, the Union may require the Arbitration Committee to request the Employer to produce at the hearing on the matter, the payroll record and time card of the employee for the week involved. If so requested by the Arbitration

Committee, the Employer will be required to submit the payroll records and time cards of all the employees involved for the periods specified, to the Arbitration Committee for use at the hearing on the matter. If the Employer fails to comply with the request of the Arbitration Committee, it shall be deemed a willful non-payment of wages under Article 8, Section 4, hereof.

SECTION 2(b) If at any such arbitration, the Board determines the employee has knowingly accepted wages from the Employer at a rate less than that specified herein, the Union may demand the discharge of such employee and he or she 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 14** **PROTECTION OF RIGHTS**

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

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

## **ARTICLE 15** **SAFETY**

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

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

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

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

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

Employees' refusal to work because of unsafe conditions must be justified.

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

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

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

SECTION 9. This confirms the understanding between Connecticut Construction Industries Association, Inc., and International Union of Operating Engineers Local 478 and its branches, AFL-CIO, concerning the Local 478 Members Assistance Program.

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 16** **MAINTENANCE OF STANDARDS**

SECTION 1. 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 his or her duties, and will replace tools lost by fire or as a result of theft from 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.

If, after the Employer gives notification to its employees, an employee removes any tool from the Company repair shop or service vehicle for any purpose not within the course of his or her employment, the Employer need not replace said employee's tools broken in the course of performance of his or her duties.

SECTION 2. The Employer agrees to provide insurance for employees' tools carried in a company service vehicle being used in the pursuit of his or her 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 3. 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 improvement are made elsewhere. 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 same condition shall terminate whenever that employee on that particular job or the reason for making altered conditions shall terminate.

## **ARTICLE 17** **GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

**SECTION 5.** Unless mutually agreed to the contrary, when a grievance is appealed to arbitration, the matter will be submitted to a 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 (1) grievance in any one arbitration proceeding unless multiple grievances are filed arising out of the same event or transaction.

SECTION 9. Unless the parties agree to an extension time in writing, failure to adhere to the time limitations set forth herein shall result in the grievance being deemed settled in favor of the non-grieving party.

SECTION 10. 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 12. 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 13. 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 14. The time limits set forth herein may be extended by written agreement between the Employer and the Union.

SECTION 15. During the time that any grievances exist, the parties agree that there will be no strike, work stoppage, slowdown, picketing, or lockout, or threats thereof, but said grievances or disputes will be submitted to arbitration in accordance with this Agreement. In the event that this Section shall conflict with Article 8, Section 4, concerning willful non-payment of wages, or Article 12, Section 4, regarding failure to contribute to Health Benefits Fund or Pension or Annuity 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 16. 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 17. 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 18** **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 17, Grievance and Arbitration Procedure, Section 6.
- (c) Failure to pay Health Benefit and/or Pension and/or Annuity Fund contributions and/or Apprenticeship Training and Skill Improvement Fund contributions in accordance with Article 12, Regulation of Payment to Funds, Section 4.

## **ARTICLE 19** **ASSOCIATION MEMBERSHIP**

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

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

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

SECTION 4. In the event that any Employer who is a party hereto ceases to be represented by the Association for and during the term of this Agreement, said Employer shall continue to be bound to the terms and conditions of this Agreement except that (1) the entire Article 17, Grievance and Arbitration Procedure, and all references to Arbitration in the Agreement shall be deleted, and (2) the term "Association" shall be deleted and the term "Employer" substituted in lieu thereof if the context shall require.

## **ARTICLE 20** **MISCELLANEOUS**

SECTION 1. When an employee is injured on the job, he or she shall be paid eight (8) hours pay for the day of the injury.

SECTION 2. The Employer agrees to provide a suitable bulletin board in a conspicuous place where the employees are employed for the posting of information regarding Union matters by the Union.

SECTION 3. 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 4. Any employee who is sent to a factory school or other school away from an Equipment Dealer's place of business or its immediate locality shall be paid at his or her regular rate for eight (8) hours per day on Monday through Friday.

SECTION 5. In the event that a tire dealer or a glazier, who is a party to an agreement with the Union, is not available within one (1) hour to perform work (changing of and/or repairing tires or glazing) at the shop, the Employer will be permitted to use any tire dealer or glazier who is available.

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

Section 7. No employee covered by this agreement shall be discharged or disciplined by the employer unless there is just cause for such action.

SECTION 8. The parties agree to abide by the Operating Engineers' Local 478 Substance Abuse Plan negotiated between the Union and the Association.

SECTION 9. The Employer agrees to deduct weekly five cents (\$.05) per hour, from the gross pay of each employee covered by this Agreement who executes appropriate lawful voluntary check off authorization form(s), to the Operating Engineers Continuing Political Committee (OECPC) the amount specified in the check off authorization form signed and dated by the employee and furnished to the current employer. The deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who assigns wages by the check off authorization, unless the employee revokes the authorization in writing. The revocation must be in writing, bear the date of the employee's signature, and be delivered to the Union, and to the Employer with whom the employee is currently employed. The Employer agrees that the deduction shall be held in trust and shall be remitted to the Operating Engineers Continuing Political Committee (OECPC), c/o IUOE Local 478, 1965 Dixwell Avenue, Hamden, CT 06514 at the same time and along with the Health, Pension and Annuity and Training Fund contributions. All such deductions shall be reported on one (1) form, included in one (1) 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. (NOT IN 2002-2005 AGREEMENT)

SECTION 10. 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 21** **SUBCONTRACTING**

Any subcontractor on the site shall be signatory to this Agreement.

## **ARTICLE 22** **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. ~~Holiday hours paid shall be considered as hours worked for the purpose of computing overtime.~~

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 at the Employer's option 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 day celebrated as such, but in the event an employee works a holiday set forth above, the employee shall be paid at the rate of double time, in addition to his holiday pay for at least four (4) hours and after four (4) hours payment shall be for actual hours worked at the applicable rate.

SECTION 3 The above-mentioned holidays shall be paid if the employees are on the Employer's payroll within five (5) days before the holiday.

SECTION 4. If an employee is ordered out and reports for work on a holiday, set forth in Section 1 above, then he or she shall be paid a minimum of four (4) hours at the rate of time and one-half (1 1/2) in addition to the straight time pay given for said paid holiday, regardless of whether or not he or she starts work.

SECTION 5. Where the holiday falls during an employee's vacation, he or she shall be paid for such holiday in addition to vacation pay, or the employee may extend his or her vacation by the number of holidays that fall in his or her vacation.

SECTION 6. An employee must work the working day before and the working day after a holiday, if he or she is scheduled to work, to receive holiday pay, unless his or her absence is due to illness supported by evidence satisfactory to the Employer or a doctor's note.

SECTION 7. In no event shall any employee be entitled to receive pay for the same holiday from more than one (1) Employer.

## **ARTICLE 23** **VACATIONS**

SECTION 1. The Employer agrees to grant paid vacations to the employees covered by this Agreement as follows:

- (a) Employees with one (1) year of service are to receive one (1) week's paid vacation.
- (b) Employees with five (5) to ten (10) years of service are to receive two (2) weeks paid vacation.
- (c) Employees with ten (10) to twenty (20) years of service are to receive three (3) weeks paid vacation.
- (d) Employees with twenty (20) or more years of service are to receive four (4) weeks paid vacation.

SECTION 2. Employees who are employed steadily for the periods enumerated, with allowance for seasonal lay-off, shall be entitled to vacations. Employees shall not be laid off or switched for the purpose of avoiding this clause.

SECTION 3. In the event an employee is laid off, quits, or is discharged for any cause, he or she shall be paid all vacation pay earned but not paid at the time of his or her final pay. In the case of the death of an employee who has earned any vacation pay, such vacation pay shall be paid to his or her spouse or estate.

SECTION 4. Vacation pay shall be based upon the employee's normal classification rate.

SECTION 5. Where practicable, employees with ten (10) or more years of service shall be given one (1) week of their vacation in the summer when requested. All such employees must take two (2) weeks as vacation and the third week at the Employer's option. It is mutually understood that it is at the Employer's option as to whether one (1) of the three (3) weeks vacation is taken as vacation or forty (40) hours additional pay.

SECTION 6. The eligibility on the basis of service as provided in Section 1 of this Article shall be computed annually as of June 30th.

SECTION 7. Vacation hours paid shall be considered as hours worked for the purpose of computing overtime.

SECTION 8. It is the understanding and agreement of the parties that Section 7 above, with regard to Vacation Hours being counted toward overtime, does not require the Employer to pay overtime hours when they elect to pay accrued vacation in a lump sum on a monthly basis. For example, where the company pays accrued vacation pay of eight (8) hours in one (1) monthly paycheck and the employee works forty (40) hours the week they received that paycheck, the eight (8) hours of vacation time will be paid at the

straight time rate

## **ARTICLE 24** **HOURS OF WORK AND WORKING CONDITIONS**

SECTION 1. Work performed on Sundays 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 (1 1/2) their regular rate for such work, except that if during the above-mentioned week the employee also loses a day for inclement weather, he or she shall work on Saturday at straight time rates.

SECTION 2. Any employee who is covered by this Agreement, irrespective of classification, shall operate all hoisting devices, such as overhead cranes, yard derricks, portable cranes, etc., wherever located in the furtherance of the business of the Employer.

SECTION 3. All Class I and II employees shall furnish tools which, in the opinion of the Employer, are adequate for the performance of their work. No employee shall be required to own or furnish diagnostic equipment having an item value of two-hundred and fifty dollars (\$250) or more or tools over 1 1/4" or 33 millimeters in size or over 3/4" drive or any power tools.

SECTION 4. Any company employee shall be allowed to operate any and all types of trucks.

SECTION 5. Any employee who furnishes his or her own automobile for the performance of his or her work shall be compensated by the Employer at the IRS approved rate per mile for the actual mileage covered.

SECTION 6. The Employer shall allow at least ten (10) minutes to all employees to gather tools, etc., and wash before leaving the shop.

SECTION 7(a) Superintendents, Foremen, Stock Clerks or Storekeepers and others employed in a clerical capacity who do give orders to employees covered by this Agreement, but who do not perform any manual work, shall not be members of the Union and are not covered by this Agreement.

SECTION 7(b) Except in the case of a training, breakdown or other emergency when employees are not available, no superintendent or foreman shall be permitted to perform work covered by this Agreement.

SECTION 7(c) The Stock Clerks or Storekeepers, mentioned in subdivision (a) of this Section, whose functions are to keep records or to take telephone and other orders, or who act as salesmen for parts, shall continue to be exempt from the terms of this Agreement so long as such duties constitute the main function of their employment and so long as any manual work which they may perform is only incidental, occasional, and not the normal requirement of their work assignment.

SECTION 7(d) All workers in the parts department whose primary and main function is to perform manual work in connection with the receiving, shipping, storing, and handling of parts are understood to be members within the description of Article 2, Section 1 (a), which defines the class of work covered by this Agreement, and such workers are required to be members of the Union, classified under the heading of

Class IV.

This Section 7 (d) and all the other terms and conditions of this Agreement shall not apply to any of the parts department employees of an Employer, if the wage rates, or fringe contribution requirements or the Union security provisions of the May 1, 1990, to March 31, 1993, collective bargaining agreement were not applied and enforced with respect to the parts department employees.

SECTION 7(e) The definition of Class IV as set forth in the Agreement contemplates those employees among who perform all other types of unskilled work, and it is within this classification that the workers in the Parts Department who perform manual work in connection with their duties of receiving, shipping, storing, and handling of parts is intended.

SECTION 8. There will be no discrimination against raw materials or manufactured products.

SECTION 9. Overtime hours shall be used to accumulate as credit towards the guaranteed forty (40) hour workweek. Where employees work any part of an hour on overtime, they shall be paid to the next half-hour period, unless a time clock is in use, then in that event for the actual time worked.

SECTION 10 Eight (8) hours shall constitute a day's work for all employees covered by this Agreement, except that overtime pay at the rate of one and one-half (1 ½) shall be required only for hours worked over eight (8) hours in one (1) day and forty (40) hours in a week. All employees shall work any eight (8) consecutive hours. The first shift shall commence between 6:00 a.m. and 9:00 a.m.

SECTION 10 (a) Notwithstanding any other provision of this Agreement, the Employer may schedule four

(4) ten-hour (10 hour) workdays at straight time rates Monday through Friday. These days shall be scheduled consecutively except for a holiday week or days lost because of conditions beyond the control of the Employer.

SECTION 11. Shifts:

(a) If more than one consecutive shift is required within one twenty-four (24) hour period, then at the Employer's option, additional shifts may be established which may overlap the preceding shift by not more than three (3) hours.

(b) in accordance with the following schedule:

1st shift – eight (8) hours regular rate pay for eight (8) hours work

2nd shift – eight (8) hours regular rate pay for seven and a half (7.5) hours work

3rd shift – eight (8) hours regular rate pay for seven (7) hours work

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

1st shift- eight (8) hours regular rate pay for eight (8) hours work with overtime at time and one-half after eight (8) hours.

2nd shift-eight (8) hours regular rate pay for seven and a half (7.5) hours work with overtime at time and one-half after seven and a half (7.5) hours.

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

1st shift- eight (8) hours regular rate pay for eight (8) hours work with overtime at time and one-half for all work after eight (8) hours.

2nd shift-seven and a half (7.5) hours regular rate pay for seven and a half (7.5) hours work with overtime at time and one-half for all work after seven and a half (7.5) hours .

SECTION 12. Following are the regular minimum straight-time hourly rates of pay and classifications for employees covered by this Agreement:

<b>Classification</b>	<b>4/6/19</b>	<b>4/4/20</b>	<b>4/5/20</b>	<b>4/4/21</b>
Class I	\$33.64	\$34.83	\$36.08	\$37.29
Class II	\$30.43	\$31.53	\$32.68	\$33.79
Shop Engineer	\$25.95	\$26.91	\$27.92	\$28.90
New Hire Shop Engineer*	\$22.95	\$23.91	\$24.92	\$25.90

\*\*New Hire Shop Engineers are to receive three dollars (\$3.00) per hour less than the Shop Engineer wage rate until the completion of six (6) months of continuous employment with the Company; and are to receive two dollars (\$2.00) per hour less than the Shop Engineer wage rate effective on the first full pay week after completion of six (6) months of continuous employment with the Company; and are to receive one (\$1.00) per hour less than the Shop Engineer wage rate effective on the first full pay week after they have completed twelve (12) months of continuous employment with the Company; and are to receive the full Shop Engineer wage rate effective on the first full pay week after completion of eighteen (18) months of continuous employment with the Company.

SECTION 13. When a Lead Class I employee does manual work and is required to be a member of the Union, he or she shall be paid one dollar (\$1.00) per hour additional to the rate of Class I.

SECTION 14. The employee's overtime rate for all overtime shall be one and one-half (1.5) times the employee's regular rate of pay, except as provided in Section 15 hereof. Work performed on Sundays shall be compensated at double time rate.

SECTION 15(a) An employee shall be guaranteed forty (40) hours work or pay for each week in which he works, providing he or she remains available for work. In the event an employee loses a day during the regular work week because of inclement weather, he or she shall be paid for that day but shall work on Saturday at the straight time rate. The forty (40) hour guarantee does not apply to a day on which weather

phenomena, such as hurricanes and tornadoes, or conditions beyond the control of the Employer, such as power outages and fires, result in the Employer being unable to operate. If all operations of the Employer are not shut down, those employees who normally perform the services that continue to operate shall continue to perform those services.

It is understood that the forty (40)-hour guarantee does not apply if the Employer gives the employee a layoff slip.

In addition, this guarantee shall not apply on the Monday immediately preceding a Tuesday holiday or on a Friday immediately following a Thursday holiday.

SECTION 15(b) Overtime hours can be used to accumulate the guaranteed forty (40) hour week set forth herein.

SECTION 15(c) Employees who work on Saturday or Sunday will be guaranteed a minimum of four hours pay or work for the Shop and two (2) hours pay or work for the Field.

SECTION 16. When employees covered by this Agreement perform work away from the shop to which they are assigned and the work they perform is billable work, the employees shall receive their regular rate of pay plus two (\$2.00) dollars for each hour of such work including all paid travel time to and from the site of such outside work.

SECTION 17. CLASSIFICATIONS The Employer shall classify its employees hereunder as follows, according to their duties:

Class I(a) Includes those employees who, in the opinion of the Employer, are capable of demonstrating any and all types of equipment, are highly skilled and experienced in the maintenance, repair, and rebuilding of one of the more complicated types of equipment and who do not need immediate supervision for the successful performance of their duties.

(b) Includes those employees who, in the opinion of the Employer, can perform all types of oxyacetylene welding and cutting and electric arc welding in all positions with special reference to maintenance and repair of heavy duty construction equipment. Such an employee shall be thoroughly experienced and shall have a thorough knowledge of proper welding procedure with regard to all metals and alloys as are ordinarily found in all types of heavy construction equipment. Such an employee needs a very minor amount of supervision.

Also included in this category are employees who, in the opinion of the Employer, can operate automatic arc welding machines, who can set up, operate and maintain automatic arc welding machines for welding all kinds of equipment including flat and round work, and who need a very minor amount of supervision.

Class II - Includes those employees who, in the opinion of the Employer, are skilled in the use of tools, but lack the full experience and skill necessary for the maintenance, repair and rebuilding of equipment and may help Class I employees. Also included in this category is an automatic arc welding machine operator, who, in the opinion of the Employer, has had some experience in setting up and operating an automatic arc welding machine, or whose experience has been confined principally to operating said machine.

Also includes those employees who, in the opinion of the Employer, are skilled in the welding techniques required for the repair and maintenance of contractors' equipment but are not as skilled as Class I

employees and may require supervision and assistance.

Shop Engineer - Includes those employees who, in the opinion of the Employer, can steam clean, scrape equipment, polish equipment, chase parts, load and unload trucks, and do all other types of unskilled work including assisting the above classes to the extent of their capabilities. This classification also includes employees who paint equipment, repair small equipment and deliver small equipment. The term "small equipment" includes but is not limited to skid steer loaders, small rollers, small pumps, paving breakers and plate compactors. This shall not preclude the Employer from assigning higher rated employees, at their regular rate, to perform tasks requiring their skills in the repair of small equipment.

SECTION 18. Trainees - The Employer may employ trainees. Training programs shall be of two (2) years' duration. Trainee wage rates shall start at sixty percent (60% )of the Class II rate and shall be increased by ten percent (10%) for every six (6) months worked. The Employer must either grant the employee the ten percent (10%) increases or may dismiss the employee (without recourse), or failing that must meet with the Union Business Agent for an exemption review. If at the exemption review the Employer and the Union Business Agent do not reach agreement, the matter may be arbitrated.

The trainee shall not be prevented from obtaining his or her final ten percent (10%) increment and attaining his or her full Class II status and wage rate because of the following language, which appears in Article 24, Hours and Working Conditions, Section 17, Class II: "in the opinion of the Employer," inasmuch as the trainee procedure stated in Section 18 hereinabove takes precedence.

SECTION 18 (a). – Apprentices The four year apprenticeship program is based on 2000 hour units. Wage increases are incremental on the Class 2 Mechanic wage rate. Wages are set at 70% for the first 2000 hour unit, 78% for the second 2000 hour unit, 85% for the third 2000 hour unit; and 93% for the fourth 2000 hour unit.

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. More aggressive relief up to the state law requirements may be provided by the Union upon request of the Employer for certain private work

<b>Apprentice Year</b>	<b>4/7/19</b>	<b>4/5/20</b>	<b>4/4/21</b>
Mechanic Apprentice 1 <sup>st</sup> Year	\$22.07	\$22.88	\$23.65
Mechanic Apprentice 2 <sup>nd</sup> Year	\$24.59	\$25.49	\$26.36
Mechanic Apprentice 3 <sup>rd</sup> Year	\$26.80	\$27.78	\$28.72
Mechanic Apprentice 4 <sup>th</sup> Year	\$29.32	\$30.39	\$31.42

SECTION 19. Any employee who is employed by an Employer covered by this Agreement and who performs work covered by this Agreement for his or her own commercial account or through employment with another Employer within the construction industry or businesses covered by this Agreement or uses the Employer's resources or equipment within or without the construction industry, shall be subject to immediate discharge without recourse.

SECTION 20. The Employer may institute, change or abolish an incentive pay system which may provide for employees to receive pay, in addition to the pay at the minimum hourly wage rates required by the terms of the Agreement. The contributions to the fringe benefit funds required by the Agreement shall continue to be computed and paid on the basis of hours worked by the employees, regardless of the form or amount of the incentive pay. No matter related to an incentive pay system shall be arbitrable. Incentive bonuses shall be subject to offset for callbacks and rework and the Employer will have thirty (30) days to compute and pay the amounts due.

SECTION 21. The Employer shall have full authority to manage the business and the work, direct the work force and decide all matters, except to the extent the Employer is specifically prohibited from

doing so by the terms and conditions of this Agreement.

SECTION 22. It is understood and agreed that the Employer is not required to make contributions to the Operating Engineers Supplemental Unemployment Benefits Fund for any hours worked by employees covered by this Agreement, irrespective of whether said employees work on job sites covered by the Building or Heavy and Highway Agreement, and irrespective of whether they work there for a full eight (8) hour day.

## **ARTICLE 25** **ADMINISTRATIVE DUES**

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

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

## **ARTICLE 26** **CONNECTICUT CONSTRUCTION INDUSTRY** **ADVANCEMENT PROGRAM**

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

SECTION 2. Payments to the Association are due and payable in the manner and form determined by the Association or before the 20<sup>th</sup> 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 26, Connecticut Construction Industry Advancement Program, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association for companies covered under such Independent Agreement with any Employer for work covered under this Agreement that does not include all provisions of this Article 26, it is understood and agreed that the provisions known as Article 25, Administrative Dues (in this Agreement) shall be deleted and shall be of no force or effect in that Independent Agreement, and all obligations contained in that deleted Article shall immediately cease and terminate.

SECTION 5. If the Union accepts or is a party to any Independent Agreement with any Employer for work covered under this Agreement that does not include all provisions of this Article 26, it is understood and agreed that the provisions known as Article 25, 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 26 and acknowledges that said contractual provisions were made for the express, direct, and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement.

SECTION 7. In the event an Employer elects not to contribute to the Connecticut Construction Industry Advancement Program (IAP), then an additional payment in the same amount shall be contributed to the Apprenticeship Training and Skill Improvement Fund (ATF). In the event an Employer elects to contribute to the IAP but fails to make such contributions, such contributions shall be deemed to be due and owing to the ATF. In the event the Employer fails or refuses to make the contributions to the ATF described above within 30 days after the due date, the provisions of Articles 12 and 13 of the Agreement shall apply to such contributions. Should no election be made (or can be determined to have been made), any such contributions received timely shall be presumed to be to the IAP. An Employer may change its election of payment to or from the IAP or the ATF upon sufficient notification. Neither the Union nor its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this agreement to the IAP or (2) make such contributions to the ATF rather than to the IAP.

SECTION 8. Any or all provisions of this Article 26 may be specifically enforced by the Association.

## ARTICLE 27 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 28**  
**BEREAVEMENT LEAVE**

Employees covered by this agreement shall have the right to take up to three (3) days off with pay at the straight time rate for eight (8) hours per day if a death in their immediate family occurs. Employees shall be paid only for those days lost from their work week. Immediate family is defined as mother, father, sister, brother, grandchild, domestic partner, spouse and child.

Employees shall have the right to take one (1) day off with pay at the straight time rate for eight (8) hours per day for grandparent, brother-in-law, sister-in-law and parent-in-law.

**ARTICLE 29**  
**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.