Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Structural Steel Erectors Division for Line and Grade Field Parties, Allied Building Metal Industries, Inc. and International Union of Operating Engineers (IUOE), AFL-CIO, Local 15D (2002)**

K#: **8728**

Employer Name: **Structural Steel Erectors Division for Line and Grade Field Parties, Allied Building Metal Industries, Inc.**

Location: **NY New York**

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

Local: **15D**

SIC: **1791**

NAICS: **23819**

Sector: **P**

Number of Workers: **1000**

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

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

Number of Pages: **21**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

K 8728
1,000 workers
21 pgs.

AGREEMENT BETWEEN

STRUCTURAL STEEL ERECTORS

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 15D

AFFILIATED WITH THE AFL-CIO

JULY 1, 2002 THROUGH JUNE 30, 2006

INDEX

	Page
Object	1
Principles	1
Territory Covered	2
Work Covered	2
Hours	3
Wages & Conditions	4
Fringe Benefit Funds	7
Union Dues Checkoff	14
Trade & Jurisdictional Disputes	15
Settlement of Disputes	16
Equal Employment Opportunity	17
Savings Clause	17
Duration & Termination	17
Schedule A	19

THIS AGREEMENT is made and entered into effective as of July 1, 2002 by and between the **STRUCTURAL STEEL ERECTORS DIVISION FOR LINE AND GRADE FIELD PARTIES OF ALLIED BUILDING METAL INDUSTRIES, INC.,** (hereinafter referred to as the "ASSOCIATION") for and on behalf of its members whose names appear on "Schedule A" (hereinafter referred to jointly and individually as the "EMPLOYER") and such structural steel erectors that may become members of Allied and who in the past have not primarily employed Iron Workers in the geographical jurisdiction of this Agreement to do line and grade work, and **LOCAL 15D of the INTERNATIONAL UNION OF OPERATING ENGINEERS, affiliated with the AFL-CIO**, (hereinafter referred to as the "UNION").

ARTICLE I
OBJECT

The purpose of this Agreement is to establish and maintain wages, hours and working conditions for the work on steel erection covered by this Agreement in the territory to which it applies, to prevent strikes and lock outs, to insure the peaceful resolution of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and Employee, and to provide for the adjustment of disputes between trades.

ARTICLE II
PRINCIPLES

SECTION 1. The amount of work an employee may perform shall not be restricted by the Union nor by its representatives, officers or members, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with.

SECTION 2. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions of the job regarding passes, entrances to be used, and the like.

SECTION 3. The Employers recognize the Union as a source for obtaining skilled Line and Grade Men and agree to employ such workers who are members in good standing of the Union or who become members of the Union eight (8) days after the commencement of their employment, and the Union agrees to furnish such workers when requested by the Employers. Such workers shall, thereafter, maintain their membership in good standing.

SECTION 4. There shall be no discrimination against any Employee or individual with respect to any term of employment or otherwise because of race, creed, color, national origin, sex or age.

SECTION 5. The Union or its representatives shall not order a strike or stoppage of work, nor shall the Employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out Employees. All disputes, complaints, grievances or differences shall be resolved in accordance with the provisions of Article XI.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs when combined action by all trades is officially ordered; but no such removal shall take place until formal notice is first given to the Association.

SECTION 6. Employers are at liberty to employ and discharge whomever they see fit. They shall at all times be the sole judge as to the work to be performed and whether work performed by their Employees is or is not satisfactory.

SECTION 7. Should the Union knowingly allow its members to work for Employers who are engaged in the same work as the Employers herein, at wages and working conditions less favorable to the Employees than those contained in this Agreement, the wages and conditions in this Agreement shall immediately be changed to the less favorable wages and conditions shown to exist.

ARTICLE III
TERRITORY COVERED

This Agreement shall apply to steel erection work in New York City and in Nassau, Suffolk, Westchester and Putnam Counties as well as that part of Dutchess County lying south of the North City Line of Poughkeepsie, New York.

ARTICLE IV
WORK COVERED

SECTION 1. Where referred to in this Agreement, steel erection means the erection of structural steel.

SECTION 2. This Agreement shall apply to qualified Employees customarily and regularly engaged in Field Survey work whether initial layout or checking for the erection of structural steel.

SECTION 3. The Union will not interfere with the practices and customs of other Unions affiliated with the AFL-CIO and further shall not interfere with the work of Registered Surveyors without limiting the rights of the Union to organize such Registered Surveyors.

Employers reserve the right to subcontract Line and Grade work to Contractors who are in Collective Bargaining Agreements with Local 15D.

SECTION 4. The following definition of job categories shall apply:

CHIEF OF PARTY: A Chief of Party is a Field Engineer who supervises and directs one party on any one job. He is directly responsible for the layout from the taking of information from supplied specifications and plans to the direction and actual performance of layout. He shall be able to read plans and specifications, draw any additional sketches required for the performance of layout, develop and maintain survey records, do the necessary computations, keep control of layout on the job and be able to do the required duties of an Instrument Man and Rodman.

INSTRUMENT MAN: An Instrument Man is a Field Engineer who, under the direction of a Chief of Party, performs layout and runs the instruments in a party. He shall be able to set up, operate and make minor adjustments to surveying instruments, read plans and sketches and keep surveying records. He shall be able to perform the duties of a Rodman.

RODMAN: A Rodman is a Field Engineer who holds the rod and generally assists other Field Engineers (Party Chief, Instrument Man). He shall be able to operate surveying rods and be able to chain and generally assist in doing layout.

SECTION 5. Nothing in this Agreement shall prevent an Employee of one category in Section 4 above from temporarily performing the duties of any other category and also from performing any other duties when not engaged in Line and Grade work.

SECTION 6. Instruments such as Transits, Levels, Theodolites, and Lasers, when used as an Instrument, Fathometers, Distomats and Geodometers, and other similar instruments, are instruments used by Local 15D, Survey Engineers in the course of their work.

ARTICLE V
HOURS

SECTION 1.

(a) Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

If an Employee is laid off from his work assignment and said Employee or his replacement is rehired by the Employer within five

(5) consecutive working days, said Employee or any other Employee shall be paid for the intermittent time during the layoff period.

(b) A single shift shall be eight (8) working hours starting at 8:00 a.m., meal time may be one (1) hour or one-half (1/2) hour.

(c) When two (2) shifts are employed, the work period for each shift shall be seven (7) hours, with pay for eight (8) hours.

(d) When three (3) shifts are employed, each shift will work seven (7) hours but will be paid for eight (8) hours.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A work week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday.

(g) Notwithstanding the provisions of this Section 1 (b) and 1 (f), upon notice to the Union, Employees shall be permitted to work a shift with a starting time of 7:00 a.m. at straight time rates so long as the Employer's entire work crew is working in accordance with the 7:00 a.m. starting time. Such shift shall remain in place for a minimum of forty (40) hours.

ARTICLE VI
WAGES AND CONDITIONS

SECTION 1. The rates of wages to be paid Employees covered by this Agreement shall be as follows for the period July 1, 2002 through June 30, 2006:

PARTY CHIEF

Date	Weekly Rate	Hourly Rate
7/1/02	$1,638.40	$40.96
8/1/02	$1,618.40	$40.46
7/1/03	(*)	+$2.50 per hour (*)
7/1/04	(*)	+$2.50 per hour (*)
7/1/05	(*)	+$2.77 per hour (*)

INSTRUMENT MAN

Date	Weekly Rate	Hourly Rate
7/1/02	$1,300.40	$32.51
8/1/02	$1,280.40	$32.01
7/1/03	(*)	+$2.13 (*)
7/1/04	(*)	+$2.13 (*)
7/1/05	(*)	+$2.37 (*)

RODMAN

Date	Weekly Rate	Hourly Rate
7/1/02	$908.80	$22.72
8/1/02	$888.80	$22.22
7/1/03	(*)	+$1.71 (*)
7/1/04	(*)	+$1.71 (*)
7/1/05	(*)	+$1.90 (*)

All the above rates are based on a forty (40) hour week.

(*) Local 15D shall have the right to allocate these total economic packages between wage rates and fringe benefit contributions after notifying the Association in writing thirty (30) days before said allocations are to become effective.

SECTION 2.

(a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day and for all work performed in excess of forty (40) hours per week and for the eight (8) hours of work on Saturday. Double time shall be paid for all work in excess of eight (8) hours on Saturday and for all work performed on Sundays and holidays.

(b) It is agreed that Line and Grade Men shall be employed at a straight time weekly rate, except at the start and finish of employment and on employment of one (1), two (2) or three (3) days' duration in any payroll week, he shall be paid for actual days worked. On employment of four (4) days' duration in any payroll week, he shall be paid for a full week.

(c) It is agreed that the increases reflected in Section 1 will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees are being paid over the minimum rates of these classifications.

SECTION 3. HOLIDAYS.

(a) The paid holidays to be observed are: New Year's Day, Lincoln's Birthday, President's Day, Good Friday, Memorial (Decoration) Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned holidays even if occurring on a Saturday. If an above-mentioned holiday occurs on a Sunday, it should be observed on the following Monday.

To be paid for any of the above-mentioned holidays without working, Employees must work at least one (1) day in the payroll week in which the holiday occurs. No Employee shall receive pay for any holiday from more than one (1) Employer.

If it is necessary for Employees covered by this Agreement to work on any of the above-mentioned holidays, even if the holiday occurs on a Saturday or Sunday, compensation shall be at the double time rate.

(b) If an Employee is ordered out and reports on a Saturday, Sunday or holiday and his services are not used, he shall receive four (4) hours' pay at the appropriate rate for that day.

SECTION 4. There shall be a Party Chief in each field party.

SECTION 5. Engineers will snap all lines in connection with their own layout.

SECTION 6. Should the job be closed down on Thursday or Friday for a legal holiday or for any other good or sufficient reason, then pay time shall stop on Tuesday of that calendar week at 4:30 p.m. and wages shall be paid on Friday or Thursday, respectively, of the same week.

SECTION 7. If there is any change in the established pay day, a notice to that effect must be posted on the job by the Employer, twenty-four (24) hours in advance of such change.

SECTION 8. If discharged during the week for any reason, men shall be paid at once on the job site. All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back.

Wages shall be paid either in cash or by check, at the Employer's option, provided the delivery of the checks shall be made at least one (1) day preceding a banking day.

If for any reason the Employer terminates the service of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of employment, otherwise time shall be charged for the accrued wages not to exceed three (3) days' pay, provided the Employee remains on the job during regular working hours of those three (3) days.

SECTION 9. Neither party during the life of this Agreement, is to adopt Bylaws or attempt to enforce any working rule or regulation which is contrary to any of the provisions in this Agreement.

SECTION 10. When Employers do any work other than the type of work covered by this Agreement, they shall conform to any applicable agreement that exists between an Employing Group and the International Union of Operating Engineers, Local Union 15D.

SECTION 11. A man will not be required to walk more than 10 floors or 100 feet, whichever occurs first, regardless of starting time.

ARTICLE VII
FRINGE BENEFIT FUNDS

SECTION 1. WELFARE FUND

(a) For each hour paid to each Employee covered by this Agreement, the Employer shall make contributions to the Welfare Fund of the International Union of Operating Engineers, Locals No. 15, 15A, 15C, 15D ("Welfare Fund") as follows:

Effective 7/1/02 - 6/30/03:	$4.20 per hour
Effective 7/1/03 - 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/04 through 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/05 through 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

(b) Contributions shall be paid on the premium portion of overtime paid as follows:

Effective 7/1/02 - 6/30/03 - $6.30 for each time and one-half hour paid; $8.40 for each double time hour paid.

(c) The required Employer contributions shall be paid in stamps purchased from the Welfare Fund and shall be given to the Employees in accompaniment with their weekly pay. The said stamps shall be remitted by the Employees to the Welfare Fund at such times as designated by the Trustees of the Fund.

(d) The Employer contributions shall be used exclusively to provide welfare benefits through a plan qualified by the Internal Revenue Service in such form and amount as the Trustees of the Fund may determine, as well as for the organization and administration expenses of the Fund. The Welfare Fund shall provide, without further contributions from either the Employer or the Employees, an approved plan of coverage as required by the New York State and New Jersey State Disability Benefits Laws.

(e) For the purpose of this Section, the Union, the various Trust Funds provided for in this Agreement, and the Regional Director of the International Union of Operating Engineers for the New York District and his staff, shall be considered to be contributing Employers and shall make contributions on behalf of their full-time Employees who are not members of another union for collective bargaining purposes, except that coverage for Employees of the Welfare and Pension Funds may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

(f) The Welfare Fund shall continue to be administered pursuant to an Agreement and Declaration of Trust which conforms to applicable law.

SECTION 2. PENSION FUND

(a) For each hour worked by each Employee covered by this Agreement, the Employer shall make contributions to the Pension Fund of the International Union of Operating Engineers, Locals No. 15, 15A, 15C, 15D ("Pension Fund") as follows:

Effective 7/1/02 - 7/30/02:	$3.40 per hour
Effective 8/1/02 - 6/30/03:	$3.65 per hour
Effective 7/1/03 - 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

Effective 7/1/04 - 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/05 - 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

(b) No contributions shall be made on the premium portion of double time or overtime hours so that if an Employee works 50 hours, as an example, the Employer contributions shall be 50 times the rate stated above.

(c) The required Employer contributions shall be paid in stamps purchased from the Pension Fund and shall be given to the Employees in accompaniment with their weekly pay. The said stamps shall be remitted by the Employees to the Pension Fund at such times as designated by the Trustees of the Fund.

(d) The Employer contributions shall be used exclusively to provide pension benefits through a plan qualified by the Internal Revenue Service in such form and amount as the Trustees of the Fund may determine, as well as for the organization and administration expenses of the Fund.

(e) For the purpose of this Section, the Union and the various Trust Funds provided for in this Agreement shall be considered to be contributing Employers and shall make contributions on behalf of their full-time Employees who are not members of another union for collective bargaining purposes, except that coverage for Employees of the Welfare and Pension Funds may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

(f) The said Fund shall continue to be administered pursuant to an Agreement and Declaration of Trust which conforms to applicable law.

SECTION 3. VACATION FUND - POLITICAL ACTION COMMITTEE FUND.

(a) For each hour paid to each Employee covered by this Agreement, the Employer shall make contributions to the Vacation/PAC Fund of the

International Union of Operating Engineers, Locals No. 15, 15A, 15C, 15D ("Vacation/PAC Fund") as follows:

Effective 7/1/02 - 6/30/03:	$1.05 per hour (*)
Effective 7/1/03 - 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/04 - 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/05 - 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

(*) includes $.05 or such other amount which may be voluntarily allocated to the Locals No. 15, 15A, 15D Voluntary Political Action Committee "VPAC".

(b) Contributions shall be made on the premium portion of overtime paid, as follows:

$1.58 for each time and one-half hour paid;
$2.10 for each double time hour paid;

(c) The required Employer contributions shall be paid in stamps purchased from the Vacation Fund and shall be given to the Employees in accompaniment with their weekly pay. The said stamps shall be remitted by the Employees to the Vacation Fund at such times as designated by the Trustees of the Fund.

(d) The Employer contributions shall be used exclusively to provide Vacation benefits through a plan qualified by the Internal Revenue Service in such form and amount as the Trustees of the Fund may determine, as well as for the organization and administration expenses of the Fund.

(e) The said Fund shall continue to be administered pursuant to an Agreement and Declaration of Trust which conforms to applicable law.

SECTION 4. APPRENTICE FUND.

(a) For each hour paid to each Employee covered by this Agreement, the Employer shall make contributions to the International Union of Operating Engineers, Local 15, 15A, 15C, 15D, Apprenticeship, Skill Improvement and Safety Fund ("Apprentice Fund") as follows:

Effective 7/1/02- 6/30/03:	$0.30 per hour
Effective 7/1/03- 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/04 - 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/05 - 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

(b) Contributions shall be made on the premium portion of overtime paid, as follows:

$0.45 for each time and one-half hour paid;
$0.60 for each double time hour paid;

(c) The required Employer contributions shall be paid in stamps purchased from the Apprentice Fund and shall be given to the Employees in accompaniment with their weekly pay. The said stamps shall be remitted by the Employees to the Apprentice Fund at such times as designated by the Trustees of the Fund.

(d) The Employer contributions shall be used exclusively to provide programs through a plan qualified by the Internal Revenue Service in such form and amount as the Trustees of the Fund may determine, as well as for the organization and administration expenses of the Fund.

(e) The said Apprentice Fund shall continue to be administered pursuant to an Agreement and Declaration of Trust which conforms to applicable law.

SECTION 5. ANNUITY FUND CONTRIBUTION.

(a) For each hour paid to each Employee covered by this Agreement, the Employer shall make contributions to the International Union of Operating Engineers, Local 15, 15A, 15C, 15D, Annuity Fund ("Annuity Fund") as follows:

Effective 7/1/02 - 7/31/02:	$7.25 per hour.
Effective 8/1/02 - 6/30/03:	$7.50 per hour.
Effective 7/1/03- 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/04- 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.
Effective 7/1/05- 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of this Agreement.

(b) Contributions shall be made on the premium portion of overtime paid, as follows:

Effective 7/1/02 - 7/31/02:	$10.875 for each time and one-half hour paid. $14.50 for each double time hour paid.
Effective 8/1/02 - 6/30/03:	$11.25 for each time and one-half hour paid. $15.00 for each double time hour paid.

(c) For the purpose of this Section, the Union and the various Trust Funds provided for in this Agreement shall be considered to be contributing Employers and shall make contributions on behalf of their full-time Employees who are not members of another union for collective bargaining purposes.

(d) The required Employer contributions shall be paid in stamps purchased from the Annuity Fund and shall be given to the Employees in accompaniment with their weekly pay. The said stamps shall be remitted by the Employees to the Annuity Fund at such times as designated by the Trustees of the Fund.

(e) The Employer contributions shall be used exclusively to provide Annuity benefits through a plan qualified by the Internal Revenue Service in such form and amount as the Trustees of the Fund may determine, as well as for the organization and administration expenses of the Fund.

(f) The said Fund shall continue to be administered pursuant to an Agreement and Declaration of Trust which conforms to applicable law.

SECTION 6. TRUST FUND PROTECTION.

(a) The Employer shall make available to the auditors of the Trust Funds specified in the foregoing Sections of this Article, within ten (10) days after written notice from the Trustees, any and all records, which in the discretion of the Trustees of said Funds, or any one Fund, may be required to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement.

(b) The Employer shall furnish the Trustees of the Funds specified in Sections 1, 2, 3, 4 and 5 of this Article with reports for each calendar month not later than the 15th day of the month following, providing the names, job classifications, social security numbers, wages earned and hours worked for all Employees covered under this Agreement together with such other information as may be required by the Trustees for the proper and efficient administration of each of the said Funds.

(c) Failure to pay contributions or to provide reports or records in accordance with this Section to any of the aforesaid Funds as required, shall constitute a breach of this Agreement by the defaulting Employer and the Union upon ten (10) days written notice, reserves the right to forthwith withdraw its men from jobs of the Employer or take such other action as it deems necessary, any terms of this Agreement to the contrary, notwithstanding, and the defaulting Employer must pay each Employee at the straight time rate for the number of regular working hours of employment which the Employees who are withdrawn from the Employer lose as a result of such withdrawal.

(d) In the event a dispute arises in connection with the failure of an Employer to make the required payments to any of the Funds specified in Sections 1, 2, 3, 4 and 5 of this Article or in connection with any of the provisions of this Section 6, and such dispute has to be resolved by

arbitration in accordance with the provisions of Article XI, the expense of the arbitration procedure shall be borne equally by the Employer and the Union except that, if collection is made pursuant to an arbitration award, such decision shall contain a directive that the Employer pay the actual cost of an audit, if any, used to establish the indebtedness, plus the Arbitrator's fee, plus attorneys' fees in the amount of 20% of the indebtedness, plus 20% of the indebtedness for liquidated damages and, in addition thereto, interest at 15% of the payment due to said Funds, which amounts shall be paid to the Trustees of said Funds.

(e) The Trustees of any or all of the said Funds may refer the collection of the required payments to an attorney and, in that event, the Employer agrees to pay, in addition to the monies owing, all collection expenses including court costs, if any, together with interest at 15%, attorneys' fee of 20% which the parties agree is a reasonable collection charge, and liquidated damages in the amount of 20% of the monies owed.

(f) Resort to a remedy under this Agreement or under the Agreements and Declarations of Trust for the collection of contributions due the Funds or any one Fund, shall not be deemed a waiver of the right to resort to any other remedy provided, therein, or by law. Resort to one remedy at one time shall not be deemed a waiver of the right to resort to others at a future or subsequent time.

(g) The Employer is bound by all the terms and conditions of the Agreements and Declarations of Trust and Plans for each of the Fringe Benefit Funds contained in this Agreement, and these Agreements and Declarations of Trust and Plans are hereby made part of this Agreement and shall be considered as incorporated herein.

ARTICLE VIII
UNION DUES CHECKOFF

(a) The Employer shall deduct from the economic package paid to each Employee covered by this Agreement working in the geographical jurisdiction of Local 15D, the following sums which constitute part of each such Employee's Union dues.

Effective 7/1/02 - 6/30/03:	$.80 per hour for each single time hour paid $1.20 per hour for each time and one-half hour paid $1.60 per hour for each double time hour paid

Effective 7/1/03 - 6/30/04:	An amount as determined in accordance with the provisions of Article VI, Section 1 of the Agreement.
Effective 7/1/04 - 6/30/05:	An amount as determined in accordance with the provisions of Article VI, Section 1 of the Agreement
Effective 7/1/05 - 6/30/06:	An amount as determined in accordance with the provisions of Article VI, Section 1 of the Agreement

(b) The above-stated deductions shall be made after proper execution by each Employee of appropriate written assignments authorizing the deductions. It is agreed that these written assignments shall be filed in the Fund Office of the Local 15 Trust Funds.

(c) The Employer shall remit the above-stated deductions to the Union. The method of remittance shall be by paying such sums over to the said Fund Office by means of purchase of consolidated stamps.

(d) The Union agrees to indemnify and to hold harmless the Employer and the Association from any and all claims, actions and/or proceedings arising out of said dues checkoff.

ARTICLE IX
TRADE AND JURISDICTIONAL DISPUTES

SECTION 1. The parties to this Agreement are subject to and agree to be bound by all decisions and/or awards made in accordance with the New York Plan for the Settlement of Jurisdictional Disputes as adopted on July 9, 1903, by the Building and Construction Trades Council of Greater New York and the Building Trades Employers' Association and amended on April 22, 1905, and further, the parties agree that all disputes relative to questions of jurisdiction of craft or trade which may arise under this Agreement shall be resolved in accordance with the said New York Plan. Such decisions/awards may be subject to appeal by the Unions if, at the time they are rendered, there exists machinery at the national level for such appeals under a plan/program of the Building Trades Department of the AFL-CIO, subscribed to by the International Union of Operating Engineers, the parent organization of the Union.

ARTICLE X
SETTLEMENT OF DISPUTES

(a) Any grievance, complaint or dispute between the Union and an Employer arising out of this Agreement or as to the meaning, interpretation, application or alleged violation of any provision or provisions of this Agreement, except as provided in subsection (d) below, shall be handled in the first instance by a Union Business Agent, or an officer of the Union designated by the Union, and the Employer involved or a representative of the Employer designated by the Employer, who shall do so within three (3) working days of the notice of the event giving rise to the dispute and who shall attempt to resolve the matter within two (2) working days thereafter.

(b) Failing resolution at Step 1, above, the matter shall be handled by a Union Business Agent or an officer of the Union designated by the Union, and a representative of the Association who shall do so within three (3) working days thereafter and who shall have five (5) working days within which to resolve the matter.

(c) Failing resolution at Step 2, above, the aggrieved party may within ten (10) working days, thereafter, submit the unresolved grievance, complaint or dispute to an Arbitrator selected through the procedures of the American Arbitration Association. The Arbitrator's decision shall be final and binding upon the Employee or Employees of the Employer involved and upon the Employer and the Union involved. The Arbitrator shall be empowered to employ all the powers granted to arbitrators under the Civil Practice Law & Rules of the State of New York and shall be authorized to compel the production of books and records involved in a dispute. The expense of an arbitration proceeding shall be borne equally by the Employer involved and by the Union involved.

(d) In disputes concerning contributions to the various Trust Funds provided for in this Agreement, an Arbitrator shall take cognizance of the provisions of Article VII, Section 6, TRUST FUND PROTECTION, and apply them accordingly.

(e) The foregoing provisions for the settlement of disputes and arbitration are not intended and shall not be construed as in anywise qualifying or making subject to change any provisions of this Agreement including, but not limited to, the handling of negotiations for a new Agreement, change in wage scale or jurisdictional dispute.

(f) This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union shall be bound by rules, regulations or agreements not contained herein. This sub-paragraph is not applicable to custom and practice in this trade.

ARTICLE XI
EQUAL EMPLOYMENT OPPORTUNITY

"Equal employment opportunity" means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation training and apprenticeship, promotions, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

ARTICLE XII
SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XIII
DURATION AND TERMINATION

This Agreement shall become effective as of July 1, 2002 and shall remain in full force and effect until midnight, June 30, 2006 and unless written notice of a desire for change therein or to terminate the same be given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to such expiration date, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement shall remain in effect from year to year thereafter, subject, however, to the right of each party to terminate it at the expiration of any such year by giving notice, in writing, to the other party at least sixty (60) days and not more than ninety (90) days prior to the expiration of such year.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of New York, State of New York.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 15D

Thomas P. Maguire
President &
Business Manager

ALLIED BUILDING METAL
INDUSTRIES, INC.

William Shuzman
Executive Director

Randy Ment
President

Local 15D Agreement
July 1, 2002 - June 30, 2006

SCHEDULE A

ADF Steel Corp. a/b/a DCM Erectors, Inc.
American Bridge Company
American Bridge/Koch Skanska, a Jt. Venture
Canron Construction Corporation
Cornell & Company, Inc.
Falcon Steel Company
Grow Perini, a Jt. Venture
Kiewit Constructors, Inc.
Koch Skanska, Inc.
KRP Associates, Inc.
A.J. McNulty & Co., Inc.
Metro Steel Construction Company, Inc.
Midlantic Erectors, Inc.
Nab Construction Corporation
Perini Corporation
Perini Thunderbird, a Jt. Venture
Solera Construction Inc.
Solera/DCM Erectors, Inc., a Jt. Venture
Thunderbird Constructors, Inc.
Williams & Sons Erectors, Inc..