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Title: **Independent Heavy Agreement and International Union of Operating Engineers (IUOE), AFL-CIO, Local Union 825 (2002)**

K#: **8663**

Employer Name: **Independent Heavy Agreement**

Location: **NJ, NY Southeastern**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **825**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **6325**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **22**

Other Years Available: **Y**

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K 8663
6,325 workers

22 pp.

Agreement

BY AND BETWEEN

International Union of Operating Engineers

AFFILIATED WITH AFL-CIO

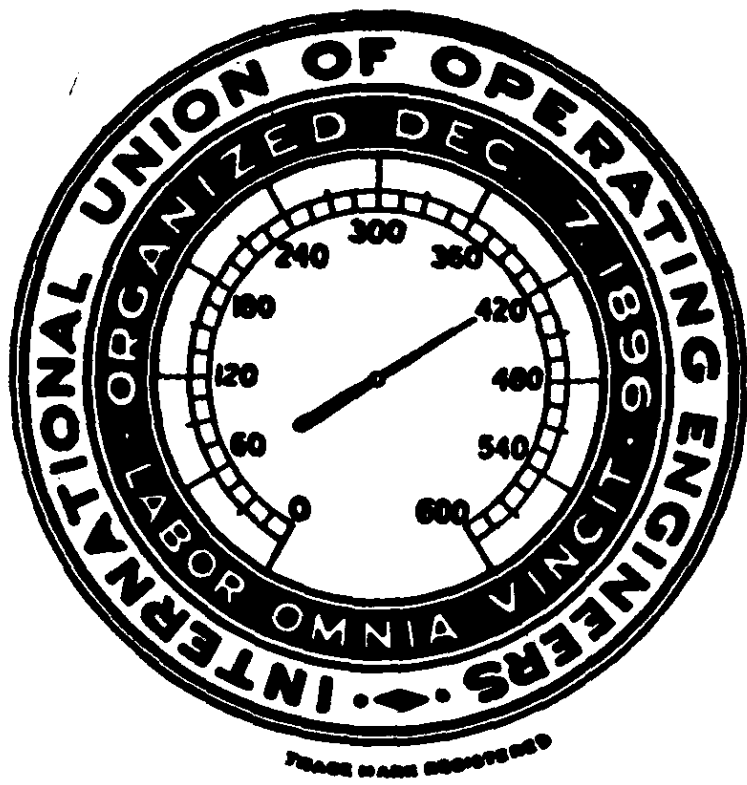
Local Union No. 825, 825-A, 825-B, 825-C, 825-D, 825-R, 825-RH

BRANCH OFFICE
6 WESLEY COURT
MIDDLETOWN, NEW YORK 10941
AREA CODE 845
692-0101
FAX 1-845-692-0147

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65 SPRINGFIELD AVENUE
SPRINGFIELD, N.J. 07081
(973) 921-1900
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BRANCH OFFICE
5 ALLISON DRIVE
CHERRY HILL, NEW JERSEY 08003
AREA CODE 856
424-0590
FAX 1-856-424-0914

7/1/2002 - 6/30/2005



EMPLOYER'S NAME

KENNETH P. CAMPBELL
Business Manager

PETER STRANNEMAR
President

JOSEPH WHITTLES
Recording-Corresponding Secretary

Jurisdiction

Entire State of New Jersey plus Delaware, Ulster, Sullivan,
Rockland and Orange Counties in New York State



Agreement

This AGREEMENT entered into by and between

hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local Union 825, 825A, 825B, 825C, 825D, 825R, & 825RH, hereinafter referred to as the "Union."

This Agreement shall bind all Subcontractors while working for an Employer at the job site who is a party to this Agreement. Any Employer who sublets any of his work must sublet the same, subject to all the terms and conditions of this Agreement.

The Employer agrees that he will not Subcontract any of his work at the job site, which is covered by the terms of this Collective Bargaining Agreement, to any Subcontractor, unless said Subcontractor agrees in writing to perform said work subject to all terms and conditions of this Agreement between the Employer and the Union, including an Agreement to submit work jurisdictional disputes for determination as provided below.

The parties hereto agree to make all assignments of work covered by this Collective Bargaining Agreement to the Employees covered hereunder.

All other assignments of work not specifically covered herein shall be made in accordance with Article IX, Section 1(b) of the procedures set forth in the Green Book or any official publication of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

Where a jurisdictional work dispute arises, any party feeling aggrieved may file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for a job decision, which decision shall be binding on all parties involved.

In the event the Employer does not comply with these provisions, it shall be considered a breach of this Collective Bargaining Agreement and the Union shall have the option to call for a work stoppage, when not prohibited by law.

The Employer recognizes the Union as the sole exclusive bargaining agent for all the Employees engaged in the operation of power equipment as herein specified, used in the construction, alteration and repair of buildings, structures, bridges, bridge approaches, viaducts, shafts, tunnels, subways, foundations, streets, highways, sewers, sewage disposal plants, filtering plants, incinerators, piers, docks, dams, dredging, port works, river and harbor improvements, pipelines, pipeline water crossings, temporary pipe fittings, sinking of wellpoints, all piping in connection with wellpoints, burning and welding, installing, repairing and maintaining of all equipment, fitting up, dismantling, repairing and maintaining and operating of machinery when done on the job, and such other work as by custom has been performed by workmen in the fields of construction outlined in Article I, under the supervision of the Lead Engineer or Foreman Engineer and line and grade work with topological field parties under the direction of a Party Chief.

A. Excluding warranty work on new equipment done by Manufacturers Equipment Shops under contract to this local Union, under the supervision of the Lead Engineer.

This Agreement shall govern rates of pay, hours and working conditions on all phases of construction work indicated herein within the State of New Jersey. To the extent that the undersigned Employer is engaged in the performance of work of a type covered by this Agreement in the State of New York, it is agreed that the Employer will abide by all the terms and conditions of the current agreement (Independent), which has been negotiated and established with this Local Union in Delaware, Ulster, Orange, Sullivan and Rockland Counties of New York.

ARTICLE I

A. HIGHWAY, ROAD, STREET AND SEWER CONSTRUCTION AND GRADING AND PAVING WORK (OTHER THAN BI-STATE PROJECTS)

Defined as all phases of work pertaining thereto, including overpasses, underpasses, bridges, except pile driving, bridge alterations, sewer and water pipelines, or any other pipeline work, oilstatic high voltage underground cable lines and transportation mainline pipelines, duct lines, street grading, drainage curb setting, sidewalks, grade separations, land improvement, site clearing, grading and paving, resurfacing and repaving (excepting bi-state pipelines, water crossings, bridges and tunnels). It is understood and agreed that any excavation, embankment, grading, paving, and drainage around and adjacent to all bridge structures shall be included in this category.

B. HEAVY CONSTRUCTION WORK

Heavy Construction is defined as: construction and alteration of Oil Refineries, Power Plants, Chemical Plants, Sewage Disposal Plants, Filtering Plants, Incinerators, Atomic Energy Plants, Missile Bases, all work performed under compressed air, airports, foundations, pile driving, piers, abutments, retaining walls, viaducts, water crossings pertaining to pipe line work, shafts, tunnels, subways, track elevations, elevated highways, resurfacing work on bi-state bridges and tunnels, reclamation projects, sanitation projects, aqueducts, irrigation projects, water power development, hydroelectric, development, transmission lines, locks, dams, dikes, docks, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, off-shore terminals, power plants and other installations, excavation and disposal of earth, garbage and rock projects in connection with the above, and any other bridges and drainage structures, including the assembly, operation and maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

C. BUILDING CONSTRUCTION WORK

Building Construction is defined as construction of

ARTICLE I (continued)

building structures, including modifications thereof, or additions or repair thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and excavation and foundations for building construction.

D. OILOSTATIC CABLES AND TRANSPORTATION MAINLINE PIPE LINES (Including testing)

Oilostatic high voltage underground cables and transportation mainline pipe lines are defined as all phases of work pertaining to oilostatic high voltage underground cable lines and transportation mainline pipe lines, the construction, installation, treating, reconditioning, testing, taking-up, re-laying or relocation of cross-country pipe lines, or any segments thereof transporting coal, gas, oil, water, or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries, up to the first metering station or connection, as well as gathering lines which connect directly from the wells to the mainline pipe lines and gathering lines to or from gasoline extraction and gas dehydration plants and water flood lines up to the first metering station or connection are likewise included.

The phrase, "first metering station or connection," means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. **If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipe lines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.**

E. SEWER CONSTRUCTION WORK

Sewer Construction is defined as construction, repair and alteration of storm sewers, sanitary sewers, combined storm sewers, and sanitary sewers, telephone, gas and electric, fiber optics, (excluding drainage systems and telephone, gas, and electric and fiber optic lines that are part of overall road, street and highway construction, or heavy construction or building work), and pump station with a cost of not in excess of nine million dollars (\$9,000,000.00). Sewer Agreement manning will apply to all projects eight million (\$8,000,000.00) or less. Outfalls are considered heavy construction work.

F. TANK ERECTORS, DOCK BUILDERS, AND STEEL ERECTORS' AGREEMENTS (Where working with Ironworkers, Boilermakers or Dockbuilders)

It is mutually agreed that where work performed is covered by the Tank Erectors, Dock Builders and Steel Erectors' Agreements, the rates of the appropriate agreement will govern and apply.

Tank Erectors and Dock Builders will notify the Union five (5) work days prior to the start up of any job within the jurisdiction of this Local Union.

Where Employees covered hereunder are working with any other craft using or handling "iron" or "steel" materials or components used in construction, the rates of the Structural Steel Agreement shall apply. The work of unloading "iron" or "steel" to be used in construction shall

be done by the Employees covered hereunder.

ARTICLE II HIRING HALL PROCEDURE

1. The Union shall establish and maintain an open employment list for the employment of workmen. Such list shall be established and maintained on a non-discriminatory basis, without regard to race, color, religion, sex, or national origin, and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation or union membership, policies or requirements.
2. Whenever desiring to employ workmen, the Employer shall call upon the Union for any workmen as the Employer may, from time to time need, and the Union shall refer such workmen from the open employment list. The Employer shall give the Union twenty-four (24) hours notice when requiring the services of a workman covered hereunder, said notice time to be exclusive of Saturday, Sunday and Holidays.
 - a) In notifying the Union of its need for workers, the Employer shall specify to the Union: (1) the number of workers required, (2) the location of the project, (3) the nature and type of construction involved, (4) the work to be performed, and (5) such other information as may be necessary to enable the Union to make proper referral of applicants.
 - b) When an Employer states requirements for special skills or abilities in his request for Employees, the Union shall refer the first applicant on the register possessing such skills and abilities.
3. The employer shall retain the absolute and unconditional right to reject any workman referred by the Union not possessing the requisite work qualifications, or special skills and abilities, since the Union is not to be deemed to guarantee same. However, in no case shall a referred workman be rejected without just cause. Any workman who is rejected by the Employer with just cause, shall be restored to his place on the list.
4. All members and registrants on hiring hall lists must personally register and be properly identified and photographed.
5. Recognizing that many older workers are restricted in the operation of heavy construction equipment by reason of technical advances and/or physical handicaps which do not, however, prevent them performing usefully and well, certain functions of the operating engineers' craft, and with a view towards maintaining a source of employment for persons falling in this category, the hiring hall will maintain a "Limited Preferred Status List," from which dispatch will be made for maintenance and operation of welding machines, compressors, elevators, house cars, generators, pumps, temporary heating equipment, conveyors and tuggers.

In order to qualify for referral from this list, the following criteria must be met:

ARTICLE II (continued)

- (a) The member or registrant must voluntarily submit his name for inclusion on the list for a minimum period of six (6) months and during this time will not be eligible for referrals except as to equipment under the "Limited Preferred Status List."
 - (b) The member or registrant on the "Limited Preferred Status List" must be at least fifty-five (55) years of age and have had twenty years of experience in the industry as evidenced by his continuing availability on the Hiring Hall List, or in lieu thereof:
 - (c) A person on the "Limited Preferred Status List" must have a bonafide physical handicap with proof thereof being submitted to the satisfaction of the Executive Board of Local Union 825, which handicap would unduly restrict his capacity to operate equipment other than that on the "Limited Preferred Status List."
 - (d) In view of the restriction on employment of those on the "Limited Preferred Status List" to the equipment specified herein, contractors may not request an Employee by name on this list.
 - (e) In the event that the "Limited Preferred Status List" is exhausted and no one is available therefrom for employment, a registrant or member from the general hiring hall list may be referred to a job normally filled by a person from the "Limited Preferred Status List."
6. When a man is referred from the hiring hall for employment, he shall continue to retain his position at the top of the hiring hall list, until he has completed one hundred and twenty (120) hours of employment, after which time his name shall be re-registered in proper position as of the date of notification to the hiring hall of his availability.
 7. In order that the hiring hall list may correctly reflect the availability of registrants, each member and registrant must present himself in person at least once a year to the hiring hall dispatcher for review of his registration card.
 8. Registration cards will contain information as to the equipment that the registrant can operate and his experience in such operation. If a registrant has been discharged by two or more Contractors because of alleged inability to operate the equipment, the equipment in question will be removed from his hiring hall card, and he will not be dispatched on that equipment. If the registrant wishes to appeal the removal of the equipment from his card, he may request an opportunity to demonstrate his ability to the Local Union Examining Committee, at the Training Site.
 9. The dispatcher in making referrals from the hiring hall, based in part on an Employer's request to reemploy a man who is available and who has had "recent employment," shall not consider employment as "recent," unless it was within the preceding one hundred and twenty (120) days from the date of request, exclusive of winter layoffs.
 10. Unless otherwise provided by the Collective Bargaining Agreement with the Local Union, no person dispatched from the hiring hall will operate any machine or equipment other than those to which he was originally assigned to on referral, without approval of the hiring hall.
 11. When the machine or equipment to which a man was referred is moved to a different job or shut down, the operator must notify the hiring hall.
 12. No person selected for referral from the hiring hall will be allowed to refuse a job without just cause. Two such refusals without just cause will result in his displacement to the bottom of the hiring hall list.
 13. It shall be the privilege of members and registrants to place their names on any one, or all, of the hiring hall lists maintained at the various Union offices throughout the jurisdiction of Local 825.
 14. Upon request of a member or registrant, the hiring hall dispatcher shall inform him of his present position on the hiring hall referral list. If the member or registrant believes that his placement on the list is improper and discriminates against him with reference to a possible job referral, he shall have the right to review his position on the list. If the member or registrant continues to believe his placement on the list was improper or discriminatory he may file a claim pursuant to Section 15, of these rules.
 15. Any member or registrant on the employment list who makes written claim that he has been discriminated against in violation of his rights under the Labor Management Relations Act of 1947, as amended by exclusion from a job referral, shall have the right to an immediate appeal to a Joint Board consisting of two (2) members of the Union and two (2) representatives of the Employer, who shall be respectively designated upon the signing of the Collective Bargaining Agreement. Voting by members of the Joint Board shall be on a unit basis. In case the Joint Board fails to reach a unanimous decision, the claim shall be submitted expeditiously to an impartial umpire, to be agreed upon by the Joint Board herein created, whose decision shall be binding and conclusive.

The Claim of any member or registrant who feels that he has been discriminated against must be filed in writing with the Union ten (10) days from the date of the alleged discriminatory practice, in order to entitle him to the benefits of the appeal procedure hereinbefore set forth.
 16. The cost and expense of establishing and maintaining the open list and of referrals therefrom, shall be borne by all of the registrants thereon. In the case of registrants, who are not members of the Union, their share of such costs and expenses shall not exceed a sum equal to the pro-rata share of the cost and expenses of operating the employment list and the referrals therefrom, which is being borne by members of the Union from the payment of union dues. After seven (7) days from the date of this Agreement or of the date of registry on the list, whichever is later, registrants shall incur the obligation of making quarterly payments of their share of such cost and expenses. Failure of a registrant to make pay-

ARTICLE II (continued)

ment of such cost and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.

17. A registrant must have maintained his permanent residence in the geographical area of the entire State of New Jersey and the five Southern Counties of New York (Delaware, Ulster, Orange, Sullivan and Rockland) for a period of one (1) year, or, who having had a permanent home in the area, has temporarily left with the intention of returning to this area as his permanent home.

All references in the foregoing Hiring Hall Rules, to the masculine gender, shall be deemed to include the feminine gender.

ARTICLE III CONDITIONS OF EMPLOYMENT OF REGISTERED INDENTURED APPRENTICES

1. A Registered Indentured Heavy Equipment Operator Apprentice may be employed on any job that has a minimum of 10 pieces of grading, paving or excavating equipment or five (5) Operating Engineers on the job operating the same types of equipment and having additional pieces of similar type available for the Apprentices to be assigned to.

A Registered Indentured Heavy Duty Mechanic Apprentice may be employed on any job that has a Journeyman Mechanic.

A Registered Indentured Field Engineer Apprentice may be employed on any job that has a Survey Crew.

However, the Employer may request a Registered Indentured Apprentice, even though he does not meet these job requirements, provided that the Joint Apprenticeship Training Committee is satisfied that proper training is available for the Registered Indentured Apprentice on the job site.

2. It will be the option of the contractor to select the on-job equipment within the categories of the Registered Apprentice so as not to interfere with job continuity.
3. All on-the-job training will be the responsibility of the designated Journeyman Engineer. A written progress report will be submitted at the end of each work week. This report will be signed by the Registered Apprentice, Contractor Representative and designated Journeyman Engineer responsible for the on-the-job training. In addition a representative of the Joint Apprenticeship Training Committee will make an on-the-job inspection and interview once a month. A report of the progress will be submitted to both the Contractor and Joint Apprenticeship Committee.
4. The placement of the Registered Indentured Apprentice will be accomplished by a joint effort of Local 825, J.A.T.C. and the job Contractor.
5. The Registered Indentured Apprentice shall be subject to all terms and conditions of this collective bargaining Agreement.

A Registered Indentured Heavy Equipment Operator Apprentice wage rate will be as follows:

- 1st year—60% of the Journeyman's wage for the piece of equipment he is operating
- 2nd year—70% of the Journeyman's wage for the piece of equipment he is operating.
- 3rd year—80% of the Journeyman's wage for the piece of equipment he is operating.
- 4th year—90% of the Journeyman's wage for the piece of equipment he is operating.

A Registered Indentured Heavy Duty Mechanic Apprentice wage rate will be as follows:

- 1st year— 60% of the Journeyman Mechanic's wage.
- 2nd year—70% of the Journeyman Mechanic's wage.
- 3rd year— 80% of the Journeyman Mechanic's wage.
- 4th year— 90% of the Journeyman Mechanic's wage.

A Registered Indentured Field Engineer Apprentice wage rate will be as follows:

- 1st year— 70% of the Rod/Chainman's wage.
- 2nd year—75% of the Rod/Chainman's wage.
- 3rd year— 80% of the Transit/Instrumentman's wage.
- 4th year— 90% of the Transit/Instrumentman's wage.

All fringe benefit contributions shall be made as set forth in this Collective Bargaining Agreement.

ARTICLE IV HOURS OF WORK, WAGES AND WORKING CONDITIONS THERETO

1. **WORKING HOURS:** On all work except Highway, Road, Street and Sewer construction, 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M., unless by mutual agreement with the other crafts, when the working hours shall be from 8:00 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M. All time prior to 8:00 A.M. and after regular quitting time worked, including noon hour meal-time, shall be paid for at the overtime rate applicable.
 - (a) On Highway, Road, Street and Sewer construction, the Employer and the Union by mutual agreement shall designate the starting time for Employees hereunder, at which time pay shall commence including waiting time; and the eight hours per day shall commence from such designated starting time.
 - (b) On all types of construction, for the convenience of the Employees and the Employer, the regularly designated starting time may be changed by mutual agreement with the Union Business Manager and the eight hour day shall commence at that time.
2. **STRAIGHT TIME:** Eight hours per day, forty hours per week: Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified herein.
3. **WAGES:** Wages shall be paid in currency weekly on the job where men are employed on or before quitting time on Friday afternoon. If discharged for any reason during

ARTICLE IV (continued)

the week, the men shall be paid at once and are entitled to full wages until paid. Where proper arrangements can not be made to pay in currency, Employees may be paid by check subject to the approval of the Union.

When Employees are discharged or laid off, they shall be allowed one-half hour's time to gather tools and other personal belongings and shall be paid in full all wages due them at the time of discharge, one-half hour before discharge. If Employees are required to work up to regular quitting time, they shall be paid one-half hour overtime at the overtime rate.

JOB CLASSIFICATIONS AND RATES OF WAGES

It is agreed that the rates of wages for all Employees covered by this Agreement are listed in the following schedules.

It is understood that the classifications listed hereunder are not all inclusive and ALL AND SIMILAR TYPES of equipment are included herein at applicable rates of pay by reference hereto in all types of construction.

Guaranteed forty (40) hour week. Eight hours per day, Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified.

HIGHWAY, ROAD, STREET, SEWER, BUILDING & HEAVY CONSTRUCTION

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective July 1, 2002.

CLASS "A"

HOURLY RATE \$33.37

(40 HOUR) WEEKLY RATE \$1,334.80

CRANES, Derricks, Pile Drivers (all types), with 100 ft. boom (including jib and/or leads) up to 139 feet.

CLASS "A"

HOURLY RATE \$33.62

(40 HOUR) WEEKLY RATE \$1,344.80

CRANES, Derricks, Pile Drivers (all types), with 140 ft. boom (including jib and/or leads) and over.

CLASS "A"

HOURLY RATE \$32.87

(40 HOUR) WEEKLY RATE \$1,314.80

AUTOGRADE-COMBINATION SUBGRADER, BASE MTL. SPREADER AND BASE TRIMMER (CMI and Similar Types)

AUTOGRADE-PAVEMENT-PROFILER (CMI and Similar Types)

AUTOGRADE-PAVEMENT PROFILER AND RECYCLE TYPE (CMI and Similar Types)

AUTOGRADE PLACER-TRIMMER SPREADER—COMBINATION (CMI and Similar Types)

AUTOGRADE-SLIPFORM PAVER (CMI and Similar Types)

BACKHOE

CENTRAL POWER PLANTS (All Types)

CONCRETE PAVING MACHINES

CRANES (All Types, including Overhead and Straddle Traveling Type)

CRANES, Gantry

DERRICKS (Land, Floating or Chicago Boom Type)

DRILLMASTER, QUARRYMASTER (Down the Hole Drill)

Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill

DRAGLINES

ELEVATOR GRADERS

FRONT END LOADERS (5 yds. and over)

GRADALLS

GRADER, Rago

HELICOPTERS, Co-Pilot

HELICOPTERS, Communications Engineer

LOCOMOTIVE (Large)

MUCKING MACHINES

PAVEMENT AND CONCRETE BREAKER, i.e.,

Superhammer and Hoe Ram

PILE DRIVER, length of Boom including length of leads shall determine premium Rate Applicable

ROADWAY SURFACE GRINDER

SCOOPER (Loader and Shovel)

SHOVELS

TREE CHOPPER with Boom

TRENCH MACHINES (Cable plow)

TUNNEL BORING MACHINES

CLASS "A"

HOURLY RATE \$34.69

(40 HOUR) WEEKLY RATE \$1,387.60

HELICOPTERS—Pilot

HELICOPTERS—Engineer

CLASS "B"

HOURLY RATE \$31.28

(40 HOUR) WEEKLY RATE \$1,251.20

"A" FRAME

BACKHOE (Combination)

BOOM ATTACHMENT ON LOADERS (Rate based on size of Bucket) Not applicable to Pipehook.

BORING AND DRILLING MACHINES

BRUSH CHOPPER, SHREDDER AND TREE

SHREDDER, TREE SHEARER

CABLEWAYS

CARRYALLS

CONCRETE PUMP

CONCRETE PUMPING SYSTEM, PUMP-CONCRETE AND SIMILAR TYPES

CONVEYORS, 125 ft. and over

DRILL DOCTOR (duties include Dust Collector, Maintenance)

ARTICLE IV (continued)

FRONT END LOADERS (2 yds. but less than 5 yds.)
GRADERS (Finish)
GROOVE CUTTING MACHINE (Ride on Type)
HEATER PLANER
HOISTS: (All type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type). Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist."
HYDRAULIC CRANES—10 Tons and Under
HYDRO-AXE
HYDRO-BLASTER
JACKS, Screw Air Hydraulic Power Operated Unit or Console Type (not Hand Jack or Pile Load Test Type)
LOG SKIDDER
PANS
PAVERS (all) Concrete
PLATE and FRAME FILTER PRESS
PUMPCRETE MACHINES, SQUEEZE CRETE AND CONCRETE PUMPING (regardless of size)
SCRAPERS
SIDE BOOMS
"STRADDLE" CARRIER, Ross and similar types
VACUUM TRUCK
WINCH TRUCKS (Hoisting)

CLASS "C"

HOURLY RATE \$29.37

(40 HOUR) WEEKLY RATE \$1,174.80

ASPHALT CURBING MACHINE
ASPHALT PLANT ENGINEER
ASPHALT SPREADER
AUTOGRADE TUBE FINISHER AND TEXTURING MACHINE (CMI and Similar Types)
AUTOGRADE CURECRETE MACHINE (CMI and Similar Types)
AUTOGRADE CURB TRIMMER, AND SIDEWALK, SHOULDER, SLIPFORM (CMI and Similar Types)
BAR BENDING MACHINES (Power)
BATCHERS, BATCHING PLANT AND CRUSHER ON SITE
BELT CONVEYOR SYSTEMS
BOOM TYPE SKIMMER MACHINES
BRIDGE DECK FINISHER
BULLDOZERS (All)
CAR DUMPERS (Railroad)
CHIEF OF PARTY
COMPRESSOR AND BLOWER TYPE UNITS (Used independently or mounted on Dual Purpose Trucks, on Job Site or in conjunction with Job Site, in Loading and unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials)
*COMPRESSOR (2 or 3 in Battery)
***CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR
CONCRETE SAWS AND CUTTERS—Ride on Type
CONCRETE SPREADERS, HETZEL, REXOMATIC and Similar Types
CONCRETE VIBRATORS
CONVEYORS, Under 125 ft.
CRUSHING MACHINE
DIRECTIONAL BORING MACHINE
DITCHING MACHINE, Small (Ditchwitch, Vermeer or

Similar Type)
DOPE POTS (Mechanical with or without pump)
DUMPSTERS
ELEVATOR
FIREMAN
FORK LIFTS (Economobile, Lull and similar types of equipment)
FRONT END LOADERS (1 yd. and over but less than 2 yds.)
*GENERATORS (2 or 3 in Battery)
GIRAFFE GRINDERS
GRADERS AND MOTOR PATROLS
GROUT PUMP
GUNNITE MACHINES (Excluding Nozzle)
HAMMER VIBRATORY (in conjunction with Generator)
***HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN
HOISTS—(Roof, Tugger, Aerial Platform Hoist and House Cars)
HOPPERS
HOPPER DOORS (Power Operated)
**HYDRO-BLASTER
LADDERS (Motorized)
LADDERVATOR
LOCOMOTIVE, Dinky Type
MAINTENANCE, Utility Man
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN
MECHANICS
MIXERS (Excepting Paving Mixers)
MOTOR PATROLS AND GRADERS
PAVEMENT BREAKERS, Small, Self-Propelled Ride on Type (also maintains Compressor or Hydraulic Unit)
PAVEMENT BREAKER, Truck Mounted
PIPE BENDING MACHINE (Power)
PITCH PUMP
PLASTER PUMP (Regardless of size)
POST HOLE DIGGER (Post Pounder and Auger)
ROD BENDING MACHINES (Power)
ROLLER, Black Top
SCALES (Power)
SEAMAN PULVERIZING MIXER
SHOULDER WIDENER
SILOS
SKIMMER MACHINES (Boom Type)
STEEL CUTTING MACHINES, Services and Maintains
TAM ROCK DRILL
TRACTORS
CAPTAIN (Power Boats)
TUG MASTER (Power Boats)
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN
***VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN
VIBRATING PLANTS (Used in conjunction with Unloading)
WELDER AND REPAIR MECHANICS
*Within 100 ft.
**Where required
***When used for decontamination and remediation

CLASS "D"

HOURLY RATE \$27.74

(40 HOUR) WEEKLY RATE \$1,109.60

BROOMS AND SWEEPERS

ARTICLE IV (continued)

CHIPPERS
COMPRESSOR (Single)
CONCRETE SPREADERS (Small Type)
CONVEYOR LOADERS (Not including Elevator Graders)
ENGINES, Large Diesel (1620 H.P.) and Staging Pump
FARM TRACTORS
FERTILIZING EQUIPMENT (Operation and Maintenance of)
FINE GRADE MACHINE (Small Type)
FORM LINE GRADERS (Small Type)
FRONT END LOADER (Under 1 yd.)
GENERATOR (Single)
GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
HEATERS (Nelson or other type including Propane, Natural Gas or Flowtype Units)
LIGHTS, Portable Generating Light Plants
MIXERS, Concrete Small
MULCHING EQUIPMENT (Operation and Maintenance of)
OFF ROAD BACK DUMP
PUMPS (2 or less than 4 inch suction)
PUMPS (4 inch suction and over including Submersible Pumps)
PUMPS (Diesel Engine and Hydraulic) immaterial of Power
ROAD FINISHING MACHINES (Small Type)
ROLLERS, Grade, Fill or Stone Base
SEEDING EQUIPMENT (Operation and Maintenance of)
SPRINKLER and WATER PUMP TRUCKS (Used on Job Site or in conjunction with Job Site)
STEAM JENNIES and BOILERS, irrespective of use
STONE SPREADER
TAMPING MACHINES, Vibrating Ride On
TEMPORARY HEATING PLANT (Nelson or other type, including Propane, Natural Gas or Flow Type units)
WATER AND SPRINKLER TRUCKS (Used on Job Site or in conjunction with Job Site)
*WELDING MACHINES (Gas, Diesel, and/or Electric Converters of any type, Single; 2 or 3 in Battery)

WELDING SYSTEM, Multiple (Rectifier Transformer Type)
WELLPOINT SYSTEMS (Including Installation by Bull Gang and Maintenance of)
*Within 100 feet

CLASS "E"

HOURLY RATE \$26.03

(40 HOUR) WEEKLY RATE \$1,041.20

ASSISTANT ENGINEER/OILER
*DRILLERS HELPER
MAINTENANCE APPRENTICE (Deck Hand)
MAINTENANCE APPRENTICE (Oiler)
MECHANICS HELPER
TIRE REPAIR AND MAINTENANCE
TRANSIT/INSTRUMENT MAN
*When used for water/geothermal/monitoring wells

HOURLY RATE \$23.45

(40 HOUR) WEEKLY RATE \$938.00

ROD/CHAINMAN

HOURLY RATE \$33.61

(40 HOUR) WEEKLY RATE \$1,344.40

LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (minimum)

Effective 7/1/2003 through 6/30/2004 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

Effective 7/1/2004 through 6/30/2005 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

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OILOSTATIC MAINLINES & TRANSPORTATION PIPE LINES

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and the Weekly Rate and are effective **July 1, 2002**.

CLASS "A"

HOURLY RATE \$34.00

(40 HOUR) WEEKLY RATE \$1,360.00

CRANES, Derricks, Pile Drivers (all types), with 100 ft. boom (including jib and/or leads) up to 139 ft.

CLASS "A"

HOURLY RATE \$34.25

(40 HOUR) WEEKLY RATE \$1,370.00

CRANES, Derricks, Pile Drivers (all types), with 140 ft. boom (including jib and/or leads) and over.

CLASS "A"

HOURLY RATE \$33.50

(40 HOUR) WEEKLY RATE \$1,340.00

BACKHOE
CRANES (All Types)
DRAGLINES
FRONT END LOADERS (5 yds. and over)
GRADALLS
HELICOPTERS—Co-Pilot
HELICOPTERS—Communications Engineers
SCOOPER (Loader and Shovel) Koehring
TRENCH MACHINES (Cable plow)

CLASS "A"

HOURLY RATE \$35.43

(40 HOUR) WEEKLY RATE \$1,417.20

HELICOPTER—Pilot/Engineer

CLASS "B"

HOURLY RATE \$31.85

(40 HOUR) WEEKLY RATE \$1,274.00

"A" FRAME
BACKHOE (combination hoe loader)
BORING AND DRILLING MACHINES

ARTICLE IV (continued)

DITCHING MACHINE, small, (Ditchwitch, Vermeer or similar type)
FORK LIFTS
FRONT END LOADERS (2 yds. but less than 5 yds.)
GRADERS, Finish (fine)
HYDRAULIC CRANES—10 Tons and under (Over 10 tons crane rate applies)
SIDE BOOMS
VACUUM TRUCK
WINCH TRUCKS (Hoisting)

CLASS "C"
HOURLY RATE \$29.71
(40 HOUR) WEEKLY RATE \$1,188.41

BACKFILLER
BROOMS and SWEEPERS
BULLDOZERS
CHIEF OF PARTY
COMPRESSORS (2 or 3 in Battery)
***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR
FRONT END LOADERS (Under 2 yds.)
GENERATORS
GIRAFFE GRINDERS
GRADERS AND MOTOR PATROLS
***HEAVY EQUIPMENT ROBOTICS, OPERTAOR/TECHNICIAN
***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN
MECHANIC
PIPE BENDING MACHINE (Power)
TRACTORS
WATER and SPRINKLER TRUCKS—used on job site or in conjunction with job site
WELDER and REPAIR MECHANIC
CAPTAIN (Power Boats)
***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN
***VACUUM BLASTING MACHINE OPERATOR/MAINTENANCE TECHNICIAN
TUG MASTER (Power Boats)
***When used for decontamination and remediation

CLASS "D"
HOURLY RATE \$28.21
(40 HOUR) WEEKLY RATE \$1,128.40

COMPRESSOR, (single)

DOPE POTS (Mechanical with or without pump)
DUST COLLECTORS
FARM TRACTORS
OFF ROAD BACK DUMP
PUMPS (4 inch suction and over)
PUMPS (2 or less than 4 inch suction)
PUMPS, DIESEL ENGINE and HYDRAULIC (immaterial of power)
WELDING MACHINES, gas or electric convertors of any type—single
WELDING MACHINES, gas or electric convertors of any type—2 or 3 in battery multiple welders
WELLPOINT SYSTEMS (Including installation and maintenance)

CLASS "E"
HOURLY RATE \$26.49
(40 HOUR) WEEKLY RATE \$1,059.60

ASSISTANT ENGINEER/OILER
*DRILLERS HELPER
TRANSIT/INSTRUMENT MAN
GREASE, GAS, FUEL and OIL SUPPLY TRUCKS
MAINTENANCE APPRENTICE (Oiler)
MECHANICS HELPER
TIRE REPAIR and MAINTENANCE
MAINTENANCE APPRENTICE (Deckhand)
*When used for water/Geothermal/Monitoring Wells

HOURLY RATE \$34.29
(40 HOUR) WEEKLY RATE \$1,371.60
LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (minimum)

HOURLY RATE \$23.79
(40 HOUR) WEEKLY RATE \$951.60
ROD/CHAINMAN

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TANK ERECTION

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and Weekly Rate and are **Effective July 1, 2002**.

CLASS "A"
HOURLY RATE \$35.36
(40 HOUR) WEEKLY RATE \$1,414.40
OPERATING ENGINEERS—On all Cranes, Derricks, etc. with Booms including jib, 140 ft. or more above the ground.

CLASS "A"
HOURLY RATE \$34.52
(40 HOUR) WEEKLY RATE \$1,380.80
OPERATING ENGINEERS—On all equipment, including Cranes, Derricks, etc. with Booms including jib, less than 140 ft. above the ground; (See Article V-1 of Agreement)

ARTICLE IV (continued)

CLASS "A"

HOURLY RATE \$34.80

(40 HOUR) WEEKLY RATE \$1,392.00

LEAD ENGINEER, FOREMAN OR SAFETY ENGINEER

CLASS "A"

HOURLY RATE \$36.00

(40 HOUR) WEEKLY RATE \$1,440.00

HELICOPTER—Pilot Engineers

CLASS "A"

HOURLY RATE \$34.69

(40 HOUR) WEEKLY RATE \$1,387.60

HELICOPTER—Co-Pilot

HELICOPTER—Communications Engineer

CLASS "B"

HOURLY RATE \$32.43

(40 HOUR) WEEKLY RATE \$1,297.20

ALL EQUIPMENT COVERED UNDER ARTICLE

V-2

Air Compressors, welding machines and generators are defined as and cover: gas, diesel, or electric driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair and dismantling of tanks and all "dual purpose" trucks used on the construction job site or in the loading or unloading of materials, at the construction job site, or in conjunction with the job site. Employees covered hereunder shall man and operate such permanent plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid at the rate of wages applicable to the classification of work in which he is employed.

VACUUM TRUCK

CLASS "C"

HOURLY RATE \$29.97

(40 HOUR) WEEKLY RATE \$1,198.80

CHIEF OF PARTY

***CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR**

***HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN**

***MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN**

***ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN**

***VACUUM BLASTING MACHINE**

OPERATOR/MAINTENANCE TECHNICIAN

***When used for decontamination and remediation**

CLASS "D"

HOURLY RATE \$28.72

(40 HOUR) WEEKLY RATE \$1,148.80

OFF ROAD BACK DUMP

CLASS "E"

HOURLY RATE \$27.22

(40 HOUR) WEEKLY RATE \$1,188.80

***DRILLERS HELPER**

OILER/ASSISTANT ENGINEER

***When used for water/Geothermal/Monitoring Wells**

HOURLY RATE \$26.03

(40 HOUR) WEEKLY RATE \$1,141.20

TRANSIT/INSTRUMENT MAN

HOURLY RATE \$23.45

(40 HOUR) WEEKLY RATE \$938.00

ROD/CHAINMAN

Effective 7/1/2003 through 6/30/2004 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

Effective 7/1/2004 through 6/30/2005 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

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STEEL ERECTION (With Ironworkers or Boilermakers)

The following Equipment Classification Schedule has been negotiated and is the Jurisdiction of the Operating Engineers.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

The Job Classifications listed below include the Hourly Rate and Weekly Rate and are Effective July 1, 2002.

CLASS "A"

HOURLY RATE \$35.64

(40 HOUR) WEEKLY RATE \$1,425.60

CRANES,—(all cranes, land or floating with booms including jib, 140 ft. and over, above ground)

DERRICKS—(all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground)

HELICOPTER—Co-Pilot

HELICOPTER—Communications Engineer

CLASS "A"

HOURLY RATE \$34.73

(40 HOUR) WEEKLY RATE \$1,389.20

CRANES—(all cranes, land, or floating with booms including jib, less than 140 ft. above ground)

DERRICKS—(all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground)

CLASS "A"

HOURLY RATE \$36.50

(40 HOUR) WEEKLY RATE \$1,460.00

HELICOPTER—Pilot

HELICOPTER—Engineer

ARTICLE IV (continued)

CLASS "B"

HOURLY RATE \$32.44

(40 HOUR) WEEKLY RATE \$1,297.60

"A" FRAME

CHERRY PICKERS, 10 tons and under

HOISTS: all type hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago Boom Type

JACKS—screw air hydraulic power operated unit or console type (not hand jack or pile load test type)

SIDE BOOMS

VACUUM TRUCK

STRADDLE CARRIER

CLASS "C"

HOURLY RATE \$29.78

(40 HOUR) WEEKLY RATE \$1,191.20

AERIAL PLATFORM USED AS HOIST

COMPRESSORS, 2 or 3 in Battery

*CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR

ELEVATORS or HOUSE CARS

CONVEYORS and TUGGER HOISTS

CHIEF OF PARTY

DIRECTIONAL BORING MACHINE

FIREMAN

FORKLIFT

GENERATORS, 2 or 3

*HEAVY EQUIPMENT ROBOTICS, OPERATOR/TECHNICIAN

MAINTENANCE—Utility Man

*MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN

ROD BENDING MACHINE (Power)

WELDING MACHINES—(gas or electric, 2 or 3 in battery, including diesels)

CAPTAIN—Power Boats

TUG MASTER—Power Boats

*ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR/MAINTENANCE TECHNICIAN

*VACUUM BLASTING MACHINE

OPERATOR/MAINTENANCE TECHNICIAN

APPRENTICE ENGINEER/OILER with either One Compressor or One Welding Machine

*When used for decontamination and remediation

CLASS "D"

HOURLY RATE \$28.25

(40 HOUR) WEEKLY RATE \$1,130.00

COMPRESSOR, Single

OFF ROAD BACK DUMP

WELDING MACHINE, Single, gas, diesel and electric converters of any type

WELDING SYSTEM MULTIPLE (Rectifier Transformer type)

GENERATOR, Single

CLASS "E"

HOURLY RATE \$26.49

(40 HOUR) WEEKLY RATE \$1,059.60

ASSISTANT ENGINEER/OILER

*DRILLERS HELPER

TRANSIT/INSTRUMENT MAN

MAINTENANCE APPRENTICE/DECKHAND

*When used for water/Geothermal/Monitoring Wells

HOURLY RATE \$34.06

(40 HOUR) WEEKLY RATE \$1,362.40

LEAD ENGINEER, FORMENA ENGINEER, SAFETY ENGINEER (minimum)

HOURLY RATE \$23.45

(40 HOUR) WEEKLY RATE \$938.00

ROD/CHAINMAN

Effective 7/1/2003 through 6/30/2004 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

Effective 7/1/2004 through 6/30/2005 there will be a \$2.00 per hour gross increase for all other classifications to be distributed at the discretion of the Union.

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WHARF & DOCK BUILDERS ASSOCIATION

For any Employee working under this Agreement, the classifications and rates are the same as the Independent Agreement, however for working conditions, refer to the Wharf & Dock Builders Agreement.

4. **OVERTIME:** Time and one-half (1½) shall apply to hours worked after eight (8) hours per day and all hours worked on Saturday.

Except as follows:

- (a) When working with other trades or local unions who receive a higher rate of overtime, the Local 825 Employee will also receive the higher overtime rate.
- (b) Time and one-half (1½) rate shall apply for all hours of overtime worked on water crossings pertaining to all bi-state pipeline work, bi-state tunnel and bi-state bridge construction, alteration or resurfacing work on bi-state projects.

All overtime will be paid at the time and one half (1½) rate Monday through Saturday. Double time (2) shall be paid for all work performed on Sundays and Holidays.

Where Saturdays, Sundays or Holidays (or days celebrated as such) are worked, the Employees covered by this Agreement shall be paid on a unit basis of an eight (8) hour day at the specified overtime rate.

5. **HOLIDAYS:** Recognized Holidays are: New Year's Day, Washington's Birthday (observed), Memorial Day, Independence Day, Labor Day, Veteran's Day (when all trades on a particular jobsite agree, the day after Thanksgiving may be substituted for Veteran's Day), Thanksgiving Day, Christmas Day, Presidential Election Day, or days celebrated as such. Holidays falling Saturday will be recognized as paid holidays. When a Holiday falls on a Saturday, the Employer has the option to either work Friday and pay Saturday as the Holiday, or not work Friday and pay for the day in lieu of the Holiday. Holidays falling on Sunday will be celebrated on

ARTICLE IV (continued)

Monday.

To be eligible for Holiday Pay, an Employee must work three (3) days of the preceeding five (5) working days before the Holiday or the working day before the Holiday and the working day after the Holiday, but in no event can an Employee who is on the Employer's payroll the work week before and after the Holiday receive Holiday Pay unless he works the working day before and the working day after the Holiday.

When an employee is working (4) ten (10) hour shifts, and if the Holiday falls during the shift and is not worked, the employee will be paid ten (10) hours.

6. **SHIFT WORK:** First shift eight (8) hours pay for eight (8) hours work at straight time; second shift eight (8) hours pay for seven and one half (7½) hours work at straight time plus ten percent (10%); third shift, eight (8) hours pay for seven (7) hours work at straight time plus fifteen percent (15%). Shift work, when performed, must continue for a period of not less than five (5) consecutive work days, Monday through Friday or a forty (40) hour week. If the shift work does not last five (5) days, the specified overtime rate shall be paid. All other time worked except Monday to Friday will be paid at the specified overtime rate.

Where there are only two shifts the first and second shifts shall be eight (8) hours work at eight (8) hours pay for each shift. In addition there is an unpaid ½ hour lunch period. The second shift shall be straight time plus 10%.

A flexible starting time of either 7:00 A.M. or 8:00 A.M., and the "Irregular" Shift Clause will apply to Highway, Road, Street and Sewer projects. An "Irregular" Shift would start from 5:00 P.M. to 12:00 A.M. The first eight (8) hours shall be at straight time rate, plus fifteen percent (15%) Monday through Friday. When working with other trades or local unions who receive a higher irregular shift differential, the Local 825 Employee will also receive the higher shift differential.

An Irregular Shift can be worked when at a Pre-Job Conference the Union and the Contractor agree to comply with the Contract documents that specify particular hours to be worked because of traffic control from Monday through Friday or on any one (1) of the five (5) regular work days when owner mandated.

When the Department of Labor does not include these shift premiums in the prevailing wage rate schedule, in the event of non-union or vertical competition, the shift work premium will be waived.

Where the bid documents and/or contract require the Employer to work restricted hours or for any other mutually agreed reason an Employer may work four (4) ten (10) hour days at the straight time rate during a week. In the event of rain when the employees are not allowed to start, ten (10) hours at the straight time rate will be paid for the day. If Friday is worked time and one half (1½) will be paid for all hours.

Shift work shall not be applied to any bi-state pipeline work or any bi-state bridge or tunnel construction, alteration, repair or resurfacing work on bi-state projects.

(a) In the event that an emergency arises on the job, such as pumping, etc., where services of engineers are required, all time prior to 8:00 A.M. and after 4:30 P.M., shall be paid at the time and one-half rate.

7. **TEMPORARY HEATING PLANTS/UNITS; WELL-POINT SYSTEMS OR PUMPS:** Where temporary heating plant/unit (including propane, natural gas or flow type units), wellpoints or pumps are working four (4) shifts of six (6) hours each, seven (7) days per week, straight time will be paid for work from Monday to Friday; time and one-half (1½) for Saturday work, and double time for Sunday and Holiday work.

The Lead Engineer or mechanic will cover the Electric Pumps on a Day Shift. If there is no Lead Engineer or Mechanic, an Operating Engineer will man the Electric Pumps.

8. **CALL OUT PAY:** Any Employee ordered out to work by the Employer who is not permitted to work shall be paid eight (8) straight time hours Monday through Friday. Any Employee ordered out to work by the Employer on a Saturday, and is sent home shall be paid four (4) straight time hours but if that Employee is not permitted to work and is required by the Employer to remain on the job past the starting time, that Employee shall receive eight (8) hours pay at the prevailing overtime rate. Any Employee ordered out to work by the Employer on a Sunday and is sent home shall be paid eight (8) straight time hours but if that Employee is not permitted to work and is required to remain on the job past the starting time, that Employee shall receive eight (8) hours pay at the prevailing overtime rate. Any Employee ordered out to work by the Employer on a Holiday shall receive eight (8) hours pay plus Holiday pay [eight (8) hours].

9. **TEMPORARY LAYOFF:** Employees temporarily laid off and reemployed within five (5) days, on the same job, on the same unit of equipment, shall be paid for the day or days preceding their re-employment. Employees temporarily laid off during the period November 15 through April 15, and re-employed within three (3) days, on the same job, on the same unit of equipment, shall be paid for the day or days preceding their re-employment. Since temporary layoff applies only to the job where the Employee had been employed, any re-employment on a new or different job or unit of employment, whether within the same five (5) day period or not, would not come under the temporary layoff clause. Temporary lay-off provisions will not apply to Back Dump Operators

10. **MIXERS AND HOISTS INCLUDING FORK LIFTS AND ECONOMOBILE:** Eight hours per day, forty hours per week: Monday to Friday inclusive, shall prevail except at start and finish of job when said Employees shall be paid on unit basis of an eight hour day unless otherwise specified herein.

11. **SNOW REMOVAL:** Shall be considered emergency work and be paid for at the straight time rate for the first eight (8) hours and time and one-half (1½) after the first eight (8) hours, except Saturday, Sunday and Holidays to be premium time as per contract. Employees covered by this paragraph are guaranteed 8 hours pay minimum.

12. **STEAM TIME:** It is understood and agreed that

ARTICLE IV (continued)

Engineers, Apprentice Engineers or Firemen getting up steam before regular starting time, shall receive one hour's pay at time and one-half rate.

13. **STACKING OF FLOORS OR SCAFFOLDS:** Engineers will not be allowed to stack scaffolds or floors with brick or other materials in quantities beyond that required for an 8 hour period, or in quantities that may lead to the laying off of an Engineer. Stacking work may start 10 minutes before the regular starting time and end 10 minutes before the regular quitting time. All other times required by these limitations shall be paid under the overtime basis applicable.
14. **DAVIS-BACON ACT** and area practice provisions must be complied with, including manning provisions (i.e., Maintenance Apprentices must be employed on all machines required by the Agreement).
15. **DEWATERING SYSTEM:** For the purposes of this Article, a Dewatering System is defined as a combination of one or more pumps of any type, size or motive power including but not limited to wellpoint, pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances, power by diesel, electric piping and/or other appurtenances, power by diesel, electric gasoline, gas or any other type of motive power to control water on any and all types of construction work.

A Dewatering System shall be operated by Employees hereunder at all times that the Dewatering system is being operated. Where more than one header is used with additional pumping facilities then a 2nd engineer will be added to service this equipment.

ARTICLE V

A. MANNING REQUIREMENTS ON OPERATIONS COVERED IN THIS AGREEMENT

1. MIXERS:

- (a) Where two small mixers of less than ½ cu. yd. Capacity without loading device attached are operated on a job on any one day, a Maintenance Engineer will be required to service and maintain said mixers.
- (b) Where a mixer of less than ½ cu. yd. capacity, without loading device attached thereto, and one or two small pumps are used on a job in any one day, the services of a Maintenance Engineer will be required to service and maintain them.
- (c) An Engineer must be employed on each mixer having a capacity of ½ cu. yd. or more whether equipped with a loader device or not.
- (d) When a Mixer of less than ½ cu. yd. capacity operates in conjunction with a Hoist, or any type of Hoisting Equipment, including Economobiles, Lulls, Hysters and Fork Lifts, add \$10.00 per week or any part thereof.

2. **MANNING REQUIREMENTS:** An Assistant Engineer/Oiler, Maintenance Engineer, or Fireman shall be employed on all power cranes, Gantry cranes, shovels,

Koehring "Scoop" (combination loader-shovel), locomotives, paving mixers, derricks, truck cranes, draglines, elevator graders, tree chopper with boom, truck mounted pavement breaker, down the hole drills, rotary drills, self-propelled hydraulic drills, self-powered drills, concrete pumping, pumpcrete and squeezecrete systems, large trenching machines, transfer or staging pumps, and on any other machine where the services of said Assistant Engineer/Oiler, Maintenance Engineer, or Fireman are necessary; including carrying of gas. Assistant Engineer/Oiler will not be required on any hydraulic backhoe, remote controlled gradalls, remote control post pounder and on all cranes seventy-five (75) tons and under according to Manufacturer's rating. All moves to be made by a Operating Engineer.

Large Locomotives shall require a Maintenance Engineer in addition to an Operating Engineer.

Where a gas or diesel drive crane with a steam boiler, gasoline or diesel driven compressor attached thereto furnishes power for any work other than the driving of piles, then an Assistant Engineer/Oiler shall be employed in addition to two Engineers.

(a) **WORK RULES:** Moves may be made on all loaders, dozers, graders, rollers, pavers, combination hoes and other miscellaneous equipment. The Operator will receive the highest wage rate classification of the machine so operated for the day.

3. **BARGE EQUIPMENT:** Manning requirements shall be based on manning practices on land for classifications of equipment included herein and manned by Employees covered hereunder on new construction.

(a) On repair work two (2) Engineers shall be employed to man a crawler or stiff leg derrick or whirley and any other equipment on the barge.

4. **CONCRETE PLANTS:** Operation, repair, maintenance and manning requirements of concrete plants will be established at a pre-job conference.

5. **TWO CONCRETE TOWERS or TWO BRICK HOISTS** shall not be operated from one Hoisting engine. An engineer shall not be shifted from one Hoisting Engine to another.

When two Concrete Towers or Brick Hoists are being operated a Maintenance Engineer shall be required.

6. **HELICOPTERS** used on construction work as defined in Article I will require a Pilot Engineer, Co-Pilot and Communications Engineer.

7. **LA TOURNEAU TANDEM (THREE [3] SECTION) SCRAPERS**—and all similar type machines require two (2) Operating Engineers plus one (1) Maintenance Engineer.

8. **MULTIPLE WELDING SYSTEM (Rectifier Transformer Type):** One Engineer shall man recifier having up to 100 leads (inclusive) and one additional Engineer for each additional 100 leads or fraction thereof.

9. PILE DRIVERS

- 1) On conventional Pile Drivers an Engineer and Fireman will be required.
- 2) With a compressor, generator, vibratory hammer, or

ARTICLE V (continued)

diesel powered hammer attached to the machine or on the ground shall require two (2) Engineers at the A rate.

10. **POWER PLANTS:** Where the Employer obtains power from a permanent or temporary unit, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or for the purposes of furnishing temporary heat for heating material or to buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto; Employees covered hereunder shall man and operate such permanent or temporary unit from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valves or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to the classification of work in which he is employed.
11. **ROAD GRADER-SPREADER-PAVER AUTOMATED COMBINATION EQUIPMENT (CMI and similar types):** Each machine shall be operated by an Engineer and two (2) Maintenance Engineers shall be employed to service equipment train.
12. **ON TEMPORARY HEAT** (including propane, natural gas or flow type heaters), wellpoint systems or pumps the services of Employees covered by this Agreement will be required.
13. **ALL TEMPORARY PIPE FITTING** on Heavy Construction work and repairing and maintenance of equipment covered herein shall be done by a Maintenance Engineer under the guidance of the Lead Engineer.
14. **TOWER TYPE AND CANTILEVER TYPE MACHINES:** Two (2) Operating Engineers shall be employed on all tower type and cantilever type machines and on all similar machines, on all projects.
15. **CRANES 150 TONS AND OVER** (Manufacturer specifications with basic boom) shall require two (2) Operating Engineers and their rates shall be determined by the boom length.
16. **ON ALL MACHINES** including Pile Drivers with booms of 100 feet and over (including jib or leads) two (2) engineers shall be employed at the regular rate of wages or one (1) Engineer and one (1) Assistant Engineer/Oiler shall be employed; this option to be left to the Business Manager. Said Engineers shall receive regular hourly rate plus:
 - 50¢ per hour on rigs with 100 foot boom (including jib) up to 139 feet
 - 75¢ per hour on rigs with 140 foot boom (including jib) and overOn all hoists where "Cat Head" or "Sheave Point" is 100 feet or over above ground level, the same differential pay and manning provisions shall apply as applicable to Booms 100 feet and over.
17. **ALL UNLOADING OF CONSTRUCTION MATERIAL** on the job site, using equipment designated herein, is to be performed by Employees covered hereunder.

18. BRIDGE REHABILITATION PROJECTS AND ROAD AND GENERAL CONSTRUCTION UNDER \$9,000,000.

On bridge rehabilitation projects nine million dollars (\$9 million) or less, the Sewer Agreement manning will apply. A Maintenance Man will be the first Operating Engineer employed. The Maintenance Man may cover compressors, welders, pumps, and work as a Mechanic or operate one of the following pieces of equipment: concrete breaker, roller or dozer.

On Road and General construction projects of two-and-one-half million dollars (\$2.5 million) or less, manning is to be determined at Pre-Bid Conference.

19. **MECHANIC:** If a party to this Agreement hires an Operating Engineer to work as a Mechanic and requires that the Mechanic provide his own truck, tools and welding machine, the rate for said truck, tools and welding machine shall be the subject of a pre-job conference between the Business Manager and/or his designee and the Contractor and/or his designee. If a party to this Agreement hires an Operating Engineer to work as a Mechanic and supplies said Mechanic with a truck, tools and welding machine the terms of this Agreement will apply.
20. **ELEVATORS AND HOISTS:** An Engineer shall be employed on all elevators and hoists (freight or passenger, permanent or temporary), or any other hoisting machine regardless of motor power during erection, operation and dismantling where used for hoisting building material, also furniture or office equipment or tools and equipment for any other craft.

B. RENTAL OF EQUIPMENT:

When a contractor rents a piece of equipment covered by this Agreement, he shall notify the Union Hiring Hall of the fact of such rental and shall furnish the name or names of the persons on the Union Referral List who are operating said equipment. Said members of the operating crew, and the lessee, shall be governed by the terms and conditions of this Agreement. If the lessee fails to pay and report contributions into the Benefit Funds or does not have a collective Bargaining Agreement with Local 825, then the lessor of the equipment shall be responsible for making such payments and reports to the Benefit funds on the Wages covered hereunder. The lessee shall not thereafter rent out the services of the operating crew to any other party.

C. LEAD ENGINEERS, FOREMAN ENGINEER OR SAFETY ENGINEER:

It is further agreed that where there are five (5) or more Operating Engineers excluding Oiler and back dump operators covered by this Agreement employed upon any one (1) job or by any one (1) Contractor, a Lead Engineer, Foreman Engineer or Safety Engineer shall be employed. Where five (5) or more Operating Engineers work for different Contractors, the General Contractor or key Prime Contractor shall be responsible for employment and wages for said Lead Engineer, Foreman Engineer or Safety Engineer.

ARTICLE V (continued)

When there is no General Contractor or where all Contractors on a project or job site are Prime Contractors and a minimum of five (5) Operating Engineers excluding Oiler and back dump operators covered hereunder are employed on said project or job site (including all shifts—but excluding temporary heat, wellpoints, pump coverage) then all Contractors employing one (1) or more Operating Engineers on said project are equally responsible for the employment and wages of said Lead Engineer, Foreman Engineer or Safety Engineer. They shall pay a pro rata share of his wages based on the number of such Operating Engineers covered hereunder employed by them.

All contributions required to be made to any of the Benefit funds by the employer shall be made on a weekly basis unless authorized by the Trustees of the funds to make monthly contributions on the day the Employees are paid by the Employer, delivering to the Lead Engineer or Steward drafts made payable to the said Funds, in the amount required for each, for delivery to the Fund Administrator, together with completed forms, furnished by the Funds indicating the names of all Employees, number of hours worked, gross wages, etc.

He shall be responsible for the performance of all duties of Engineers, Apprentice Engineers, Repair Mechanics, Assistant Engineer/Oilers, Firemen, Maintenance Engineers, Field Engineers and other Employees under his jurisdiction under the direction of the Employer.

He will be allowed to operate Equipment, only in the temporary absence of the regular Engineer. He shall have complete supervision over all repairs made on all machines and other automotive equipment used, when such repairs are done on the job.

Lead Engineer is to check all subcontractors including crane hirees or lessees to ensure that contributions are being paid into the various Benefit Funds. In the absence of the Lead Engineer the Steward shall perform this function.

Oilostatic cables and transportation mainline pipe lines shall have a Lead Engineer for every five (5) miles of pipe line. The Lead Engineer and Shop Steward shall be the first Employees on the job.

Where a job is of sufficient size to require eventually five (5) or more Employees excluding Oiler and back dump operators covered hereunder, the first Engineer employed on the job shall act as a Lead Engineer, shall continue to operate his equipment and shall receive the wage rate provided for herein for a Lead Engineer as long as he acts as such.

As soon as five (5) or more Employees excluding Oiler and back dump operators covered by this Agreement are employed on the job, the acting Lead Engineer shall no longer function in such capacity and shall perform his normal duties on the equipment he is operating and a regular Lead Engineer shall be assigned to the job.

When a Lead Engineer is employed on a job and the job works Saturday, Sunday or holidays, the Lead Engineer is called in regardless of the number of men working covered by this Agreement, exclusive of pumping and emergency work.

The rate of pay for the Lead Engineer shall be no less than 25¢ above the highest Operating Engineer's rate on

the job with a minimum rate as listed under Article IV, Classifications and Rates of Wages.

Lead Engineer will be supplied with a Company vehicle to perform his official duties.

D. STEWARD:

The Employers recognize the right of the Union to designate Stewards. The Steward shall be a working steward who shall be given time to perform his duties which include the following:

- (a) Examination of dues books of all Employees to determine their good standing.
- (b) Reporting violations and/or grievances to the Business Agent.
- (c) The Steward shall not be discriminated against for enforcing the terms of this Agreement or the rights of any Employee.
- (d) The Employer shall make available to the Steward a weekly report of the number of hours worked by each Employee covered hereunder and the wages paid to each of the Employees covered by this Agreement.

E. FIELD ENGINEERS:

- (a) **PARTY:** A party will normally consist of a minimum of three men, Party Chief, Instrument Man, and Rod/Chainman; however, where the contractor, heretofore, as a matter of custom or practice has utilized two (2) men (Party Chief and Transit Man or Rod Man) as a "Party," then such practice shall continue.

It is understood that the need for additional Employees shall be made by mutual agreement between the Union and the Employer.

- (b) **CHIEF OF PARTY:** A Chief of Party is directly responsible for the layout from the taking of information from supplied specifications and plans to the direction and actual performance of layout. He shall be able to read plans and specifications, draw any additional sketches required for the performance or layout, develop and maintain survey records, do the necessary computations, keep control of layout on the job and to perform and direct the operations of instrument men and rodmen, and perform such other duties as may be assigned to him consistent with his duties.
- (c) **INSTRUMENT MAN:** An instrument, or transit man under direction performs layout. He shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches and keep surveying records. He shall be able either to direct the work of a rodman in performing layout or shall be able to perform the duties of a rodman.
- (d) **RODMAN/CHAINMAN:** A Rodman/Chainman is one who generally assists a Chief of Party or Instrument Man and is sometimes known as a Chainman. He shall be able to operate surveying rods, be able to chain and generally assist in doing layout.
- (e) This Agreement shall apply to qualified Employees customarily and regularly engaged in Field Layout

ARTICLE V (continued)

work only; excluding Executives, Administrative Office Personnel, Licensed Professional Engineers and Licensed Land Surveyors, including Engineer Trainees who are employed directly by the Employer for the sole purpose of training for a future with the company and who shall in no way infringe on the work of the Field Party, or replace an Employee-covered hereunder. Further, this Agreement shall not apply to any Field Layout Work beyond the direct control of the Employer except as this Agreement is binding on all subcontractors working for this Employer. Employees covered by this Agreement shall work with and cooperate fully with the above mentioned persons excluded from coverage under this Agreement.

(f) Following are the tools pertaining to the trade of Field Engineer which shall be manned by the Employees listed hereunder:

- | | |
|-----------------|---------------------|
| 1. Laser Beam | 5. Transit |
| 2. Computer | 6. Philadelphia Rod |
| 3. Theodolite | 7. Rod Level |
| 4. Electro Tape | 8. Instrument Level |

(g) The Party Chief shall be the first man from the party on the job.

(h) If one or more crafts are employed on the construction site, the employer agrees that all work performed under the terms of this Agreement shall be exclusively assigned to the Employees hereunder, and furthermore, the Employer shall give consideration to the necessity of employing one or more field parties to maintain a work lead, providing in his judgment a need is established for said work.

(i) All records, or copies thereof, such as field books, plans, sketches, computations, calculations, diaries and records of any nature whatsoever compiled by, or in the possession of, any Employee covered hereunder shall be the sole and exclusive property of the Employer and on demand shall be delivered forthwith to the Employer or his agent.

(j) An additional 75¢ per hour will be paid for all tunnel work under compressed air, and 50¢ per hour for hydrographic work.

Definition of hydrographic work as follows:

“Line and grade work performed while one or more members of the field part crew is physically located in a vehicle float on a bay, harbor, lake, river or similar body of water, and line and grade work performed while one or more members of the field party crew is suspended from a structure over a bay, harbor, lake, river or similar body of water with only the member or members on or over the water receiving an additional 50¢ per hour.”

F. MISCELLANEOUS

1. **PRE-JOB CONFERENCE:** All jobs are subject to a Pre-Job Conference at the option of the Business Manager or his Business Agents, such Pre-Job Conference to be held at a time and place mutually agreeable to the parties

before the commencement of the job.

2. **SAFETY:** All provisions of the Engineers License Law and Construction Safety Act of the State of New Jersey and Federal Occupational Safety and Health Act apply to Employer and Employees. (Where working in New York counties applicable laws shall govern).

(a) The Lead Engineer and Shop Steward shall constitute a Safety Committee with authority to check all equipment and safety features on job site.

(b) Employees while on the job shall be protected from either falling material, acid fumes, or anything detrimental to life or health. A first aid kit shall be provided and kept available for use at all times on the job. Employees while on the job shall be protected from inclement weather.

(c) Employees shall not be required to operate unsafe or defective operating equipment.

(d) The Operator, or crew, where applicable, shall be allowed sufficient time at the start of the day to inspect their equipment and its operation to ensure its safety.

(e) When required, the Employer shall supply all necessary safety or personal protection equipment, which shall remain the property of the Employer.

3. **VISITATION RIGHTS:** Business Agents or Representatives of the Union shall have access to the work at all times during working hours.

(a) It is agreed and understood that the Employer will allow designated Union representatives reasonable time off without loss of pay for the performance of their official duties.

4. **VEHICLES:** When an Employee or Employees covered hereunder require a vehicle for the performance of their duties the Employer will assign a vehicle to such individual or individuals or he shall compensate them adequately for the use of their personal vehicle when used for the performance of their duties.

(a) On oilostatic mainlines and transportation pipe lines, Employees will be provided transportation from the warehouse to the job site and return.

5. **WORK RULES:**

(a) When men report to work, it is understood that they are to remain on the job until released for the day by the Employer or his representative.

(b) It is understood that at no time will there be any work stoppage by men for so-called coffee time.

(c) If an Engineer, Apprentice Engineer, Assistant Engineer/Oiler, Field Engineers, Fireman or Maintenance Engineer is employed and is found incompetent, his services may be dispensed with and he shall be paid for actual time worked.

(d) It is expressly agreed and understood that Engineers, Apprentice Engineers, Firemen and Maintenance Engineers are not to report for work on any Saturday, Sunday or Holiday (or days celebrated as such) without the Employer first notifying the Union through its officers or business representatives, and obtaining its

ARTICLE V (continued)

consent.

- (e) Suitable sanitation facilities and suitable quarters shall be provided to change clothes and store personal tools. The change house shall be heated in the winter for the purpose of drying clothes, etc.

ARTICLE VI WORK AT HAZARDOUS WASTE SITES

All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal or Asbestos removal work, or any state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift. Fringe benefits will be paid at the contractual hourly wage.

ARTICLE VII DRUG/ALCOHOL ABUSE POLICY AND PROGRAM

1. The Employer and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.
2. Alcoholism and drug dependency is recognized by medical, public health authorities, the Employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.
3. The Employer and the Union further agree to the establishment of a Drug and Alcohol Abuse policy and program which will provide for testing of current employees, pre-employment testing and random testing to deal cooperatively and constructively with the problem of substance abuse among employee's represented by the Union.
4. To this end the Employers and the Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug or alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program is a part of this agreement.

ARTICLE VIII SAVINGS FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Savings Fund, a sum equal to one dollar (\$1.00) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute one dollar and fifty cents (\$1.50) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute two dollars (\$2.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute one dollar and ten cents (\$1.10) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and fifteen cents (\$1.15) per hour for each hour paid for each Employee covered by this Agreement.

The Savings Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Savings Plan adopted by the Local 825 Fringe Benefit Plan Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Savings Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

Appropriate payroll taxes on the Savings Fund Contributions are deductible at the source. The Savings' Fund Contribution should be added to the gross pay and all appropriate payroll taxes, including withholding, Social Security and State unemployment, deducted from the adjusted gross pay. After making the necessary payroll tax deductions, the Savings Fund Contribution should be forwarded with the other Benefit Funds Contributions.

ARTICLE IX LOCAL 825 REGISTERED, INDENTURED APPRENTICESHIP TRAINING AND RETRAINING FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Apprentice Training and Retraining Fund, a sum equal to fifty cents (\$.50) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute seventy-five cents (\$.75) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute one dollar (\$1.00) per hour for each hour paid for each Employee covered by

ARTICLE IX (continued)

this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute fifty-five cents (\$.55) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute fifty-eight cents (\$.58) per hour for each hour paid for each Employee covered by this Agreement.

The Apprentice Training and Retraining Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Apprentice Training and Retraining Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE X WELFARE FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Welfare Fund, a sum equal to six dollars and fifty cents (\$6.50) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute nine dollars and seventy-five cents (\$9.75) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute thirteen dollars (\$13.00) per hour for each hour paid for each Employee covered by this Agreement. When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute seven dollars and fifteen cents (\$7.15) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute seven dollars and forty-eight cents (\$7.48) per hour for each hour paid for each Employee covered by this Agreement.

The Welfare Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Welfare Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XI PENSION FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Pension Fund a sum equal to three dollars and fifty cents (\$3.50) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the

Employer will contribute five dollars and twenty-five cents (\$5.25) per hour for each hour paid and on overtime worked at the double time rate, the Employer will contribute seven dollars (\$7.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute three dollars and eighty-five cents (\$3.85) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute four dollars and three cents (\$4.03) per hour for each Employee covered by this Agreement.

The Pension Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Pension Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XII SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Supplemental Unemployment Benefit Fund, a sum equal to One dollar and fifteen cents (\$1.15) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute One dollar and seventy-three cents (\$1.73) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute Two dollars and thirty cents (\$2.30) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute One dollar and twenty-seven cents (\$1.27) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute one dollar and thirty-two cents (\$1.32) per hour for each hour paid for each Employee covered by this Agreement.

The Supplemental Unemployment Benefit fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and Union, which said Agreement and Declaration of Trust and rules and regulations known as the Supplemental Unemployment Benefit Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

ARTICLE XIII (continued)

**ARTICLE XIII
ANNUITY FUND**

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to the Operating Engineers Local 825 Annuity Fund, a sum equal to Four dollars and fifty cents (\$4.50) per hour, for straight time paid, for each Employee covered by this Agreement.

On overtime worked at the time and one-half rate, the Employer will contribute six dollars and seventy-five cents (\$6.75) per hour for each hour paid, and on overtime worked at the double time rate, the Employer will contribute nine dollars (\$9.00) per hour for each hour paid for each Employee covered by this Agreement.

When Employees work under the Shift Differential of ten percent (10%), the Employer will contribute four dollars and ninety-five cents (\$4.95) per hour for each hour paid, and when Employees work under the Shift Differential of fifteen percent (15%), the Employer will contribute five dollars and eighteen cents (\$5.18) per hour for each hour paid for each Employee covered by this Agreement.

The Annuity Fund shall be jointly administered by an equal number of Employer and Union Trustees in accordance with an Agreement and Declaration of Trust drawn and executed by various Contractor Associations and the Union, which said Agreement and Declaration of Trust and rules and regulations known as the Annuity Plan adopted by the Local 825 Fringe Benefit Plan Trustees thereunder will be made a part hereof and will be binding upon the Employers.

**ARTICLE XIV
INDUSTRY ADVANCEMENT FUND**

In addition to the above fringe benefits, the Employer agrees to pay the sum of \$0.05 for each hour equivalent of gross wages paid to each Employee to the Industry Advancement Fund to be administered by trustees pursuant to a Trust Agreement to be executed pursuant to law. Such contributions shall be paid to the administrator of the various other Funds (Welfare, Pension, Supplemental Unemployment Benefit Fund) to which the Employers contribute hereunder, and said monies shall be maintained by said administrator in a separate account for periodic transmission to the administrator selected by the Trustees of the said Industry Advancement Fund. Reports and contributions by the Employers to the said Industry Advancement Fund shall be made on forms to be provided by the administrator of the Fund and shall be made at the same time that reports and contributions are made to the Pension, Welfare and Supplemental Unemployment Benefit Fund of the Operating Engineers Local 825. Provision shall be made for the reimbursement to the Operating Engineers Local 825 Fund Administrator of any expenses incurred by him in connection with the collection and forwarding of such contributions to the said Industry Advancement Fund.

It is agreed and understood that the Fund will not be used for any anti-union purposes, that the Trustees of Operating Engineers Local 825 Funds shall receive minutes

of all Industry Advancement Fund meetings and that the collection of contributions is conditioned at all times upon approval of the Trustees of Operating Engineers Local 825 Funds.

The said Trustees shall be permitted to attend Industry Advancement meetings as non-voting observers. The collection of contributions is conditioned upon these understandings.

**ARTICLE XV
ESTABLISHMENT OF STAMP PLAN**

It is hereby agreed that as part of this Agreement, an additional procedure for making Fund contributions required under the foregoing paragraphs has been established so as to provide a single combination stamp purchase plan which will include within the price to be paid for each stamp the required contribution for each of the aforesaid Funds.

As of July 1, 2002, for each hour equivalent of gross wages paid to each Operating Engineer a combination stamp will be available at a cost of \$17.20 to be allocated among the several Funds as follows:

Pension Fund.....	\$3.50
Welfare Fund.....	6.50
Savings Fund	1.00
Supplemental Unemployment Benefit Fund	1.15
Apprenticeship Training and Retraining Fund.....	.50
Annuity Fund	4.50
Industry Advancement Fund.....	.05
TOTAL	17.20

**ARTICLE XVI
UNION CHECK OFF**

The Employer will withhold from the wages of each Employee covered by this Agreement, who signs and files with the Employer, a written authorization as provided by law, three percent (3%) of the Employees Gross weekly wages and will remit said amount weekly to Local Union 825 in payment of working assessment. Said remittance will be made on forms provided by Local Union 825.

**ARTICLE XVII
POLITICAL ACTION CHECKOFF**

When authorized by a voluntary checkoff Agreement, signed by an Employee, the Employer shall deduct from such Employee's wages the sum of \$.03 per hour for each hour paid and forward same to the Local 825 Political Action Committee, on the forms that will be furnished for such report.

**ARTICLE XVIII
PENALTIES FOR FAILURE TO MAKE
CONTRIBUTIONS TO FUNDS**

The failure of any Employer to pay required contributions to the Welfare, Pension, Supplemental Unemployment Benefit, Apprenticeship Training and retraining, Annuity and Savings Funds, or to pay interest on such delinquencies, or legal and auditing fees and costs assessed against such delinquent Employer, as provided herein, shall constitute a violation of this Agreement and the Union shall be authorized to remove the Employees from the job, in which case they shall report for work daily and shall be paid a day's pay of eight (8) hours until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees with the Fund Administrator. If any Employer has a record of delinquency on a prior job, the Union shall refuse to permit Employees to work for such Employer, until all such delinquencies have been paid to the respective Funds, including interest and legal and auditing fees.

If the Trustees or the Fund Administrator of any of said Funds is required to utilize legal services to collect Employer delinquencies or auditing services to ascertain the correct amount due from the Employer, the delinquent Employer shall be required to pay, in addition to 2% over the Prime Interest Rate, interest from date of delinquency, the reasonable cost of the auditing services and, in addition thereto, legal fees at the following rates: 15% on the first \$750.00; 10% on any amount in excess of \$750.00; minimum collector fee of \$15.00; and 50% on any amount less than \$100.00, due and payable on default.

All contributions required to be made to any of the aforementioned Funds by the Employer shall be made on a weekly basis on the day the Employees are paid by the Employer delivering to the Lead Engineer or Shop Steward drafts made payable to each said Fund, in the amount required for each, for delivery to the Fund Administrator, together with completed forms, furnished by each Fund, indicating the names of all Employees, number of hours worked or paid and amount of hourly wages as required, together with amount of contribution for each Employee to each Fund. Such periodic reporting forms must be filed by the Employer with the Fund(s) regardless of whether any contributions are due and owing the Fund(s) in the reporting period unless the Trustees upon application of the Employer excuse him from so reporting. In the event that the contributions are due and owing in the reporting period, the Employer shall so state on the form and the reasons therefore. With regard to the Savings Fund, the Employer shall furnish to each Employee on payday a statement of the amount of money contributed on behalf of such Employee to the said Fund. The Funds Trustees will have the right to conduct periodic payroll audits of companies signatory to this Agreement.

The Trustees of any Fund or an alleged delinquent Employer may request arbitration of any alleged delinquencies or breach of agreement regarding the Funds Contributions and arbitration may be heard within thirty (30) days after such request. The Trustees may join an indi-

vidual Engineer as a party to any such arbitration proceeding agreement regarding Fund Contributions in which such Engineer may be involved. Each Engineer subject to this Agreement does hereby, through his duly authorized representative, consent to such joinder and to the issuance of an award binding upon him in connection therewith. The arbitration shall be heard at the Operating Engineers Local 825 Funds Office, or as designated in the demand at the option of the Fund and the procedures followed shall be in accordance with the rules of the New Jersey Mediation Service.

The Trustees in their discretion may permit an Employer to make monthly instead of weekly contributions where the contribution record of the Employer justifies such an action.

All Employers covered by this Agreement must file with the Trustees of the Fringe Benefit Plan, a Surety Company Bond in an amount no less than \$25,000.00 in order to insure payment by them to the various Fringe Benefit Plans. The Trustees shall determine the amount of such Surety Bond. The Trustees shall also have the power to fix a lesser Bond for any Employer who pays weekly where the contribution record of such Employer justifies such action. However, effective January 1, 1982, any Employer may have as an alternative option the opportunity to purchase combination stamps from the 825 Fund Facility and in lieu of posting a Surety Bond will contribute directly to the Employee these stamps as a medium of payment to the various contributory Funds in the amount determined by hours paid. The payment of stamps to each Employee will be made on a weekly basis on the Employer's normal payday. (Article XI hereof).

No officers, agents, representatives or Employees of any Union or of any Employer shall be deemed an agent or representative of the Board(s) of Trustees or be deemed as authorized to make any oral or written representations, or give any form of commitment which may be relied upon by any Employee, his or her spouse, beneficiary or dependent. It is further agreed and understood that no single Trustee or Employee(s) of any Fund has authority to give any such representations or commitments since such representations or commitments can only be made by the Board of Trustees acting as Boards of Trustees.

**ARTICLE XIX
BREACH OF AGREEMENT—
UNION REMEDIES**

The Union pursuant to Section 301 of the Taft-Hartley Act, as amended, shall have the right to bring suit for a violation of this contract in any district court of the United States having jurisdiction of the parties without regard to the amount in controversy or the citizenship of the parties. This right is subject and subordinate to any provision of this Agreement that requires final and binding arbitration of all disputes arriving thereunder.

The Union may waive its right to sue or submit a controversy to final and binding arbitration, if there is an arbitration clause in the Agreement, and in lieu thereof enter into a compromise, adjustment, settlement or release of its

ARTICLE XIX (continued)

claim, as authorized under Section 302(c) 2 of the Taft-Hartley Act as amended. Where such compromise, adjustment, settlement or release arises from a claim by the Union of improper manning or lack of manning under this Agreement, the Union has the option to accept as its liquidated damages an offer of the Employer of a sum equal to the amount of wages that should have been paid under the Collective Bargaining Agreement.

**ARTICLE XX
UNEMPLOYMENT INSURANCE—
LIABILITY INSURANCE**

The Employer shall, at all times, carry Unemployment Insurance as required by the Laws of the State and in the event that his working force is below the minimum number of Employees required by the State for an Employer to carry compulsory Unemployment Insurance, the said Employer shall, as a condition of this Agreement, voluntarily obtain appropriate coverage.

The Employer further agrees to carry Workmen's Compensation Insurance for the protection of the Employees; and such other liability insurance which will relieve the Employee of personal liability, which may be incurred while performing duties in connection with his employment.

ARTICLE XXI

It is understood that the liabilities of the Unions signing this contract shall be several and not joint. The Union shall have the right to terminate the Agreement and/or to institute appropriate legal action against the Employer for any damages sustained on behalf of itself or its members, and shall have the option to call for a work stoppage for any violation of the provisions of this Agreement, when not prohibited by law.

(a) In the event that any provisions of the body of this Agreement or the wage schedules are in conflict with a provision of any applicable law, it is understood and agreed that such provision of this Agreement shall be reopened to negotiate only those portions thereof which are in conflict with the law and the remainder of the Agreement shall continue in full force and effect.

**ARTICLE XXII
MEMORANDUM OF UNDERSTANDING**

The undersigned Employer agrees that in consideration of the Union entering into the above Collective Bargaining Agreement with the Company, the Employer will agree to execute a Collective Bargaining Agreement with the Union covering any subsidiary corporation or any separate corporation engaged in construction work which the Employer or its officers have formed, may form or have a direct or indirect interest therein.

It being the intent and purpose of this understanding that all construction operations which involve the use of

Operating Engineers will be done by companies having an Agreement with Local Union 825 and the Employer shall not utilize subsidiary corporations or other corporations in which the Employer or its officers have a direct or indirect interest to engage in non-Union construction activities with the effect of depriving Employees of the Employer, party to this Collective Bargaining Agreement, of work opportunities on the terms and conditions herein set forth.

There shall be established a joint Industry Study Committee to propose methods by which work under this Collective Bargaining Agreement can be done more efficiently and productively. This Committee shall also be charged with addressing problems related to changes in prevailing wage requirements if and when they occur. This Committee shall consist of three members appointed by Local 825. The Committee will meet quarterly.

**ARTICLE XXIII
TERMINATION AND EFFECTUATING CLAUSE**

This Agreement, effective July 1, 2002, is to terminate June 30, 2005 and shall continue in force and effect automatically from year to year thereafter unless either party serves notice of termination sixty (60) days prior to the expiration date.

In the event this Agreement expires by its terms prior to the execution of a new Agreement, the Employer agrees that it shall pay said payments set forth herein to the Pension, Welfare, Apprenticeship Training and Retraining, Annuity, Supplemental Unemployment Benefit and Savings Funds until the execution of a new Agreement.

It is understood and agreed, however, that should the subsequent Agreement provide for contributions to the various Funds in an amount or amounts greater than those set forth in this Agreement, the Employer will pay the difference retroactively.

It is further agreed that no other terms or conditions of the within Agreement shall extend beyond its expiration date without the written consent of all parties.

In witness whereof, the parties make and enter into this Agreement and we, their duly authorized and empowered representatives have hereunto set our hands and seals this

_____ day of _____, 20____

INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL UNION 825,
825A, 825B, 825C, 825D, 825R & 825RH

Company Name (Print)

KENNETH CAMPBELL
Business Manager

Authorized Signature and Title

PETER STRANNEMAR
President

Street Address

JOSEPH WHITTLES
Recording-Corresponding Secretary

City, State and Zip Code

Business Representative

Telephone Number

Corporate Seal

Is Contractor signatory to this Agreement Incorporated? _____ (Yes/No).

If there are any "Owner Operators" or Corporate Officers of the Contractor signatory to this Agreement who possess a Union Book with Local 825, please list their names and Social Security numbers below:

H HC B STL T M Sewer

INDEPENDENT AGREEMENT—Effective July 1, 2002, expires June 30, 2005.