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Title: **Construction Contractors Association of the Hudson Valley, Inc. (Residential Agreement) and Laborers International Union of North America (LIUNA), Local 17 (2003)**

K#: **8153**

Employer Name: **Construction Contractors Association of the Hudson Valley, Inc. (Residential Agreement)**

Location: **Hudson Valley NY**

Union: **Laborers International Union of North America (LIUNA)**

Local: **17**

SIC: **1520**

NAICS: **2361**

Sector: **P**

Number of Workers: **1000**

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K 8/53
1,000 workers

22 pp.

RESIDENTIAL AGREEMENT

between

LOCAL UNION NO. 17
Laborers International Union of North America
and the

CONSTRUCTION CONTRACTORS ASSOCIATION
OF THE HUDSON VALLEY, INC..

June 1, 2003 through May 31, 2005

**THE LABORERS' JURISDICTION
TENDING MASONS, PLASTERS, CARPENTERS, TILE SETTERS AND
OTHER BUILDING AND CONSTRUCTION CRAFTS**

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said materials or other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy, pump or other motorized unit used for such purpose, including fork lifts and high fork lifts.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Cleanup mopping, washing, waxing and polishing or dusting of all floor or areas.

The aging, sealing, covering and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS

The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supported scaffolds over 14' in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by the Laborers. Where scaffolds are constructed solely by Laborers regardless of height.

With reference to the Masonry Contractors, the Laborers will do the entire erection and dismantling of ALL scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of North America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955 and amended November 1, 1979, a copy of which is incorporated by reference and made a part hereof.

EXCAVATIONS AND FOUNDATIONS SITE PREPARATION AND CLEARANCE TRANSPORTATION AND TRANSMISSION LINES

Excavation for building and all other construction; digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping canals and all handling, filling and placing of sand bags connected therewith. All pumping, drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On site preparation and right-of-way for clearance, for construction of any structures of the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all tress or timber on construction areas. Coker setters, off bearers, lumber handling and all laborers connected with onsite portable sawmill operations connected with clearing. Erection, dismantling and/or re-installation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required.

All soil test operations of semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading of same.

CONCRETE, BITUMINOUS, CONCRETE AND AGGREGATES

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, pumping, vibrating, gunniting and other wise placing concrete or aggregate, whether done by hand or any other process, including all tacking and/or bonding of bituminous or concrete. Wrecking, stripping, dismantling and handling

concrete forms and false work, the setting of all steel and wood curb forms. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, Diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling (whether in the open or in the blind) dumping and unhooking the bucket. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. The assembly uncoupling of all connections and parts of or to equipment in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, except all final stripping work on such forms shall be the work of laborers. The stripping of forms on all horizontal and flat arch work. The loading and unloading, carrying, distributing, moving, cleaning and oiling and carrying of all forms and material to the point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the gun, nozzle, hoses and pot or hoppers on sand-blasting, Gunnite, pressure water blasting and cleaning or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

SEWER, DRAINS, CULVERTS AND MULTIPLATE

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete, backfilling, tamping, re-surfacing, and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage. All the laying of clay, terra cotta, ironstone and vitrified concrete pipe.

Unloading, handling, distribution, assembly in place, bolting and lining of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multicell conduit or multipurpose pipe. Cutting the holes in walls, footings, piers or other obstructions passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under street, roadways, aprons or other paved surfaces for the passage of pipe by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. The setting up of laser beam, level, transit, Hilti type or any other instrument or machine or tool used in jurisdiction of Laborers' work.

UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring, and underpinning of structures. Loading, signalling, right-of-way clearance along the route of movement. Resetting of structures in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

DRILLING AND BLASTING

All work of drilling, jackhammering, bitgrinding and blasting. Operation of all rock and concrete drills, including carrying, handling, laying out of hoses.

Steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

SIGNAL MEN

Signal men, including watchmen, flagmen and dumpmen, on all construction work defined herein, including traffic control signalmen, at construction sites.

GENERAL EXCAVATION AND GRADING

The clearing, excavating, filling, backfilling, grading, seeding and landscaping of all sites for all purposes, including the installation of turf and artificial turf, and all labor connected therewith, including chainmen, rodmen, grade markers, labor to transfer grades, driving of pins, etc.

PITS, YARDS, QUARRIES, ETC.

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards, and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

WRECKING

This will include all demolition and alterations on industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings, bridges and all structures. Breaking away wood materials, beams of all kinds, with use of cutting or other wrecking tools, as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

RAILROAD TRACK WORK

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, gradings, siding, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

USE OF TOOLS

Operation of all hand, pneumatic, electric, motor, water, steam, combustion or air driven tools, concrete saws or equipment necessary for the performance of work described herein, including carryable pumps, walk-behind fork lift, walk-behind rollers or wackers (with or without levers), walk-behind vibrators, (with or without levers) all walk-behind concrete saws regardless of type, (self

propelled or manual), gunnite nozzle and machine man, wagon drill operators, air track or similar, walk-behind power roller (one (1) or two (2) barrel), combination tamper and vibrator, walk-behind roller and tamper and power wheelbarrows, buggies, (power and pressure blasting equipment, excluding compressor) transit, level, Hilti and steam jenny, provided they pertain to jurisdiction of Laborers' work. Also the operation of lasers in conjunction with work covered by this agreement.

ASBESTOS RELATED WORK

The following work involving the removal of asbestos but not limited to; unloading of materials, setting up of decontamination systems, handling of plastic for air-tight chamber systems, installation and maintenance of all related equipment, actual removal of asbestos material, bagging of material for disposal, removal of material from job-site and final clean-up.

MISCELLANEOUS

The Laborers shall tend the Carpenters as well as do all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

AGREEMENT BETWEEN CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC. AND LABORERS INTERNATIONAL LOCAL UNION #17

AGREEMENT, made and entered into this 1st day of June 2003 by and between the Construction Contractors Association of the Hudson Valley, Inc. whose members, as well as independent employers signatory hereto are hereinafter referred to as the **EMPLOYER**, and **LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION NO. 17**, whose geographic jurisdiction covers the counties of Orange, Ulster and Sullivan and the townships of Andes, Bovina, Middletown and Roxbury in Delaware County and the township of Catskill in Greene County, hereinafter referred to as the **UNION**.

The employer and the union desire to establish a mutually satisfactory and proper collective bargaining relationship and to provide for the amicable and cooperative settlement of all questions arising out of the employment relationship between the Employer and the Union and its members relating to the construction, alterations, and repair of detached houses, townhouses, duplexes, condominiums and garden type apartments not to exceed four stories in height.

ARTICLE I RECOGNITION

(a) The employer recognizes the union as the sole collective bargaining agent for its employees concerning wages, hours and all other terms and conditions of employment in respect to the classification referred to in this agreement. The union recognizes the association as sole bargaining agent for its members who have designated the association as their bargaining representative.

(b) The union agrees that in the event that terms and conditions other than those specified in this residential construction agreement are granted to any employer or employers, employers signatory to this agreement shall automatically have the right to operate under the terms and conditions so granted when applicable. Any dispute as to the interpretation or application of this clause shall be settled under the arbitration procedures as contained in this agreement.

(c) The wage rates and fringe benefits stipulated in this agreement shall be minimum and maximum rates to be paid by any employer or accepted by any employee covered by the terms of this agreement.

ARTICLE II UNION SECURITY

All present employees who are members of the union on the effective date of this agreement shall as a condition of employment maintain their membership in the union. All present employees who are not members of this union and all employees who are hired hereafter shall become and remain members of the union as a condition of employment after the seventh day following the beginning of their employment or the effective date of this agreement, whichever is the later. Failure of an employee to comply with the provisions of this article shall upon request of the union, result in the termination of such employee. The employer shall not justify discrimination against any employee for nonmembership in the union;

(a) if he has reasonable ground for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or;

(b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly as a condition of acquiring or retaining membership.

**ARTICLE III
NON-DISCRIMINATION**

In accordance with the applicable federal and New York State laws, executive orders, rules and regulations promulgated by government agencies and concerned with the discrimination, it is agreed that the employer and the union will not discriminate against any employee, member, applicant for employment or membership because of race, creed, color, national origin, sex or age.

**ARTICLE IV
TRADE JURISDICTION**

The employer agrees to recognize the jurisdiction of the Laborers International Union of North America that has been established by agreements with other crafts, awards contained in the green book, or as a result of decision by the Impartial Board for the Settlement or Jurisdictional Disputes.

**ARTICLE V
SIGNATORIES**

(a) The union agrees that each and every employer not a member of the Construction Contractors Association of the Hudson Valley, Inc. shall sign this collective agreement prior to the employment of laborers under this agreement except those employers having national agreements with the Laborers International union of North America. Such national contractors shall furnish the union with a written statement binding them to all the terms and conditions of this agreement between Laborers Local 17 and the Construction Contractors Association of the Hudson Valley, Inc. prior to the employment of laborers.

(b) Each employer agrees to meet with an authorized representative of the union prior to becoming signatory to this agreement.

**ARTICLE VI
LABOR FOREMAN**

The appointment of a foreman and the number of men to be supervised by the foreman shall be at the sole discretion of the employer or his representative on the job. This shall not be construed to mean that the contractor will have an inadequate amount of supervision.

At such time as the employer appoints a foreman, preference shall be given to members of the union.

Foreman shall be a practical mechanic in the branch of the trade over which they exercise supervision.

*Foreman on asbestos, toxic, lead and hazardous abatement shall receive an additional \$1.25 per hour above the Premium Rate Class 2.

ARTICLE VII DISCHARGE

(a) No employee shall be discharged except for just cause.

(b) An employee discharged from any job shall be paid all wages due to him at the end of his shift.

(c) An employee discharged from any job shall be paid all wages and benefit stamps due to him at least one hour before the end of his shift. A grace period of seven days shall be given in regards to stamps on lay-off only. Failure to issue stamps on pay day or lay-off, a 2 hours per day addition in benefit stamps will be paid to said employee.

ARTICLE VIII WORK DAY - WORK WEEK

(a) The regular work-week shall be forty (40) hours from Monday thru Friday and eight (8) hours per day between the hours of 8:00 am and 4:30 pm with 1/2 hour allowed for lunch between 12 noon and 1 pm.

(b) The recognized starting time shall be 8:00 A.M. except that laborers tending masons shall, if directed by the employer, start one-half hour earlier. Further, starting time may be changed due to extreme heat or convenience of the employees or employer. It is understood that if men start to work prior to 8:00 A.M. such work shall be performed at straight time. Men shall be paid at the overtime rate after 8 hours of work per day.

(c) In the event that time is lost during the regular workweek, Monday thru Friday, because of weather conditions, employees may work the Saturday of that week at straight time to obtain 40 hours of labor that week.

(d) It is understood that on all work covered by this agreement that requires a single shift outside the normal working hours herein specified such time worked up to 8 hours shall be at the straight time rate. It is understood and agreed that when men are employed on this type of work, they shall not be employed on other construction during the regular working hours.

**ARTICLE IX
PRE-JOB CONFERENCE**

There shall be a pre-job conference. The employer agrees to meet with the union for a pre-job conference prior to the commencement of any work on the subject project and the same shall apply to any and all sub-contractors.

**ARTICLE X
OVERTIME**

All overtime worked after eight hours per day and forty hours per week shall be at time and one-half the basic hourly rate. Except as provided in Article VIII time and one-half shall be paid for a single eight hour shift on Saturdays and for all work performed on Sundays and Holidays.

**ARTICLE XI
HOLIDAYS**

(a) The following holidays shall be observed: New Year's Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) Election Day shall be observed in accordance with New York State Law.

**ARTICLE XII
PAYMENT OF WAGES**

The employer shall pay the employees their wages in U.S. currency except when the employer pays by check in accordance with state law, at or before the end of his shift, on the specified day of each week. Accompanying each payment of wages shall be a separate statement showing the total earnings, the amount and purpose of each deduction and net wages.

It is not the intent of the parties to this agreement to circumvent the provisions of state and federal statutes with respect to payment of wages and fringe benefits to laborers and mechanics employed at the site of construction. Therefore, on such work, the hourly wage rate and fringe benefits to be paid shall be those set forth on the contract documents unless such wages and fringes are lower than those set forth herein.

**ARTICLE XIII
SUBCONTRACTS**

It is agreed that if the employer subcontracts jobsite work falling within the terms of this contract, provisions will be made in each subcontract for the compliance by said subcontractor with terms, conditions of employment, wages and fringe benefit contributions contained in this agreement.

In the event that a subcontractor to the employer shall default on the payment of wages and fringe benefits to any employees covered by this agreement on the specified payday, upon written notification from the union, the employer shall be liable for the payment of wages and fringe benefits on the working day next following the regular payday.

**ARTICLE XIV
WAGE RATES AND FRINGE BENEFIT SCHEDULE**

Please be advised that a two (2) year Collective Bargaining Agreement has been reached between the Construction Contractors Association of the Hudson Valley, Inc. and the Laborers' International Union of North America as follows:

<u>RESIDENTIAL WAGE RATES:</u>	<u>6-1-03</u>	<u>6-1-04</u>
General Rate Class 1	\$16.70	\$17.20
Premium Rate Class 2	21.40	21.90
Health Benefit Fund	3.95	4.00
Pension Fund	4.10	4.25
Training & Education	.10	.10
L.E.C.E.T.	.10	.10
L.O.F.	.05	.20
S.U.F.	.05	.20
I.A.F.	.10	.10
Working Dues Deduction	-.30	-.30
District Council Dues Deduction	-.10	-.10

L.E.C.E.T. - Laborers-Employers Cooperation & Education Trust
L.O.F. - Laborers Organizing Fund
S.U.F. - Supplemental Unemployment Fund
I.A.F. - Industry Advancement Fund

Residential Classifications:

General Rate Class 1:

Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender, well points, vehicle spotter, artificial turf, air chipping hammer, acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling, demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, Styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile setter, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, joy and jib drill, Ingersoll-Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, non-metallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, pre-stressed and pre-cast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian striping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding, *asbestos abatement work, * lead abatement work, *toxic and hazardous waste related work, forklift for masonry purposes and Shop Stewards with less than 40 laborers. *WHEN PROTECTIVE EQUIPMENT AND CLOTHING ARE NOT REQUIRED.

Premium Rate Class 2:

Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work. Shop Stewards with 40 or more laborers, foreman.

**ARTICLE XV
PROTECTIVE WORK GEAR**

The employer shall furnish to the employees covered by this agreement, free of any charges to them, all tools, instruments, and appliances, including raincoats, hats, rubber boots, gloves for protective purposes, etc., requisite for the purpose of their work. Any employee shall not be expected to wear used rubber boots of the type worn without shoes. The union shall instruct laborers that such equipment is the property of the employer and it should be kept readily available at all times and returned to the employer at the termination of employment.

**ARTICLE XVI
SAFETY, SANITATION**

(a) The employer and the union agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment to the end that the health, safety and welfare of the men working on the job may be adequately and properly promoted and protected and the execution of the work efficiently carries on.

(b) The employer shall provide suitable and sufficient buildings with heat, proper sanitary facilities and drinking water pursuant to the Occupation Safety and Health Act of 1970.

(c) If an employee is injured at work, he shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a doctor certifies that said employee is unable to return to work on the day of the injury, the injured employee shall be paid full wages and wage supplements for the balance of that working day.

**ARTICLE XVII
SHOP STEWARD**

(a) The Union shall be permitted to set up a shop stewardship system. The Shop Steward shall be recognized by the employer. The Shop Steward shall be afforded a reasonable amount of time, with pay, during working hours, to perform their duties as Shop Steward. The employer shall permit the Shop Steward to examine the union books and other credentials of all employees on the job covered by this agreement. Shop Stewards shall not be discriminated against by the employer performing their duties.

(b) In the event that an employer wishes to discharge a steward for cause or due to lack of qualifications to perform the work available, he shall notify the Business Manager. Any disagreement as to discharge shall be referred to the grievance and arbitration procedures as provided herein.

*Shop Steward on asbestos, toxic, lead and hazardous abatement shall receive an additional \$1.25 per hour.

**ARTICLE XVIII
BUSINESS MANAGER**

The Business Manager or other duly authorized representatives of the union shall be permitted to visit the jobs at all times for the following purposes:

(a) To investigate the working conditions on the job, to ascertain whether the provisions of this agreement are being fully complied with, to investigate grievances, and to confer with the employer in reference to employer-employee relations.

**ARTICLE XIX
NO STRIKE, NO LOCKOUT**

Subject to the terms of this Agreement, it is mutually agreed that there shall be no strikes or lockouts.

Disputes arising out of the provisions of this agreement shall be resolved in accordance with Article XX.

**ARTICLE XX
GRIEVANCE AND ARBITRATION**

(a) In the event that any grievance, claim or dispute of any kind whatsoever arises between the parties hereto against the other, by reason of or with respect to any of the provisions of this agreement, including any claim of violation or alleged violation of any provision contained in this agreement and including any disagreement relating to the interpretation or application of this agreement, the parties hereto shall attempt to adjust the same by negotiation. If they are unable to adjust the same within forty-eight (48) hours after request for such adjustment has been made, then the said grievance, claim or dispute shall be submitted to arbitration at any time thereafter, upon the request of either party as follows:

(b) The parties shall attempt to agree upon the selection of an arbitrator. If they fail, or are unable to agree an arbitrator within forty-eight (48) hours after the request to do so is made by either party, then either party upon notice to the other may apply to the New York State Board of Mediation for the appointment of an arbitrator. The decision of the arbitrator shall be final, binding and conclusive upon the parties hereto. The expense of the arbitrator shall be borne equally by the employer and the union.

(c) It is understood that the above arbitration provisions do not apply to disputes over jurisdictional work assignments, which shall be settled in accordance with the provisions of Article IV, (b) herein.

**ARTICLE XXI
EMPLOYER INSURANCE**

All provisions of the labor law of the State of New York and all other provisions of law and regulations including the obligation of the employer to provide necessary Workmen's Compensation, Social Security, Unemployment Insurance, New York State Disability Insurance, etc., are hereby incorporated and made a part hereof, and the employer agrees to comply with and perform all such obligations imposed upon said employer.

**ARTICLE XXII
INDUSTRY ADVANCEMENT FUND**

(a) The employer shall contribute \$.10 per hour for each hour paid to employees performing work covered by this agreement to the Industry Advancement Fund.

(b) The activities to be financed by the industry advancement fund may include but shall not be limited to the following: safety and accident prevention; apprentice training; journeyman upgrading; educational programs; public relations; industry relations; management expenses in connection with collective bargaining and labor relations; maintenance of grievance and arbitration procedures; management costs of participating in joint apprenticeship and journeyman upgrading; health, welfare and pension programs; research into new methods and materials; standardization of contracts and specifications, disaster relief and civilian defense.

(c) The Board of Directors of the association shall solely and exclusively administer the operation of the industry advancement fund. The Board of Directors shall have all such rights and powers as the members thereof shall deem necessary and proper to effectively and efficiently carry out the objectives and purposes of any programs established under the fund. The Board of Directors shall also have exclusive authority to interpret each and every provision of this agreement in the administration of the fund, provided, however, that under no circumstances shall the assets of the fund be used to carry on any activities expressly prohibited under section (e) of this article. The Board of Directors shall have authority to direct the disbursement of the fund's assets in any amounts, to foster, advance and promote the objectives and purposes of the fund and on behalf of the association to take whatever legal or other action may be deemed necessary either to protect the assets of the fund, and/or to enforce any and all provisions of this agreement.

(d) The Board of Directors is authorized to engage such assistance, in the form of secretarial personnel, investment counselors, experts, legal and accounting services, etc., as it may deem necessary and proper for carrying out the fund's objectives and purposes. The Board of Directors shall further have authority to invest and reinvest the assets of the fund in any legal manner.

(e) Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the industry advancement fund the right to use and of its assets for lobbying in support of anti-labor legislation and/or to subsidize contractors on labor during a period or periods of

work stoppages, strikes, or lockouts. None of the provisions of this article shall operate to prohibit the expression by such of the association's representatives as may be paid with the monies of the industry advancement fund of any position of the association or its members in collective bargaining or in negotiations of any matter affecting wages or conditions of employment of the members of Laborers Local 17.

(f) The industry advancement fund shall be administered in accordance with existing federal and state laws and regulations pertaining thereto, and also with any subsequently enacted legislation applicable thereto.

(g) Upon termination of payments allocable to the industry advancement fund for any reason, the assets of the industry advancement fund shall not be distributed among any employers, or to the union, but shall be held by the association, which shall continue to administer and expend such assets for the purposes, and subject to the conditions set forth in this article.

**ARTICLE XXIII
WELFARE, PENSION, TRAINING/EDUCATIONAL,
L.E.C.E.T., L.O.F. AND S.U.F. FUNDS**

(a) **Welfare Fund** - The employer shall contribute a sum as specified in the "Wage Rate & Fringe Benefit Schedule" for all employees covered by this agreement, to a Welfare Fund, known as the "Laborers Local No. 17 Welfare Fund," which is administered pursuant to law by trustees equally representing the union and the employer under an Agreement and Declaration of Trust dated April 15, 1952 to which agreement this employer is automatically bound, and which said agreement, as modified is incorporated herein as though fully set forth.

(b) **Pension Fund** - The employer shall contribute a sum as specified in "wage Rate & Fringe Benefit Schedule" for all employees covered by this agreement, to a pension fund, known as the "Laborers Local #17 Pension Fund," which is administered pursuant to law by trustees equally representing the union and the employer under an Agreement and Declaration of Trust dated July 14, 1964, to which agreement this employer is automatically bound, and which said agreement, as modified, is incorporated herein as though fully set forth.

(c) **Training & Education** - The employer shall contribute a sum as specified in "wage Rate & Fringe Benefit Schedule" for all employees covered by this agreement, to a training and educational fund, known as the "Laborers' Local No. 17 Training & Educational Fund," which is administered pursuant to law by the trustees equally representing the union and the employer under an Agreement and Declaration of Trust dated July 1, 1981 to which agreement this employer is automatically bound, and which said agreement, as modified, is incorporated herein as though fully set forth.

(d) **Laborers-Employers Cooperation & Educational Trust Fund**. The employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a L.E.C.E.T. Fund, known as the "Laborers-Employers Cooperation & Educational

Trust", which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 1, 1990, to which agreement this employer is automatically bound, and which said agreement is incorporated herein as though fully set forth.

(f) Laborers Organizing Fund. The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by the Agreement, to a Laborers' Organizing Fund, known as "Laborers Local 17 L.O.F." which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 2, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

(e) Supplemental Unemployment Fund. The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Supplemental Unemployment Trust Fund, known as "Laborers Local 17 S.U.F." which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 1, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

ARTICLE XXIV PROVISIONS APPLICABLE TO FUNDS

(a) With respect to the welfare and pension funds, it is understood and agreed that the union shall be deemed to be a contributor.

(b) The employer agrees to purchase, in advance, vouchers to cover contributions to the Welfare, Pension, Training & Educational, L.E.C.E.T., L.O.F., S.U.F. and Industry Advancement Funds and deductions for the Working Dues and the District Council Dues Deduction. The Employer shall issue the proper amount of vouchers to each employee equal in value to the total due that week based upon hours actually worked in that week or pay period. The employee shall receive the vouchers in an envelope each payday. Vouchers shall be purchased at various designated offices. Stamps will be numbered serially. They shall be registered in the name of the purchasing employer.

(c) It is understood that the union shall refuse to furnish men to any employer until there is satisfactory evidence that the employer has purchased the vouchers. Such refusal by the union shall not be deemed a breach of this agreement.

**ARTICLE XXV
WORKING DUES**

(a) The employer shall deduct as per wage schedule, for each hour worked to employees covered by this agreement for a working dues.

(b) Employees shall deposit with the local union an executed authorization for deduction of the working dues which shall be irrevocable for a period of one (1) year to the termination of this agreement, whichever shall be less. The union shall keep the authorization cards on file for inspection by employers should any question arise over authorization. The employer assumes no obligation with respect to the obtaining of working dues authorization cards, it being understood that this shall be an obligation of the union.

(c) The union shall indemnify and save harmless the employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer in reliance upon working dues authorization cards being on file with the union.

**ARTICLE XXVI
AUDIT PROVISIONS**

(a) The books and records of each employer bound by this agreement pertinent to employment of employees covered by this agreement shall be made available at all reasonable times for inspection and audit by the accountants of the Welfare, Pension and Savings Funds, including without limitation, payroll records, W2 Forms, New York State Employment reports, social security reports, insurance company reports, all supporting checks, ledgers, vouchers and any other items concerning payroll. Inspection shall be restricted to verification of payments made and/or due to the funds as hereinbefore mentioned. Cost of inspection shall be borne by the respective funds involved. If the employer is delinquent he shall bear full cost of inspection and audit.

(b) It is understood and agreed that the association signatory to this agreement shall not be responsible, legally or otherwise, for any delinquents, defaults or violations of this article on the part of its individual members.

(c) The union will provide the Construction Contractors Association of the Hudson Valley, Inc. with a signed copy of this agreement with any employer who is not a member of the association.

**ARTICLE XXVII
SAVINGS CLAUSE**

It is mutually agreed that if the adoption of any State or Federal legislation or regulation, or a decree of a court of competent jurisdiction, conflicts with or is contrary to or has any direct bearing upon any of the provisions of this agreement, negotiations will be opened to make the necessary adjustments in the agreement but the negotiations will be notified to changes in existing laws or

regulations. Should any provision of this agreement be declared invalid, such declaration shall not invalidate the remaining portions of this agreement.

ARTICLE XXVIII MANAGEMENT RIGHTS

Except as limited by provisions of this agreement, the direction of employees, including the making and enforcing of rules to assure orderly and efficient operation, the determination of employee competency, the right to hire, transfer, promote, demote, discharge lay-off for lack of work, and the scheduling of work are rights vested exclusively in the employer.

The rights set forth herein are not exclusive, but merely indicate the type of matters or rights which belong to and are inherent to management.

ARTICLE XXIX DURATION OF AGREEMENT

This agreement shall continue in full force and effect from June 1, 2003 to May 31, 2005. Should either party desire a change or termination of this agreement, he shall serve notice in writing stating the changes desired upon the opposite party not less than ninety (90) days prior to the expiration date. If no changes are desired by either party within the specified period of time, this agreement shall continue and remain in full force and effect for another year and so continue from year to year.

IN WITNESS THEREOF, the parties have by their duly authorized officers or representatives, executed this Agreement on the date first mentioned above.

FOR THE EMPLOYERS:
CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC.

by: *[Signature]*
by: _____

FOR THE UNION:
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL NO. 17:

by: *[Signature]*
by: _____
by: _____

It is herewith agreed that all the terms and conditions in this agreement attached hereto and effective June 1, 2000 and thereafter as hereinbefore specified are applicable to and are binding upon the Employer named below.

NAME OF COMPANY

I do hereby acknowledge that I have received a copy of the current Collective Bargaining Agreement between the Construction Contractors Association of the Hudson Valley, Inc., and Laborers Local No. 17 and agree for and on behalf of the Employer named above that said Employer will comply with all of the terms and provisions of this Agreement. I further certify that I am duly authorized by said Employer to execute and deliver this consent.

I, _____, _____
Signature Title

of _____
Name of Company

Post Office Address & Zip Code

Area Code and Telephone Number

Location of Job

Signed: on this _____ day of _____.