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K#: **8231**

Employer Name: **Labor Relations Division, Albany Region of the Associated General Contractors of America, New York State Chapter, Inc.**

Location: **Albany NY**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **294**

SIC: **1611**

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**2004-2008 PRIVATE  
AGREEMENT  
BETWEEN**

*April 1, 2004 - MARCH 31, 2008*

**LABOR RELATIONS DIVISION  
ALBANY REGION  
ASSOCIATED GENERAL  
CONTRACTORS  
OF AMERICA  
NEW YORK STATE CHAPTER, INC.**

**AND**

**LOCAL 294  
INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS**



*58 pages*

**LABOR RELATIONS DIVISION**  
**ASSOCIATED GENERAL CONTRACTORS**  
**OF AMERICA**  
**NEW YORK STATE CHAPTER, INC.**

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## **AGREEMENT**

**THIS AGREEMENT, made this 1st day of April, 2004, by and between the LABOR RELATIONS DIVISION, ALBANY REGION OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC. (hereinafter referred to as the "Association"), acting for and on behalf of its present and future members, and TEAMSTERS LOCAL 294, affiliated with the International Brotherhood of Teamsters, Chauffeurs; Warehousemen and Helpers of America (hereinafter referred to as the "Union").**

### **ARTICLE 1 LEGALITY**

All provisions of this Agreement shall be complied with unless any such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event, either party at its option, may require renegotiation of such invalidated provisions for the purpose of adequate replacement thereof, reserving the right of arbitration in the event that such negotiations do not result in agreement.

### **ARTICLE 2 RECOGNITION**

2.1 The Employer does hereby recognize the Union as the sole labor organization representing employees covered by the Brotherhood of Teamster Jurisdiction, including, but not limited to, the classifications listed in the Appendix of this Agreement.

2.2 Two (2) working days prior to the commencement of any work on a project, the prime Contractor

shall notify in writing those crafts with whom the AGC is party to a contract of a prejob conference to be held at a time and place in the project area to be designated by the Prime Contractor. The Union agrees that it will attend at the designated time and place together with the other described Unions representing employees who will perform work on the project. It is mutually agreed that the Prime Contractor and the Union shall not be asked or required to attend any prejob conference with a single craft except in such instance as where a single craft will be performing work on the project.

2.3 No subcontractor is to commence work on a project until he has had a prejob conference with the Union, unless the Union waives such prejob conference.

2.4 If the prime or a subcontractor shall fail to comply with the obligations of Sections 2.2 and 2.3 of this Article, the Union shall be under no obligation to furnish applicants for employment to the offending contractor or subcontractor pursuant to other provisions of this contract.

### **ARTICLE 3 - GEOGRAPHICAL JURISDICTION**

3.1 This Agreement is to cover all Highway and Heavy construction work in the geographical jurisdiction of Teamsters Local 294 as provided for in Section 3.2.

3.2 The geographical jurisdiction of Local 294 shall be the counties of Albany, Rensselaer, Greene, Columbia, Schoharie, Montgomery, Schenectady, Fulton, Saratoga, Washington and in Warren County the townships of Stoney

Creek, Thurman, Luzerne, Queensbury, Caldwell, Warrensburg  
and Bolton.

#### LOCAL 294

President  
John Bulgaro  
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Albany, New York 12206  
(518) 489-5438  
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### ARTICLE 4 CONDITIONS OF EMPLOYMENT

4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on



he same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

4.2 When the Employer needs additional employees, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

## **ARTICLE 5 LIABILITY**

5.1 The Association and the Union named herein agree that they are acting in the sole capacity of bargaining representatives for their respective present and future members. Neither the Association nor the Union shall be liable for any violation of this Agreement by any of its present or future respective members.

5.2 The liability of the respective members of the Association and Union for any breach of this Agreement shall be several and not joint.

5.3 In the event that any Employer discontinues, or is discontinued from membership in the Association, the provisions of this Agreement shall remain fully binding on the Employer for the duration of this Agreement.

.4 The Association shall notify the Union in writing within seven (7) days after the time any new member joins the Association, and becomes a member of the Albany Region, Labor Relations Division of Associated General Contractors of America, New York State Chapter, Inc.

.5 Any work stoppage or strike action initiated by the Union against a Prime Contractor performing work covered by this Agreement prior to receiving notification from the Association of said employer becoming a member, shall not hold the Union in violation of the no-strike, no-walkout clause of this Agreement.

## **ARTICLE 6 DEFINITION OF HIGHWAY AND HEAVY CONSTRUCTION**

.1 Highway and Heavy Construction, where referred to in this Agreement is defined as including, but not limited to, the construction of roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad and street railway construction projects, sewers, water mains, grade separations, foundations, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, reclamation projects, water supply projects, water power developments, transmission lines, duct lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects; jetties, breakwaters, docks, harbors, industrial sites, intake structures, sewage treatment

projects, pure water works, water filtration projects, electric substations, ecology and environmental control projects, highways, grade crossings, curbs, culverts, railroad bridges, reservoirs, irrigation and flood control projects, locks, piers, pile driving, power plants, hydroelectric developments, pumping stations and all earth moving.

.2 This Agreement includes the external or outdoor site preparation for all projects involving excavation, grading, drainage, subgrade, paving and/or related work.

.3 Building construction, i.e., that work inside the building line is excluded from this Agreement.

## **ARTICLE 7 SUBCONTRACTING**

.1 Site work shall be defined as all work done on the site proper and all hauling from an area outside the project area to the project area, which outside area is operated and maintained by the Prime Contractor for use in conjunction with the project.

.2 The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement. All employees, including those employed by the subcontractor/independent operator with more than one (1) vehicle, and those on site work, described in

ection 7.1 above, shall be paid directly by the Prime Contractor. However, when mutually agreed between the Prime Contractor and Union, a subcontractor shall be allowed to establish his own payroll.

7.3 An owneroperator owning or contracting a single vehicle, operating or driving his own vehicle, shall receive his wages by check separate from the check issued for the use of equipment, issued by the Prime Contractor and shall be covered by all conditions incorporated in this Agreement.

Owneroperators shall designate who they desire to repair their trucks.

7.4 (a) Notwithstanding 7.2 above, employers that qualify as Prime Contractors shall carry their own payrolls when operating as a subcontractor.

(b) Subcontractors authorized to carry their own payrolls may also carry their subcontractors' payroll, provided it is agreed to by the Union.

7.5 By mutual agreement, an employer may subcontract to non-signatory specialty subcontractors.

## **ARTICLE 8 RULES**

There shall be no rules, regulations or agreements express or implied between the parties hereto, other than herein set forth in this Agreement except the Association and Union may from time to time issue Memoranda of Agreement for the

purpose of amending this Agreement on a project basis. It is mutually agreed that said Memoranda will be on file in the Association Office and the Union's office and will be considered as addenda and become a part of this Agreement on a project basis.

## **ARTICLE 9 JURISDICTIONAL RULES**

9.1 (a) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or other persons other than its employees in the bargaining unit herein involved to perform work which is recognized as being within the Teamsters' jurisdiction.

b) All work heretofore recognized as being within the jurisdiction of the Union shall continue to be the jurisdiction of the Union notwithstanding any inconsistent provisions contained in other Agreements executed by this Association.

9.2 If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local business agent of the crafts involved for settlement, and if no understanding or agreement is reached within fortyeight (48) hours, it will be referred to the International Unions involved for settlement. If no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period of settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until

ettlement is reached as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. International jurisdictional agreements shall be respected by both parties.

## **ARTICLE 10 NEGOTIATIONS**

10.1 The Employer agrees not to enter into any agreement with any other organization claiming to represent its employees during the term of this Agreement unless ordered by a Labor Relations Board having jurisdiction in the premises to cease to recognize the Union contracted with herein as the collective bargaining agent for the Employees.

10.2 The Employer agrees to deal, negotiate and treat with the properly accredited officers and committees of the union on all grievances that may arise between the Employer and the Union and members of the Union.

10.3 The Employer further agrees not to deal or bargain with any members of the said Union individually on matters of working conditions, wages and hours or in any matter over which the Union has jurisdiction or to enter into any Agreement that will conflict with this Agreement.

## **ARTICLE 11 INTERVIEW**

The authorized representative of the Union shall be allowed to interview the Employer, or the workers during

working hours, but shall not unreasonably interfere or hinder progress of the work.

## **ARTICLE 12 STRIKE OR LOCKOUT**

During the term of this Agreement, neither party shall order or permit any lockout, strike or other work stoppage or slowdown. Further, the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members.

## **ARTICLE 13 ARBITRATION AND GRIEVANCE PROCEDURE**

13.1 Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth.

Step 1. All grievances must be made known in writing to the other party within seven (7) calendar days after the reason for such grievance has occurred. An authorized representative of the Union shall first submit a written grievance to the Job Superintendent or his duly authorized representative. The authorized representative of the Union of the employee or employees involved shall be present at any meeting between the Job Superintendent and such employee or employees. The Job Superintendent or his duly authorized representative must make a written disposition of the matter within forty-eight (8)

hours after the submission of such written grievance thereto.

Step 2. If the disposition of the matter by the Job Superintendent or his duly authorized representative is not satisfactory, the matter must be taken up by the Business Agent and representative of the Employer with authority to act within forty-eight (48) hours of the written disposition set forth in Step 1.

Step 3. If the disposition of the matter in Step 2 is not satisfactory, the Business Manager shall attempt to resolve the matter with the Assistant Managing Director, AGC, within forty-eight (48) hours after Step 2.

13.2 Arbitration: If Step 3 is not successful, the grievant shall request arbitration by the New York Board of Mediation for final and binding decision. Such request shall be no later than seventy-two (72) hours after step (3). Both parties agree to submit to such arbitration and be bound by and follow the decision rendered. Failure to do so on the part of the grievant shall deem the grievance closed. The arbitrator shall be selected by alternately eliminating names from the seven (7) person list until one remains, the grievant or his representative shall strike the first name.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto or to add new provisions of this Agreement or any amendment or supplement thereto. If the arbitrator should determine that the grievance is not covered by this Agreement, he shall return the grievance to the parties without decision



and the grievance shall be closed. In such a case, the costs, if any, shall be borne by the grievant.

13.3 Violations concerning wages, hours, and all fringe benefit payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days' notice to the Employer that the Union will withdraw its men from the Employer's service. If the Employer contends there is a question of fact regarding the alleged violation, he may file for arbitration within the aforesaid three (3) working days. When a request for arbitration has been initiated, there shall be no work stoppage pending resolution of the dispute pursuant to this Article. Work jurisdiction, that is, disputes with respect to whether one group of employees or another group of employees shall perform certain work on the project is expressly not arbitrable under this contract.

13.4 The costs of arbitration, which shall include the fees and expenses of the arbitrator, shall be borne by the Company in case its principal contention is rejected by the arbitrator, and by the Union in case its principal contention is rejected by the arbitrator, except, however, that each party shall pay the fees of its own representatives and witnesses. Any dispute as to whose principal contention is rejected shall be determined by the arbitrator. In the case that both parties' principal contention is upheld in part, the arbitrator shall designate what part of the costs are to be borne by which party according to the relative merits of each party's position.

13.5 With regard to new equipment which is within the Teamster jurisdiction and with regard to equipment

within Teamster jurisdiction for which no wage rates appear herein, such wage rates shall be resolved pursuant to Article 13.1(3) and the subsequent provisions appearing thereafter in this Article. There shall be no deadlining of equipment or work stoppage pending resolution of the question and the agreed-upon rates shall be retroactive.

## **ARTICLE 14 DISCHARGE**

Any discharged employee may file a grievance no later than four (4) working days after discharge by a written notice submitted to the Project Manager or Superintendent and the Union and such grievance shall be immediately processed in accordance with the steps of the grievance procedure.

## **ARTICLE 15 JOB STEWARDS**

15.1 The Employer recognizes the right of the Union to designate Job Stewards and alternates. There shall be only one Steward on a project and he shall be an employee of the Prime Contractor except where the only Teamsters on the project are employees of a subcontractor, in which case there shall be one Steward and he shall be an employee of the subcontractor.

The Union shall notify the Employer in writing the name of the Employee of the Employer who is to be appointed Steward or Alternate Steward.

**The Teamster Steward shall be notified of any hiring or layoff of any employees of the Prime Contractor or subcontractors.**

**The Steward shall not replace any Teamster during the first eight (8) hours after commencement of a work day.**

**15.2 The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:**

**(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;**

**(b) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:**

**(1) have been reduced to writing or,**

**(2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.**

**15.3 Job Stewards and alternates have no authority to take strike action.**

**15.4 The Job Steward shall be the last employee to be laid off, and he shall not be discharged without notifying**

**the Union Business Representative.**

**15.5 The Teamster Steward shall be on the project at all times when the Employer or subcontractors have work performed within the jurisdiction of the Union provided:**

**(a) that the Steward or Union is notified when work is to be performed and**

**(b) the Steward asserts his seniority right to replace an employee prior to the start of the work day.**

**15.6 When more than one shift is employed, there shall be a Steward for each shift.**

**15.7 The Steward shall receive the highest rate being paid Teamsters on a project.**

## **ARTICLE 16 SENIORITY**

**16.1 Seniority shall be determined on a job or project basis. A separate seniority list shall be established for the Employees of the Prime Contractor and for each subcontractor without regard to who pays the Employees.**

**16.2 In case of layoff, due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee on his respective seniority list.**

**16.3 The rehiring procedure shall be the reverse**

of the layoff procedure. When work increases, employees laid off shall be notified to report for work in order of seniority.

16.4 These rules shall not apply if there are any breakdown or shutdown periods during the day. A man, whose vehicle is broken down or whose operation is shut down, shall go home regardless of seniority. When one or more shifts are being worked, each shift will be treated as a day for breakdown or shutdown purposes.

However, when a vehicle shall be out of service for more than one (1) day, then the older man shall be told to come in the next day and the youngest man shall be laid off, providing the senior employee is qualified to replace the laid off employee.

16.5 An employee, who has been laid off, shall be given at least forty-eight (48) hours to report to the job when he is called back to work, without loss of benefits or rights. In the event the Employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be hired.

The Union shall furnish temporary drivers if requested to do so, until the laid off employee shall report to work.

## **ARTICLE 17 LEAVE OF ABSENCE AND DISCIPLINE FOR UNAUTHORIZED ABSENCES**

17.1 An employee with a leave of absence shall lose no benefits or rights. Such leave of absence shall not be

binding unless it is agreed to in writing between the Employee, the Employer and the Union except when an employee is assigned to Union business, then the leave of absence becomes automatic.

17.2 In the event that an employee seeking a leave of absence fails or refuses to pay the Employer for remittance to the Pension and Health and Welfare Funds amounts sufficient to cover contributions during the period of absence, no such leave of absence shall be granted.

17.3 (a) The Union and the Employer expressly agree that a stable work force is required at all times in this seasonal industry and that the absence of individual employees may have a serious impact on the Employer's project productivity and efficiency.

(b) Absences from scheduled work are to be discouraged. Accordingly, it is agreed:

(1) the first absence without prior excuse or reasonable cause shall entitle the Employee to a verbal warning.

(2) the second absence without prior excuse or reasonable cause shall entitle the Employee to a written warning notice with copy to the Union.

(3) the third absence without prior excuse or reasonable cause is agreed to be just cause for discharge of the Employee and it shall be the decision of the Union whether to ask for recourse to the grievance procedure.

## **ARTICLE 18 WAGES AND MISCELLANEOUS**

**18.1 Pay:** All employees shall be paid on the job during working hours the wages for the previous week by Friday unless otherwise mutually agreed upon between the Employer and the Union. If an employee is discharged or laid off, all accrued wages shall be due and paid immediately, except that by mutual agreement an employee may be paid by check mailed within twenty-four (24) hours. If not mailed within 24 hours, such employee shall be paid an additional \$25.00 for each additional 24-hour period the check was not mailed.

### **18.2 Transporters and Escorts:**

(a) When selfpropelled equipment covered by this Agreement is to be moved from the job site to a new project under the equipment's power, such equipment shall be operated by an employee from the area where the trip originates.

(b) When equipment or material is to be removed from a job site by use of some other piece of employerowned or leased equipment, the operation of the transporting equipment shall be by an employee from the area where the transporting equipment is based. This clause shall be equally applicable to onjobsite moving of equipment or material where there is not present on the job site a suitable or available piece of equipment for such move, provided:

(1) that in the event that the time which the transporting equipment is used exceeds one day, the work in excess of one day shall be performed by an employee from

the job site area;

(2) the transporter does not supplant a site Teamster or vehicle.

(c) When transporting equipment is based on the job site, it shall be manned by an employee from the job site area when and if such services are required.

(d) Reasonable expenses for meals and lodging shall be paid by the Employer when furnished receipts.

(e) When escorts are required with respect to moves covered by this transporter clause, the escort drivers for such moves are within the jurisdiction of the Union and such drivers shall be from the area where the move originates.

With respect to equipment not customarily operated by Teamsters, the status quo with respect to escort drivers shall be observed pending resolution by the International Unions involved. The decision or agreement reached by said International Unions shall become a part of this Agreement and shall be final and binding upon the parties.

The Employer shall assign the number of men and vehicles under the above paragraphs at his discretion.

18.3 When an employee works in more than one classification during any one day, he shall be paid the wage rate of the highest classification in which he worked, for all hours worked on that day.

18.4 Piece Work: The Employer agrees not to



establish any piece work or contract work, subject to Article 7.

18.5 **Penalty Pay:** The moving of equipment or material by employees covered by this Agreement shall continue to be performed by such employees. In the event that such work is performed by employees other than those covered by this Agreement, it will, if established as having occurred, subject the Employer to penalty pay on the following basis:

(a) *An employee covered by this Agreement shall be paid on the same basis as if he had actually performed the work. In the jurisdiction of Local 294, Albany, penalty pay shall be on the basis of eight (8) hours in the event that such practice is shown to have heretofore existed in that area.*

(b) *When a grievance has been filed, questions of fact on violations of this provision shall be subject to review under the grievance and arbitration procedures established herein.*

18.6 **Funeral Leave:** Any employee with five (5) or more working days service, who is absent from work to attend the funeral of spouse, children, stepchildren, mother, father, sister, brother, fatherinlaw and motherinlaw, shall be paid the regular hourly rate for time lost from said employee's scheduled work week by reason of such funeral up to a maximum of three (3) days' absence of eight (8) hours per day. The Employee must produce proof to substantiate absence for such funeral if requested by the Employer. Nonwork days (Sundays, holidays, etc.) are not paid under this section, but are used in computing the three (3) day period.

18.7 The wage rates for all employees covered by this Agreement are set forth in Appendix A of this Agreement.

18.8 Rest Room Facilities: Clean, sheltered toilet facilities are to be provided and maintained by the Employer for the Employee.

18.9 No employee covered by this Agreement shall be assigned to perform services on two (2) pieces of productive equipment in continuous operation.

18.10 When an employee covered by this Agreement is not engaged in driving a vehicle, he may be required to perform other work as the Employer may direct.

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

19.1 An employee covered by this Agreement shall be employed on a project whenever any work is being performed which is covered by this Agreement.

19.2 All time worked in excess of eight (8) hours in any one day and all day Saturday shall be paid for at the rate of time and onehalf.

19.3 Normal workday shall consist of eight (8) hours with one-half hour for lunch. The starting time shall be set by the Contractor, which can include flexible starting times by mutual agreement between the Employer and the Union.

19.4 Two or three shifts may be worked in twentyfour (24) hours. Where two (2) shifts are employed, they shall be of equal duration and at the same rate.

Two shifts may be worked in twentyfour (24) hours and shall be of equal duration and at the same rate. However, in a two shift operation, where the combined number of hours worked by the two shifts is sixteen (16) or less, each shift shall be paid eight (8) hours pay at straight time.

Three shifts may be worked in twentyfour (24) hours and shall be at the rates and duration set forth below:

First Shift	8 Hours Work - 8 Hours Pay
Second Shift	7 1/2 Hours Work - 8 Hours Pay
Third Shift	7 Hours Work - 8 Hours Pay

Each shift shall have onehalf (1/2) hour for lunch.

When two or three shifts are worked, the second and third shift shall be considered for payroll purposes as having been worked in their entirety on the same day on which the first shift started.

19.5 (a) All time worked on Sunday shall be paid for at the rate of double time for no less than eight (8) hours.

(b) In the event such work is nonproductive (maintenance and safety), then employees shall be paid for actual time worked which in no event shall be less than two (2) hours. All Sunday work shall be paid at the rate of double time. Watering concrete is not maintenance and safety within

the meaning of this clause.

19.6 Time worked shall be from the appropriate parking area designated by the Employer for the assigned vehicle to the same such parking area.

19.7 On private (non-posted) rate work, four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

**FLEXTIME.** With respect to any project that is 100% Federally funded, awarded by a Federal Agency, the payment of overtime after eight (8) hours will not apply. Overtime will only be required to be paid after forty (40) hours.

19.9 **SINGLE IRREGULAR WORK SHIFT:** A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional \$1.50 per hour. Section 19.9 will be effective for work bid on or after January 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

## **ARTICLE 20 HOLIDAYS**

20.1 The paid Federal holidays to be observed are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

20.2 The paid holidays mentioned above are to be observed irrespective of the day of the week on which the holiday may fall. If the holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. 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. If the holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

20.3 Any employee laid off within the week in which a holiday falls shall receive holiday pay. However, if a new employee is employed by an employer for one (1) day only during this period, he shall not be entitled to holiday pay. A man must work the working day before and the working day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness, death in immediate family, or accident shall be entitled to holiday pay. An employee shall not receive holiday pay for holidays occurring during seasonal or other layoff periods.

20.4 If a man is ordered out and reports for work on a holiday, set forth in Section 20.1 above, and does not start, then he shall be paid a minimum of four (4) hours straight time in addition to the straight time given for said paid holiday. If he starts work on a paid holiday, he shall be paid a minimum of four (4) hours' pay at double time, plus the holiday pay.

## **ARTICLE 21 SHOW-UP TIME**

21.1 Any employee who reports for work at the regularly appointed starting time, unless he has been notified on the previous day that his services will not be required, shall be entitled to show-up time of two (2) hours at straight time. The employees shall remain on the job for the two (2) hour period unless otherwise directed by the Employer. Employees directed to stand-by beyond the two (2) hour period shall be paid show-up time plus such additional stand-by time.

21.2 Employees reporting for work at starting time shall, if put to work, receive a minimum of two (2) hours or actual hours worked, whichever is greater. The intent is not to interfere with an 8-hour workday, but rather be applicable to weather conditions, equipment failure, or other conditions beyond the Employer's control.

## **ARTICLE 22 SAFETY**

22.1 No employee covered by this Agreement shall be required to operate any equipment in violation of any applicable law or code. It shall not be a violation of this Agreement if any such employee refuses to operate unsafe equipment unless such refusal is unjustified.

No employee covered by this Agreement shall be responsible for payment of any fine as a result of ticketing for an overloaded vehicle. It shall be the responsibility of the truck owner to pay said fines. In the event the truck owner or subcontractor fails to pay the fines, the general contractor shall

be responsible for said fines.

## 22.2 Inspection of Vehicles:

(a) **OverRoad Vehicles:** Employees shall be given a maximum of five (5) minutes after daily starting time to make a preventative maintenance and safety check of their assigned vehicle. At the completion of the day's work, each such employee shall fill out one (1) original and one (1) copy of a report, the form to be furnished by the Employer, on which the Employee shall report any malfunction of his vehicle during the course of the day. These reports shall be turned into a person designated by the Employer. Upon completion of repairs, the driver will return his copy to management. The time, scope, manner and method of repairs shall be in the discretion of the Employer.

With respect to other vehicles, the maintenance check shall be done in accordance with the Employer's past practices and shall not be subject to the penalty pay clause.

(b) The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.

(c) Where the Employer has a safety committee on any job, one of the Employees who is a member of the Union shall be a party to such committee. The duties of the committee shall be determined by the Employer.

(d) An employee covered by this Agreement shall not be required to back his equipment under such hazardous conditions that his safety is endangered.

22.3 The Union and Employees agree that willful neglect by an employee to obey company safety rules and regulations or to obey safety rules, standards and regulations prescribed pursuant to the Occupational Safety and Health Act (OSHA) or other governmental regulation or legislation or to use properly such safety devices or equipment as provided by the company may be just cause for discharge. A copy of the company safety program shall be furnished each employee at time of employment. Employee's signature shall be proof of acknowledgement.

22.4 The Union and Employer will work together toward compliance with Federal Motor Carrier Safety Regulations 49 CFR Part 391.

## **ARTICLE 23 - DRUG/ALCOHOL ABUSE**

If an Employer or Employer's customer requires drug/alcohol testing as a condition of employment, the person referred to the Employer by the Union may be required to take such a test, providing the test meets Federal and State standards. Also, providing the Employee signs a permission card supplied by the Employer, a copy of which should be sent to the Union. A copy of the company substance abuse program shall be furnished each employee at time of employment. Employee's signature shall be proof of acknowledgement.



## **ARTICLE 24 HEALTH & WELFARE**

**24.1** Each Employer signatory to this Agreement must sign the applicable stipulation required by the Local 294 Health and Welfare Fund. The stipulation will be incorporated into this contract and considered a part of the Labor Agreement. All employers who have not signed the applicable stipulation required will sign the applicable stipulation at the prejob conference prior to commencement of work. Failure to sign said stipulation shall invalidate the nostrike clause.

**24.2** (a) Effective July 1, 2004, the Employer agrees to contribute the sum of four dollars and fifty cents (\$4.50), effective July 1, 2005, four dollars and seventy cents (\$4.70), effective July 1, 2006, four dollars and ninety-five cents (\$4.95) and effective July 1, 2007, five dollars and twenty cents (\$5.20) per actual hour paid to any and all of its employees covered by this Agreement working within the jurisdiction of Local Union 294 to the Local's Health and Welfare Fund on or before the 15th day of the month following that month in which said monies accrued.

**24.3** In the event that an employer obligated to make contributions pursuant to this Article fails to remit the monies accrued on or before the 15th day of the month following the month in which said monies accrued, then in such event the provisions of subsequent sections below shall be in full force and effect with respect to that job.

24.4 Welfare Fund:

**ALBANY AREA  
TRUCKING & ALLIED INDUSTRIES, LOCAL 294**

**STIPULATION**

**HEALTH AND WELFARE**

Date: July 1, 2000

The Employer agrees to make contributions on behalf of all of his regular fulltime and any and all other employees covered by this Union Agreement to the Welfare Fund, of the Albany Area Trucking and Allied Industries, Local 294, on or before the 15th of the month following, as indicated below:

EFFECTIVE 7/1/04 the sum of \$4.50 per hour for any and all of his regular fulltime employees and the sum of \_\_\_\_\_ per hour/day for any and all other employees.

EFFECTIVE 7/1/05 the sum of \$4.70 per hour for any and all of his regular fulltime employees and the sum of \_\_\_\_\_ per hour/day for any and all other employees.

EFFECTIVE 7/1/06 the sum of \$4.95 per hour for any and all of his regular fulltime employees and the sum of \_\_\_\_\_ per hour/day for any and all other employees.

EFFECTIVE 7/1/07 the sum of \$5.20 per hour for any and all of his regular fulltime employees and the sum of \_\_\_\_\_ per hour/day for any and all other employees.

The Employer further agrees as follows:

Failure on the part of the Employer to regularly contribute as specified herein shall make him liable for all claims, damages, attorney fees, court costs, etc., plus all arrears in payment, plus a ten percent (10%) penalty. In the event the Union suspends the operations of a defaulting Employer, the Union shall not be bound by any arbitration or no strike clause in this Agreement.

In the event an Employer is in arrears and the Union or its members stop working for collections, in addition to the above, the Employer must reimburse all employees for all time lost during stoppage. The late payment of arrears by an Employer shall not release or exculpate him from his responsibility to pay all claims, arrearages, penalties, etc., arising during the period that he was in arrears as determined solely by the Trustees.

The Health & Welfare Fund may at any time check the payroll records of any and all employees of the Employer covered by this Agreement at a time mutually agreed upon at no charge to the Employer, but in the event it is found that the Employer has not been complying with the Trust Funds provisions of the Agreement, the Employer shall pay the full cost of checking and auditing the books that may be necessary by the Trusts officials and, in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies that may exist to the Trust Funds plus a ten percent penalty.

The Health & Welfare Fund shall be open to

participation by any group of members belonging to a participating Local and employees of a participating Employer working outside the jurisdiction of the Collective Bargaining Agreement in the amounts indicated above. However, if these employees are included the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided by this Stipulation, and the Employer also agrees to continue to make contributions on all of these employees for as long as there shall be a Collective Bargaining Agreement or Agreements between the Employer and the Union subject to any and all rules and regulations covering this group that are issued by the Board of Trustees of the Welfare Fund. Should any of the provisions of the Collective Bargaining Agreement be declared to be in violation of the Labor Management Relations Act of 1947, as amended, or any other State or Federal Statute or regulations, such declaration shall in no way impair the effectiveness or continuity of the provisions of this Stipulation and such provisions are hereby expressly declared to be saved from such illegality.

Payments to the Welfare Fund shall be paid by the Employer during employees' vacation period and all paid holidays. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

If a regular employee is absent because of illness or offthejob injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions

to the Health and Welfare Fund for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions to the Health and Welfare Fund until such employee returns to work; however, such contributions shall not be paid for a period of more than four (4) weeks.

The Employer agrees to furnish such information as may be necessary from time to time concerning his employees as will enable the Trust Funds to carry out their duty to furnish adequate coverage for such employees.

By the execution of this Stipulation, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust of the Albany Area Trucking and Allied Industries, Local 294 Welfare Fund and ratifies all actions already taken or to be taken by the Trustees within the scope of their authority.

This Stipulation shall become effective as of the date of execution thereof and the payments above provided shall be payable from on or after \_\_\_\_\_. This Agreement shall continue in full force and effect for the same term as the Labor Agreement and shall continue in force and effect for the life of all future agreements replacing the present Labor Agreement with the exception that any and all conditions or contributions over and above those specified herein shall be applicable.

**TEAMSTERS LOCAL 294**  
**890 Third Street**  
**Albany, New York 12206**

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**President**

---

**Business Agent**

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**Name of Company**

---

**Address**

---

**City**

**Zip**

---

**Title**

## **ARTICLE 25 PENSION**

**25.1** Each Employer, signatory to this Agreement must sign the applicable stipulation required by The New York State Teamsters Conference Pension and Retirement Fund. The stipulation will be incorporated into this contract and considered a part of the Labor Agreement. All Employers who have not signed the applicable stipulation required will sign the applicable stipulation at the prejob conference prior to commencement of work. Failure to sign said stipulations shall invalidate the nostrike clause.

**25.2** Effective July 1, 2004 the Employer agrees to contribute the sum of five dollars and fifteen cents (\$5.15), effective July 1, 2005, five dollars and forty-five cents (\$5.45) effective July 1, 2006, five dollars and seventy-five cents (\$5.75) and effective July 1, 2007, six dollars and five cents (\$6.05) per actual hour paid to any and all of its employees covered by this Agreement working within the jurisdiction of Local 294 to The New York State Teamsters Conference Pension and Retirement Fund on or before the 15th day of the month following that month in which said monies accrued.

**25.3** In the event that an employer obligated to make contributions pursuant to this Article fails to remit the monies accrued on or before the 15th day of the month following the month in which said monies accrued, then in such event the provisions of subsequent sections below shall be in full force and effect with respect to that job.

## 25.4 Pension Fund:

### THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

#### PARTICIPATION AGREEMENT

This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full time, part time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

The Employer agrees to contribute as follows, not to exceed the maximum:

<i>Rates of Contribution</i>	<i>Hourly</i>	<i>Weekly</i>	<b>CONTRACT:</b>
Effective _____	_____	_____	<input type="checkbox"/> UPS
Effective _____	_____	_____	<input type="checkbox"/> FREIGHT - National
Effective _____	_____	_____	<input type="checkbox"/> FREIGHT - Area
Effective _____	_____	_____	<input type="checkbox"/> CONSTRUCTION



Effective \_\_\_\_\_  MUNICIPAL  
 OTHER  
(specify) \_\_\_\_\_

Covered Group (specify) \_\_\_\_\_

Bargaining  Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formulas for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the employer must

immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and in accordance with the Fund's current Collections Policy.

The Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or

Agreements between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

When the Fund provides benefits for illness or off-the-job injury, the following shall apply: If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than \_\_\_\_\_ weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, local the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to arbitration proceedings, all such arbitrations shall be initiated in the Syracuse, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court tribunal specified herein.

This Participation Agreement shall become effective as of the

date of execution hereof and the payments above provided shall be payable from and after \_\_\_\_\_, and expire on \_\_\_\_\_. This agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. A new Participation Agreement must be signed and submitted for each subsequent Collective Bargaining Agreement.

Effective Date of Collective Bargaining Agreement: \_\_\_\_\_ Expiration Date of Collective Bargaining Agreement \_\_\_\_\_

The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

TEAMSTERS LOCAL UNION #                      EMPLOYER:

ADDRESS:    ADDRESS:

SIGNATURE:    SIGNATURE:

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NEW YORK STATE TEAMSTERS CONFERENCE  
PENSION & RETIREMENT FUND**

**3 NORTHERN CONCOURSE, SYRACUSE, NEW YORK  
13212**

**SIGNATURE** \_\_\_\_\_

EXECUTIVE ADMINISTRATOR

DATE:

**ARTICLE 26 - TRAINING AND EDUCATION FUND**

26.1 The Employer agrees to contribute the amount hereinafter provided for in Appendix A of this Agreement to the Local 294 Teamsters Joint Training and Education Fund (herein referred to as "Fund") for each actual hour worked by employees covered by this Agreement.

26.2 The Fund will be established and maintained in accordance with applicable laws as a jointly-administered trust fund under the Labor-Management Relations Act of 1947, as amended, Section 302, as amended, to provide education, training and skill development for eligible employees, as the Fund's Trustees shall determine.

## ARTICLE 27 DUES CHECKOFF

27.1 The Employer shall deduct from the basic wage rate of employees covered by this Agreement regular monthly dues of the Union in such sum as is established by each Local involved.

27.2 Dues shall be deducted on the first pay period of the month, only from those employees covered by this Agreement who have sufficient earnings and are employed for that pay period. Employees who are not employed or who have insufficient earnings for this pay period will be responsible for their own dues that month.

27.3 No deduction shall be made for regular monthly dues for any such employee unless the Employee has deposited with the Employer his copy of an executed dues checkoff authorization form which shall in no event be irrevocable for a period of more than one year or the termination date of this Agreement whichever shall be the less.

27.4 Executed copies of dues checkoff authorization cards will be kept on file by the Union and the Employer.

27.5 The Employer assumes no obligation with respect to the obtaining of dues checkoff authorization cards, it being understood that this is a duty and obligation of the Union.

27.6 The Union shall indemnify and save the Employer harmless 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 Company in reliance upon dues checkoff authorization cards furnished by the Employees and/or Union.

## **ARTICLE 28 WORK ASSESSMENT**

28.1 The Employer shall deduct from the basic wage rate of employees covered by this Agreement, the amount as shown in the wage rate schedule for each actual hour worked by such employees.

28.2 No deduction shall be made for work assessment for any such employee unless the Employee has deposited with the Employer his copy of an executed work assessment authorization form which shall in no event be irrevocable for a period of more than one year or the termination date of this Agreement whichever shall be the less.

28.3 Executed copies of the work assessment cards will be kept on file by the Union and the Employer.

28.4 The Employer assumes no obligation with respect to the obtaining of work assessment authorization cards, it being understood that this is a duty and obligation of the Union.

28.5 With respect to any such employee for whom a work assessment authorization card has not been furnished, the gross basic wage rate as shown in the wage rate schedule shall be paid to the Employee on a straight or overtime basis



as shall be applicable under this Agreement.

28.6 Work assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards.

28.7 The Union shall indemnify and save the Employer harmless 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 Company in reliance upon work assessment authorization cards furnished by the Employees and/or Union.

## **ARTICLE 29 RECIPROCITY OF FRINGE BENEFITS**

29.1 The Parties to this Agreement mutually agree that it would be in the best interests of employees represented by the Union if provisions were made to assure that each such employee be credited with every hourly contribution made on his behalf by Welfare and/or Pension Benefits.

29.2 The Parties to this Agreement further agree that the goals described in 29.1 could be achieved by the development, execution and implementation of full reciprocity among the various Welfare and Pension Funds in whose jurisdictions the Employees may be employed.

## **ARTICLE 30 NONDISCRIMINATION IN EMPLOYMENT**

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The use of masculine or feminine gender in this agreement shall be construed as including both genders.

## **ARTICLE 31 CARRYOVER**

For all work bid on or after April 1, 1982, there shall be a twelve (12) month carryover, that shall be effective for twelve (12) months after the bid date, of the negotiated rates in effect at the time of bid. The rates of wages and contributions shall be the rates of this negotiated agreement.

Any rate of wages and contributions affected by the carryover clause herein, shall be increased after the twelve (12) month period after the bid date that initiated the original carryover.

## **ARTICLE 32 DURATION**

This Agreement shall remain in full force and effect from April 1, 2004 to March 31, 2008. It shall be renewed from year to year unless either party serves written notice that

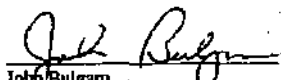
it desires to modify or terminate the Agreement at least sixty (60) days prior to March 31, 2008, or sixty (60) days prior to March 31st of any year thereafter.

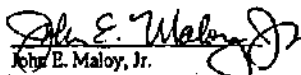
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives the day above first written and this Agreement shall be binding upon their heirs, administrators, successors and assigns.

FOR THE LRD/AGC  
ALBANY REGION

  
Eugene D. Hallock, III

FOR TEAMSTERS  
LOCAL 294

  
John Bulgaro

  
John E. Maloy, Jr.

  
Jonas Ravens

  
Ron Wolfe

  
AJ Castellano

**APPENDIX A  
ALBANY REGION LRD/AGC  
TEAMSTERS LOCAL 294 (ALBANY)  
2004-2008 HIGHWAY-HEAVY WAGE RATE SCHEDULES**

Effective July 1, 2004, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$21.42	\$4.50	\$5.15	\$3.35	\$31.42
Group 2	\$21.47				\$31.47
Group 3	\$21.52				\$31.52
Group 4	\$21.67				\$31.67
Group 5	\$21.82				\$31.82

Effective July 1, 2005, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$22.17	\$4.70	\$5.45	\$6.00	\$32.92
Group 2	\$22.22				\$32.97
Group 3	\$22.27				\$33.02
Group 4	\$22.42				\$33.17
Group 5	\$22.57				\$33.32

Effective July 1, 2006, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$22.92	\$4.95	\$5.75	\$8.00	\$34.42
Group 2	\$22.97				\$34.47
Group 3	\$23.02				\$34.52
Group 4	\$23.17				\$34.67
Group 5	\$23.32				\$34.82

Effective July 1, 2007, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$23.67	\$5.20	\$6.05	\$1.00	\$35.92
Group 2	\$23.72				\$35.97
Group 3	\$23.77				\$36.02
Group 4	\$23.92				\$36.17
Group 5	\$24.07				\$36.32

**Group 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chaser.**

**Group 2: Tandems and Batch Trucks, Mechanics, Dispatcher.**

**Group 3: SemiTrailers, Lowboy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.**

**Group 4: Specialized Earth Moving Equipment Euclid Type, or similar offhighway equipment, where not selfloaded, Straddle (Ross) Carrier, and selfcontained concrete mobile unit.**

**Group 5: OffHighway Tandem BackDump, Twin Engine Equipment and DoubleHitched Equipment where not selfloaded.**

**Water Tank, Sprinkler Trucks and Winch Trucks shall be governed by the appropriate group according to axle, i.e., single axle, three axle, Euclid or semi.**

**The classifications of Greasers, Truck Tiremen, Truck Mechanic, and Truck mechanichelpers refer to hauling subcontractors.**

**In the event that the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International**

Union of Operating Engineers shall reach an agreement on the International level, which agreement awards any or all of the following work classifications to the Teamsters Union, then the designation set forth below shall be followed:

Group 1: Rubbertired tractors (towing or pushing flatbody vehicles), Form Truck.

Group 2: "A" Frame Operator, Frontend Loader, and Fork Lift when used as a hauling vehicle.

Group 3: Boom Truck.

*The Employer recognizes the jurisdiction of the Union with respect to parts chasing and when the services of a Parts Chaser are required, such work shall be assigned to an employee of the Teamster craft. In the jurisdiction of Local 294 which shall not be changed during the life of this Agreement, parts chasing shall be assigned to the Steward.*

**Hazardous Waste:** When an employee covered by this agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished, and those employees use or wear the equivalent of Level C or above forms of personal protection, then in such case an employee shall receive \$1.00 per hour over the applicable Group rate.

**SINGLE IRREGULAR WORK SHIFT:** A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental

mandated night work shall be paid an additional \$1.50 per hour. A single irregular work shift will be effective for work bid on or after January 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

## **INDIVIDUAL EMPLOYER**

**In consideration of the time, efforts, and sums expended by the Union, the Labor Relations Division and the Employer in the negotiation of the foregoing contract, in consideration of the similar time, effort and sums expended and to be expended in its administration, and further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its member contractors, and Employers, the undersigned individual employer agrees:**

**1. That he (it) has read the foregoing collective bargaining Agreement, dated April 1, 2004, and agrees, as an individual employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.**

**2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trusteed funds provided for in said Agreement, further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.**



\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
An Authorized Officer, Title

\_\_\_\_\_  
Firm Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

Local Union: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
UNION COPY

## **INDIVIDUAL EMPLOYER**

In consideration of the time, efforts, and sums expended by the Union, the Labor Relations Division and the Employer in the negotiation of the foregoing contract, in consideration of the similar time, effort and sums expended and to be expended in its administration, and further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its member contractors, and Employers, the undersigned individual employer agrees:

1. That he (it) has read the foregoing collective bargaining Agreement, dated April 1, 2004, and agrees, as an individual employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.

2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trusteed funds provided for in said Agreement, further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.

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Name of Firm

By: \_\_\_\_\_

**NOTE: This page to be  
An Authorized Officer, Title  
filled out in duplicate  
and one copy forward to:**

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Firm Street Address

**and one copy forward to:  
Labor Relations Division  
New York State Chapter,  
Inc. Associated General  
Contractors of America**

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City and State

**10 Airline Drive, Suite 203  
Albany, NY 12205**

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Telephone Number

Local Union: \_\_\_\_\_

By: \_\_\_\_\_

**Authorized Representative  
294 Agreement 2004-2008**