

NOVEMBER 26, 2019
SAFETY AND OPERATIONAL IMPROVEMENTS ON I-84
STATE PROJECT NO. 155-171
TOWN OF WEST HARTFORD

ADDENDUM NO. 1

This Addendum addresses the following questions and answers contained on the “CTDOT QUESTIONS AND ANSWERS WEBSITE FOR ADVERTISED CONSTRUCTION PROJECTS”:

Question and Answer No’s. 1, 3, 6, 8, 10, 13, 22, 23, 24, 25, 26, 30, 34, 37, 53 & 59

SPECIAL PROVISIONS
NEW SPECIAL PROVISION

The following Special Provision is hereby added to the Contract:

- ITEM NO. 0601088A – CONCRETE FORM LINERS

REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- NOTICE TO CONTRACTOR – PROJECT LABOR AGREEMENT
- NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS
- ITEM NO. 0101000A – ENVIRONMENTAL HEALTH AND SAFETY
- ITEM NO. 0653900A – CORRUGATED METAL PIPE INSPECTION
- ITEM NO. 0916111A – NOISE BARRIER WALL (STRUCTURE)
- ITEM NO. 0916126A – NOISE BARRIER WALL
ITEM NO. 0916127A – NOISE BARRIER WALL (EARTH RETAINING PANELS)
ITEM NO. 0916219A – ROCK IN POLE EXCAVATION

CONTRACT ITEMS
NEW CONTRACT ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
0305001	PROCESSED AGGREGATE	C.Y.	1783 C.Y.
0601088A	CONCRETE FORM LINERS	S.F.	1730 S.F.
0751710	4” UNDERDRAIN	L.F.	8 L.F.
0821501	F-SHAPE PRECAST CONCRETE BARRIER CURB (30” X 45”)	L.F.	1200 L.F.

REVISED CONTRACT ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ORIGINAL QUANTITY</u>	<u>REVISED QUANTITY</u>
0304002	PROCESSED AGGREGATE BASE	20693 C.Y.	18910 C.Y.
0602889	DOWEL BAR SPLICER SYSTEM GALVANIZED	630	1534 EA.
0821502	F-SHAPE PRECAST CONCRETE BARRIER CURB (21" X 45")	4003 L.F.	2330 L.F.
0821513	VERTICAL FACE PRECAST CONCRETE BARRIER CURB (21" X 54")	362 L.F.	800 L.F.

PLANS

NEW PLANS

The following Plan Sheets, appended with ".A1", are hereby added to the Contract:

03.021-1.A1
20.02-1.A1

REVISED PLANS

The following Plan Sheets are hereby deleted and replaced with the like-numbered Plan Sheets appended with ".A1":

02.01.A1
03.057.A1
03.058.A1
07.001.A1
21.20.A1

The Bid Proposal Form has been revised to reflect these changes.

The Detailed Estimate Sheets do not reflect these changes.

There will be no change in the number of calendar days due to this Addendum.

The foregoing is hereby made a part of the contract.

NOTICE TO CONTRACTOR – PROJECT LABOR AGREEMENT

The Contractor is hereby notified that a Project Labor Agreement (PLA) is required as part of this Contract.

A copy of the PLA, signed by the Hartford/New Britain Building and Construction Trades Council and each individual Union, is included in the Contract Documents.

The Contractor will be required to sign the PLA prior to the Award of this Contract. At Award, the Contractor will be required to sign the “Acceptance of Agreement” form, acknowledging that the Contractor has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for Project No. 155-171.

**CT DOT'S SAFETY AND OPERATIONS
IMPROVEMENTS PROJECT I-84**

State Project No. 155-171

PROJECT LABOR AGREEMENT

BETWEEN

Prime Contractor

AND

**HARTFORD-NEW BRITAIN BUILDING AND
CONSTRUCTION TRADES COUNCIL**

AND

SIGNATORY UNIONS

_____ , 2019

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PROJECT LABOR AGREEMENT
PREAMBLE

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2019, by and between the _____ as Prime Contractor (hereinafter referred to as the "Prime Contractor") and the Hartford-New Britain Building and Construction Trades Council (hereinafter referred to as the "Council") and each of the nine (9) affiliated Local Unions signatory hereto (hereinafter individually and collectively referred to as "Union" or "Unions" or "Local Unions"), with respect to the site preparation, demolition and construction of I-84 Eastbound and Westbound in the town of West Hartford, Hartford County, Connecticut, State Project No. 155-171 (hereinafter referred to as the "Project").

It is understood by the parties to this Agreement (collectively "Parties"; individually "Party") that this Agreement is in accordance with section 31-56b of the Connecticut General Statutes and it is the intention of the Project owner, the Connecticut Department of Transportation (the "Owner"), that work within the scope of the Agreement shall be performed by Contractors (hereinafter referred to as "Contractors" and as more particularly described in the next paragraph) who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that Contractors may execute an Acceptance of Agreement in the form attached to this Agreement as Exhibit A, which Exhibit is incorporated herein, for the purpose of performing work on the Project. The Prime Contractor for the Owner shall monitor and enforce compliance with this Agreement by the Unions and by all Contractors who, through their execution of the Acceptance of Agreement, together with their subcontractors, have become bound hereto.

The term "Contractors" shall include the Prime Contractor, all subcontractors and sub-subcontractors of whatever tier engaged in on-site construction work or dedicated off-site construction work within the scope of this Agreement. The Unions, the Prime Contractor and all the Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Prime Contractor and the performance of all Contractors on the Project. All Contractors shall become parties to this Agreement whether or not they operate their businesses as union or non-union companies on work not covered by this Agreement. The Unions, the Prime Contractor and all other Contractors agree that this Agreement applies only to this Project and nothing in this Agreement requires either the Owner or any Contractor to become party to or to be required to sign any collective bargaining agreement as a

condition of performing work within the scope of this Agreement. This Agreement and the local collective bargaining agreements attached as Schedule A represent the complete understanding of the Parties.

ARTICLE I PURPOSE

The timely and successful completion of the Project is of paramount importance to the Owner. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to binding methods for the settlement of all misunderstandings, disputes or grievances which may arise as set forth in Articles VII and VIII of this Agreement. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, sympathy strikes, slowdowns, walkouts, lockouts, picketing and other interruptions or disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) permitting flexibility in scheduling work and shift hours and times to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations; (4) adjusting work rules and staffing requirements from those which otherwise might pertain to enhanced coordination of the work among the various crafts on the Project, and to promote efficiency and economy of operations; (5) providing comprehensive and standardized mechanisms for the settlement of disputes that can be implemented without delay, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) encouraging the use of local residents by Contractors; (8) establishing goals for and encouraging the use of apprentices by all Contractors, whenever and wherever possible and feasible; (9) expediting the Project work and otherwise minimizing potential disruptions for the duration of the Project; (10) inviting all Contractors to bid on the Project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the Connecticut General Statutes; (11) permitting the selection of the lowest responsible

bidder without regard to labor organization affiliation; (12) not requiring compulsory labor organization membership of employees working on the Project; and (13) binding all Contractors to the terms of the Agreement.

ARTICLE II SCOPE OF THE AGREEMENT

SECTION 1. This Agreement shall apply and is limited to all site preparation, demolition, construction, and dedicated off-site work as defined in Article III, Section 5 within the scope of the Project under the direction of the Contractors who have contracts awarded for such work by the Prime Contractor or other Contractors on and after the effective date of this Agreement.

SECTION 2. (a) The Prime Contractor has the absolute right to award sub-contracts on this Project without reference to the existence or non-existence of any collective bargaining agreements between such Contractor and any signatory Union to this Agreement; provided that such Contractor is willing, ready and able to execute the attached Acceptance of Agreement and comply with this Agreement.

(b) It is agreed that no Contractor shall be awarded contracts for work covered by this Agreement until such Contractor has duly executed the attached Acceptance of Agreement, thereby becoming bound by the terms and conditions of this Agreement. All Contractors shall promptly provide copies of all executed Acceptance of Agreement forms to the Prime Contractor.

SECTION 3. (a) Incorporated into this Agreement by reference are the local collective bargaining agreements or standard agreements between the Unions and their respective employer associations and any successor local collective bargaining agreements (hereinafter referred to as "Schedule A's").

The provisions of this Agreement (including the Schedule A's) shall apply to the construction of the Project, notwithstanding the provisions of any local, area and/or national bargaining or standard agreements which may conflict or differ from the terms of this Agreement.

Where a subject covered by the provisions of this Agreement is also covered by provisions of one of the Schedule A's, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of one of the Schedule A's and not covered by this Agreement, the Schedule A's provisions shall apply.

(b) Any dispute as to whether this Agreement or the applicable Schedule A determines the

wages, hours and working conditions of employees on the Project shall be resolved pursuant to Article VIII of this Agreement by an Arbitrator selected by the Parties at the time of signing the PLA in accordance with the procedures of the American Dispute Resolution Center (“ADRC”). A Party invoking such arbitration shall notify the Arbitrator by written notice delivered via hand delivery or UPS overnight delivery with a copy to the other Party or Parties to such dispute delivered via hand delivery or UPS overnight delivery. In the event the Arbitrator is unable to hear any such dispute within ten (10) days of receipt of notice, the Parties to such dispute shall choose an alternative Arbitrator. It is understood that this Agreement, together with the attached Schedule A’s, constitutes a self-contained, standalone agreement and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign or in any way be bound by any other Local, Area or National Agreement.

SECTION 4. This Agreement shall only be binding on the Parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

SECTION 5. This Agreement shall be limited to work customarily recognized as construction work including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work as is directed by the Prime Contractor. “Dedicated off-site work” shall be defined as work done at a facility or location established exclusively for the Project which work is performed outside of the geographic footprint of the Project. Contractor’s yards or fabrication sites which include other operations are excluded from the Project.

SECTION 6. It is understood that the liability of any individual Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, the Prime Contractor, and/or any other Contractor.

SECTION 7. Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

- a) Work of non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, surveyors, (except where expressly covered by a Schedule A to this Agreement), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, emergency medical and first aid technicians, and other professional, engineering,

administrative, supervisory and management employees.

- b) Equipment and machinery owned or controlled and operated by the Owner.
- c) All off-site fabrication, assembly, and handling of materials, equipment or machinery; and all deliveries of those items with the exception of concrete, to and from the Project site.
- d) All employees of the Owner or their representative not a party to this agreement, and all employees of the Contractor not performing manual labor.
- e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the Owner, or its contractors (for work which is not part of the Project).
- f) Off-site maintenance on leased equipment and on-site supervision of such work.
- g) Off-site warranty functions and warranty work, on-site supervision of such work.

SECTION 8. None of the provisions of this Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or contractors from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the applicable Contractor and accepted by the Prime Contractor, the Agreement shall not have further force and effect on such items or areas, except when the Contractor is directed by the Prime Contractor to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III UNION RECOGNITION AND EMPLOYMENT

SECTION 1. The Prime Contractor and other Contractors recognize the Unions as the sole and exclusive bargaining representative for all craft employees within their respective jurisdictions working within the scope of this Agreement.

SECTION 2. Applicants for various job classifications covered by the Agreement required by the Contractors on the Project shall be referred to the Contractors by the Local Union. Each Contractor shall have the right to determine the competency of its employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article IV of this Agreement and the attached Schedule A's. Each Contractor shall also have the right to reject any applicant referred by the Local Union, subject to the

show-up payments required in the applicable Schedule A.

SECTION 3(a). Recognizing that this is a publicly financed and supported Project for the benefit of the residents of the State of Connecticut, the Parties agree that any special conditions required of the Contractors by the Owner will be observed and accepted for the performance of Project work, including but not limited to:

- i. Payment of wages and benefits at least equal to those established by the applicable prevailing wage statute and regulations;
- ii. The encouragement of employment of minorities, women, veterans, and residents of the labor market within which the Project is located;
- iii. The participation in Project work of certified Small Business Enterprises (SBE);
and
- iv. The encouragement of the utilization of properly trained and qualified apprentices.

Nothing in this Section 3 shall require Contractors to hire workers that such Contractors believe are not qualified for the available work.

(b) The Prime Contractor and the Council acknowledge that this Project is subject to the State of Connecticut SBE Program and the Prime Contractor will make good faith efforts to meet or exceed the Project goals for SBE participation contained in the bid requirements.

SECTION 4. For a Local Union having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to make use of such system. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5. All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement to the extent permitted by law. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the hourly agency fee and shall not be required to pay monthly Union

dues. Each Union shall ensure that the union security requirement in this Article shall be in compliance with all applicable federal and state laws, and each Union shall remain solely responsible for any non-compliance therewith.

SECTION 6. In the event that any Union is unable to fill any requisition for employees within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source.

SECTION 7. In the event that the Local Union does not have a job referral system as set forth in Section 2 of this Article, the Local Union shall refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 4 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 8. The Local Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 9. (a) The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractors, including any specific employment conditions to which the Contractor is obligated pursuant to the provisions of the statutes and regulations governing development of the Project. Where employees require Occupational Safety and Health Administration-approved hazardous materials training, the Unions agree to provide such training at no additional cost to the Contractor.

(b) Further, the Parties recognize the level of activity in the construction industry within the area and the State of Connecticut at the time of the execution of this Agreement. Each Contractor shall have the ability to bring a reasonable number of its key employees to work on the Project provided that (i) as a general rule such employee complement does not exceed thirty percent (30%) of its workforce in any given month, and (ii) such employee complement is consistent with State of Connecticut requirements and affirmative action goals contained in the bid specifications. Notwithstanding the above requirements, Small Business Enterprises (SBE) will be allowed to bring up to fifty percent (50%) of their workforce to work on the Project, and their numbers will be included in the 30% goal calculation. The Prime Contractor and the Council will work together to implement procedures and advise the Unions of reasonable means to effectuate the intent of this provision.

SECTION 10. The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of each Contractor. All employees shall take orders from his or her designated Contractor representative.

SECTION 11. Except as provided in Article IV, Section 3, individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

SECTION 12. Helmets to Hardhats.

(a) The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of military veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the Connecticut Department of Labor's Jobs Funnel Initiative, the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

(b) The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE IV UNION REPRESENTATION

SECTION 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2. Stewards.

(a) Each signatory Local Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his or her duties as steward. Such designated steward shall not exercise any supervisory functions. Stewards will be allowed to devote a reasonable amount of time to discharge their responsibilities as stewards; however, there will be no non-working stewards.

Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his or her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the resolution of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and not with the employees of any other Contractor. Contractors will not discriminate against the steward in the proper performance of his/her Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. If a steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the directly employing Contractor which imposed such discharge or discipline.

ARTICLE V MANAGEMENT RIGHTS

SECTION 1. The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees who shall be engaged for such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any customary, industry-recognized methods or techniques of construction. Nothing herein shall affect the role and responsibility of the Prime Contractor on this Project.

SECTION 2. Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the Union trade having jurisdiction over such work.

SECTION 3. The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time to time during the Project. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods and there shall be no limit on production by workers or restrictions on the full use of tools and equipment. If there is any disagreement between a Contractor and the Union concerning the manner or implementation of such devices or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to initiate a dispute as set forth in Article VIII of this Agreement.

ARTICLE VI. PRE-JOB CONFERENCE

SECTION 1. There shall be a mandatory pre-job conference initiated by the Prime Contractor which shall address all the specific and substantial issues affecting the Project at a time and location to be determined by the Prime Contractor. The Parties agree to use such conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs, or the Project schedule. Architects and design professionals may be involved in the pre-job conference to ensure that the Project is fully understood by all Parties involved. A well-planned pre-job conference with labor and management can result in substantial cost savings.

Further, each subcontractor to the Prime Contractor shall conduct a pre-job conference with the appropriate signatory Union(s) prior to commencing work. The Prime Contractor and the Council shall be advised in advance of all such conferences and may participate if they wish.

SECTION 2. A Steering Committee consisting of the President of the Hartford-New Britain Building and Construction Trades Council, the Owner or its designee and the Prime Contractor shall be established to ensure smooth implementation of this Agreement. The Committee shall meet on a designated day on a monthly basis, provided nothing herein shall prevent such

Committee for meeting more often, as may be necessary. The Steering Committee shall have the authority to recommend amendments to this Agreement for consideration by the Union, the Prime Contractor and the Owner.

ARTICLE VII. WORK STOPPAGES AND LOCKOUTS

SECTION 1. There shall be no strikes, sympathy strikes, walkouts, picketing (including but not limited to economic, area standards, or informational), work stoppages, slowdowns, interruptions or other disruptive activity for any reason by any Union or employees against any Contractor covered under this Agreement or which otherwise disrupts Project work, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article.

SECTION 2. Any Contractor may discharge any of its employees for violating Section 1 of this Article, and any such employee will not be eligible for employment under this Agreement for a period of ninety (90) working days from the date of his or her discharge. Each Contractor and each Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3. Any Party may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article is alleged:

(a) A Party invoking this procedure shall immediately notify the subject Contractor or Union, as applicable. These Parties shall, within two (2) days, agree to a permanent Arbitrator (“Arbitrator”) for the subject dispute. Notice to the Arbitrator shall be by telephone and fax and/or e-mail with notices by telephone, fax and/or e-mail, or UPS overnight delivery to the Party alleged to be in violation. The Party invoking this procedure shall also give notice to the Prime Contractor.

(b) Upon receipt of said notice, the Arbitrator selected by the Parties to the contract or his or her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the subject Parties by telephone and fax and/or e-mail of the reasonable place and time he or she has chosen for this hearing. Said hearing shall be completed in one session which, with appropriate recesses at the Arbitrator’s discretion, shall not

exceed twenty-four (24) hours unless otherwise agreed upon by the subject Parties. A failure of any such Party or Parties to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. The Arbitrator shall provide all notifications and decisions made pursuant to this subsection to the Prime Contractor at the same time as the same are provide to the Parties to the dispute.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article has occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Arbitrator's decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party to the dispute desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Arbitrator's decision. The Arbitrator may order cessation of the violation of Section 1 of this Article and other appropriate relief, and such decision shall be served on all Parties to the dispute and the Prime Contractor by hand or fax and/or e-mail and by certified mail, return receipt requested, upon issuance. No Party may authorize an Arbitrator to consider any matter in justification, explanation or mitigation of such violations or to award damages.

(e) The Arbitrator's decision may be enforced by any Court of competent jurisdiction upon the filing of the Arbitrator's decision and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax and/or e-mail notice of the filing of such enforcement proceeding shall be given to the other Parties to the dispute and the Prime Contractor. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under subsection (d) of this Article, all Parties to the dispute waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any such Party's right to participate in the hearing for a final order of enforcement.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are, to the extent possible, hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the Party or Parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the Party who invokes the arbitration.

(h) It is the responsibility of each Local Union and Contractor to keep on file with the Owner and the Prime Contractor a current address or operating fax number and/or e-mail address to which notices and notifications under this Article may be sent. Any Local Union or Contractor failing to do so hereby waives its rights to claim that it did not receive proper or timely notice or notification of any action taken by a Party or Arbitrator pursuant to this Article.

(i) If the Arbitrator determines that a violation has occurred in accordance with subsection 3(d) of this Article VII, the violating Party(ies) shall, within eight (8) hours of receipt of the Arbitrator's decision, direct a cessation of such activity held to be in violation. If such violation has not ceased and/or work recommenced consistent with the Arbitrator's decision and this Agreement by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hours, and the violating Union(s) or Contractor(s) has not made all good faith efforts available to comply with the Arbitrator's decision, then the violating Party shall pay the sum of five thousand dollars (\$5,000.00) as liquidated damages to the Owner and shall pay, as liquidated damages, an additional five thousand dollars (\$5,000.00) per shift for each shift thereafter on which the violation is not ceased and/or work is not recommenced. The liquidated damages contained in this Article are limited solely to the failure of a signatory Union to direct its members to cease engaging in a work stoppage following an Arbitrator's decision. The Arbitrator shall retain jurisdiction to determine compliance with this Section.

SECTION 4. Procedures contained in Article VIII of this Agreement shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article VII may resort to the procedures of Article VIII to determine only if he or she was engaged in that violation. Further, disputes alleging a violation of any other provision of this Agreement, including any underlying dispute(s) alleged to be in justification, explanation or mitigation of any violation of Section 1 of this Article VII, shall be resolved under the procedures of Article VIII of this Agreement.

SECTION 5. In the event of any work stoppage, strike, sympathy strikes, slowdowns, picketing, interruptions or any other disruptive activity in violation of Section 1 of this Article, the Prime Contractor may suspend all or any portion of Project work affected by such activity at the Prime Contractor's discretion and without penalty or consequence.

SECTION 6. At its option, the Owner may participate in any proceedings initiated under this Article, and may receive copies of notifications through its Prime Contractor, and no rights or

liabilities shall accrue against the Owner pursuant to this Agreement.

ARTICLE VIII. GRIEVANCES

SECTION 1. This Agreement is intended to provide close cooperation between management and labor. The Prime Contractor and the Council shall each assign a representative to this Project for the purpose of assisting the Unions, together with the Contractors, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2. The Contractors and Unions agree to resolve issues of dispute in accordance with the arbitration provisions set forth in this Article, except as otherwise set forth in Article VII of this Agreement. The Unions and Contractors, by signing this Agreement, shall similarly bind employees to such provisions.

SECTION 3. Any question or dispute arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she must, to pursue the grievances, shall, through his or her Local Union business representative or job steward, within seven (7) working days after the individual knew or reasonably should have known of the occurrence of the alleged violation, give notice to the work site representative of the involved Contractor and the work site representative and Prime Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within seven (7) days after timely notice has been given. If those parties fail to resolve the matter within the prescribed period, the grieving party may, within seven (7) days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance allegedly occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances settled at Step 1 of this Section shall be non-precedential except as to the parties directly involved unless endorsed by

the Owner through its Prime Contractor within seven (7) days after resolution has been reached and the terms of the resolution are set forth in writing to the subject Union and the subject Contractor.

(b) Should the Local Union(s) or any Contractor have a grievance with the other party and, if after conferring, a settlement is not reached within seven (7) days, the grievance shall be reduced to writing and proceed to Step 2 of this section in the same manner as Step 1(a) above, for the resolution of an employee complaint.

Step 2. The designee of the involved Local Union, together with the International Union representative of that Union, the representative of the involved Contractor, and a representative of the Prime Contractor (or his designee) shall meet within seven (7) days of the referral of the grievance to this second step to attempt to arrive at a satisfactory settlement thereof. If such parties fail to reach an agreement, the grievance may be appealed in writing in accordance with the provisions of Step 3 of this Section within fourteen (14) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted, but not resolved pursuant to Step 2, any party to the grievance may request, in writing, within fourteen (14) calendar days after the initial Step 2 meeting, that the grievance be submitted to an Arbitrator selected by mutual agreement of the parties, but if they are unable to do so within fourteen (14) days after referral to them for arbitration, they shall request the ADRC to provide them with a list of Arbitrators from which the Arbitrator shall be selected. The then- current Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties to the grievance and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the party raising the grievance to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The Arbitrator referenced in Step 3 shall have the authority to make decisions only on issues presented to him or her and he or she shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement. No Party may authorize an Arbitrator to consider any issue other than an issue raised pursuant to Section 3, Step 1(a) of this Article.

SECTION 4. No adjustment or decision may provide retroactivity exceeding thirty (30) days prior to the date of the filing of a written grievance.

SECTION 5. The Prime Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in full in all proceedings at these steps.

SECTION 6. To encourage the resolution of disputes and grievances at Steps 1 and 2 of this procedure, the Parties agree that settlements reached at such Steps shall not be precedent setting; and, further, recognizing the unique provisions of this Agreement, any decision issued by an Arbitrator pursuant to Step 3 shall be applicable to work covered by this Agreement only, and may not be used for any purpose regarding works not so covered.

ARTICLE IX. JURISDICTIONAL DISPUTES

There will be no strikes, work stoppages, slowdowns, or other disruptive activities arising out of any jurisdictional disputes. The procedures set forth in this Article may be invoked prior to the commencement of the work in dispute. If the work in dispute has commenced, it shall continue uninterrupted as assigned by the Contractor until a decision of the Hearing Panel in Step One of this procedure or if appealed, until the issue of a final decision by the Arbitrator in Step Two. If the work in dispute has not commenced, the decision of the Hearing Panel shall be implemented immediately and shall remain in effect during any appeal. When a dispute proceeds to arbitration, the decision of the Arbitrator shall be implemented as soon as it is issued and shall be final and binding on all parties.

To facilitate expeditious processing of jurisdictional disputes, the Construction Manager, Contractors, Subcontractors and the Unions hereby agree to be bound by the following procedure:

STEP ONE

SECTION 1(a). Within 24 hours and upon written notice to the Construction Manager that a dispute exists outlining the work in dispute and the crafts involved, the Construction Manager shall notify the Council of said dispute.

SECTION 1(b). Within 48 hours of such notice, a panel of five members will conduct a hearing and receive evidence regarding the work involved in the dispute. This panel will consist of one (1) representative of the Construction Manager and four (4) regular members and two (2)

alternates elected by the members of the Council at its regular meeting following the execution of this Agreement.

SECTION 1(c). No Council member shall serve on a panel where his union has an interest in the work involved in the dispute. The parties in interest at the hearing will be the Unions involved in the dispute and the involved Contractor. During the hearing, the parties will be permitted to submit any evidence they deem appropriate to assist the panel in rendering its decision.

SECTION 1(d). The decision of the panel must be rendered within 24 hours of the completion of the hearing on the basis of industry practices under the relevant Schedule A's within this geographical area, the efficiency and economy of operation and, where relevant, the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Should the panel decision be that an incorrect assignment has been made and the work in dispute has not commenced, the decision shall be implemented immediately. If the work has commenced the original assignment shall remain in place pending any appeal.

SECTION 1(e). Absent an appeal, any decision and award made pursuant to this Article shall be final and binding on the parties in interest on this Project only and may be enforced in any court of competent jurisdiction. Such decision or award shall not establish precedent on other construction work or projects not covered by this Agreement.

STEP TWO
APPEAL PROCEDURE

SECTION 2(a). If any one of the involved Unions or the involved Contractor disagrees with the decision of the Hearing Panel, it may appeal to arbitration within five (5) days after the Panel decision. The arbitration will proceed as follows:

SECTION 2(b). The dispute will be submitted to either Arbitrator Paul Ward, Arbitrator Mike Ricci, or Arbitrator Richard Boulanger. If an arbitrator is not available to hear the dispute within ten (10) days, he shall not be considered. If necessary, the Arbitrator and all parties shall make themselves available for an evening hearing. The hearing will be completed within one (1) day, and the Arbitrator shall issue his decision within forty-eight (48) hours of the close of the hearing. If one of the disputing unions refuses to attend the hearing, the arbitration will proceed with the other union and the Contractor. If requested by either Union or the involved Contractor, a written Opinion and Award shall be issued by the Arbitrator within thirty (30) days. The decision of the Arbitrator shall be on the basis of industry practices under the relevant Schedule A's in the geographical area of the Project and the efficiency and economy of operation (but without

consideration of the comparative wage and benefits paid to the disputing trades). Fees and expenses shall be shared equally and shall be paid one-third by each of the involved Unions and one-third by the involved Contractor.

SECTION 2(c). Any award or resolution made pursuant to this Section shall be final and binding on the disputing Unions and the involved Contractor or an affected subcontractor while performing work on this Project only and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement.

SECTION 2(d). In making any determinations hereunder, there shall be no authority to assign work to a double crew (that is, to more employees than the minimum required to perform the work involved) nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Unions, the Construction Manager, and the involved Contractor or subcontractor, or composite crews where more than one (1) employee is needed for the job.

SECTION 2(e). Any award or resolution made by a neutral arbitrator pursuant to this Article shall be confirmed in writing to the involved Parties.

ARTICLE X. WAGES AND BENEFITS

SECTION 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the appropriate Schedule A; but in no event will such wage rates be less than those established under the provisions of any prevailing wage statute or regulation applicable to the Project.

SECTION 2. Each Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other funds and programs in the amounts designated in the appropriate Schedule A. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added only at the time a segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3. Each Contractor shall adopt and agree to be bound by the written terms of the legally-established trust agreements specifying the detailed basis on which payments are to be made

into, the benefits paid out of, such trust funds; provided, however, that any Contractor that has posted payment and performance bonds for the full value of its work shall not be required to post additional payment bonds pursuant to the Trust Agreements. Each Contractor shall authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Employees not previously participants in the Taft-Hartley pension fund shall have the option to divert pension hourly contributions made on their behalf to the appropriate annuity fund. Such election by the employee must be done in writing on a form provided by the Council and shall be effective for the duration of the Project.

SECTION 4. (a) Upon written notice from a Benefit Fund to which Contractors are required to make contributions pursuant to this Agreement (or from the Union co-sponsoring such Benefit Fund), to the Prime Contractor that a Contractor is in arrears on payments of benefit contributions for work performed on this Project, which notice specifies the amount owed by the Contractor for this Project by month, the Prime Contractor will immediately direct the Contractor, in writing, to comply with its contractual obligations. Should the Contractor not provide the Benefit Fund with payment, or a legally enforceable procedure for payment (or enforceable escrow procedure), within five (5) working days after receipt of the written notice from the Prime Contractor, the affected Union(s) may direct employees of such Contractor to engage in work stoppage (provided, however, that such stoppage will not include picketing or otherwise disrupt the work on the Project and provided that any such stoppage will cease upon payment (without violation of Section 1 of Article VII). If the correct payments are not made within thirty (30) days of such notice, the Prime Contractor will withhold moneys owed from its payments to its subject subcontractor sufficient to satisfy the outstanding debt to the Benefit Fund and/or shall issue joint checks payable to the involved subcontractor and the involved Benefit Fund. Upon receipt of any such joint check, the involved Benefit Fund agrees to execute the Prime Contractor's partial lien waiver and release.

ARTICLE XI. HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1. Work Week and Work Day. The standard work week shall consist of forty (40) hours Monday through Friday. The standard work day shall consist of eight (8) hours of work commencing at 7:00 a.m. and ending at 3:30 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch period

to commence between the fourth and fifth hours of work. The standard work day may be changed within a two-hour window to accommodate job conditions or the needs of the Project as determined by the Prime Contractor. Starting time shall commence and quitting time shall occur at the employee's designated work area. The Parties affirm their policy of a fair day's work for a fair day's wage, and the Union Parties agree to cooperate in the implementation and application of reasonable work rules intended to enforce this commitment.

SECTION 2. Overtime. Overtime pay at a rate of time and one-half shall be paid for all work performed after ten (10) hours in a shift, forty (40) hours in a work week or any work performed on Saturdays (unless it is a make-up day), Sundays or holidays. There will be no restriction upon the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of overtime pay under any circumstances. Any abuse of this provision will be referred to the dispute/grievance procedure set forth in Article VIII of this Agreement for resolution.

SECTION 3. It shall not be a violation of this Agreement if the Prime Contractor considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4. Shifts. Scheduling of shifts by the Prime Contractor shall remain flexible in order to meet the Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must work a minimum of five (5) consecutive work days and must be scheduled with not less than five (5) days' notice to the Unions. There will be no premiums paid for shift work.

SECTION 5 Holidays. Recognized holidays on this Project shall be those set forth below:
New Year's Day Christmas Day
Labor Day Independence Day
Memorial Day Thanksgiving Day

Holiday pay shall be paid only as set forth in the Schedule A's. Holidays shall be observed on the dates established by the state and federal government.

SECTION 6. Reporting Pay. Reporting pay shall be paid in the manner set forth in the Schedule A's.

SECTION 7. Meal Period. Each Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four (4) hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his or her meal period, he/she shall be compensated.

SECTION 8(a). If the Prime Contractor determines that it would be beneficial to the Project, the Contractor may, with the consent of the Union, implement a four (4) day-ten (10) hours per day work week (as more fully described in this subsection), after providing a five (5) day notice to the affected Union(s). The standard four (4) day-ten (10) hours per day work week shall consist of ten (10) hours of work (plus one-half ($\frac{1}{2}$) hour unpaid lunch at approximately the mid-point of the shift), between the hours of 6:00 a.m. and 4:30 p.m., Monday through Thursday. The standard ten (10) hour work day may be changed to accommodate conditions on five (5) days' notice from the Prime Contractor or less notice as is mutually agreed upon.

(b) Should a 4 day-10 hour per day work week schedule be implemented, overtime shall be paid after ten (10) hours of work during a work day within the normal work week. Should five (5) or more hours of a normal ten (10) hour day be lost due to weather or other conditions beyond the control of the Contractor, the Contractor may schedule a Friday make-up day, in the same calendar week, with a minimum of eight (8) hours scheduled and straight time to be paid until the schedule of work exceeds the time lost, after which overtime shall be paid.

SECTION 9. If a day during the normal five (5) day work week or two (2) days during a four (4) day ten (10) hour work week is lost as a result of circumstances beyond the control of the Contractor including severe weather, fire, power failure, or natural disaster, a Saturday make-up day at straight time may be scheduled.

ARTICLE XII. CLEAN UP

All trades will clean up their own work area. The removal of debris from the designated work area will be the work of the laborer.

ARTICLE XIII. APPRENTICES

SECTION 1. The Contractor is encouraged to utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A. Apprentices and such other classifications as are appropriate shall be employed by the Unions utilizing a maximum permissible ratio of 1:1 or 1:3, depending upon the craft.

SECTION 2. The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry ("Apprentice Program"). To these ends, each Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

ARTICLE XIV. SAFETY, PROTECTION OF PERSON AND PROPERTY

SECTION 1. In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor, and/or Prime Contractor; provided, however, it is understood that the employees have an obligation as set forth in Section 2 of this Article below.

SECTION 2. Employees use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner. The Contractors and the Unions agree that the failure of employees to do so will be grounds for discipline, including discharge.

SECTION 3. The Contractors and Unions acknowledge that employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the reasonable safety, security, and visitor rules as established by the Contractor with the consent of the Union and with applicable state and federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

SECTION 4. For the purpose of providing maximum safety for all concerned, the Prime Contractor may establish and implement, after consultation with the Council, reasonable substance abuse testing procedures and regulations, which may include pre-hire and reasonable cause testing, to the extent permitted or otherwise required by federal and state law.

**ARTICLE XV.
SECURITY OF MATERIAL, EQUIPMENT AND TOOLS**

The inspection of incoming shipments of equipment, apparatus, machinery, and construction materials of every kind shall be performed by individuals selected by the Contractor, at his or her discretion. All employees shall comply with the reasonable security procedures established by the Prime Contractor and/or Contractor.

**ARTICLE XVI.
NO DISCRIMINATION**

SECTION 1. Each Contractor and Union agrees that they will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, gender identity or expression, present or past history of physical or mental or intellectual disability or handicap, or veteran's status in any manner prohibited by law or regulation.

SECTION 2. Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the involved Contractor for consideration and resolution.

SECTION 3. The Contractors and the Unions agree to provide a workforce that complies with all state guidelines regarding minority hiring. Further, it is recognized that the State of Connecticut has certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities or women, including a goal of 10% SBE participation. The Parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women or small business enterprise successfully bidding or subcontracting for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties to assure full compliance with the spirit and letter of the policies and commitments of the State of Connecticut and all applicable federal, state and local rules and regulations relating to employment and utilization of such businesses.

SECTION 4. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XVII. WORKING CONDITIONS

SECTION 1. With the exception of one organized coffee break per day, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location.

SECTION 2. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3. The Contractor shall provide hard hats, safety glasses, foul weather gear and other required personal protective equipment (PPE). The Unions shall ensure that employees will exercise diligence in the care and custody of such safety gear provided.

SECTION 4. Employees engaging in willful or negligent acts that result in damage to any property or facilities or injury to other employees will be subject to immediate termination.

ARTICLE XVIII. SAVINGS AND SEPARABILITY

SECTION 1. It is not the intention of the Prime Contractor, any of the other Contractors or the Unions to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect to the maximum extent legally possible. Further, the Prime Contractor, all other Contractors and the Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations in which the Owner may participate concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the Parties hereto.

SECTION 2. The Parties recognize the right of the Prime Contractor to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding and/or constructing of work on the Project. The Parties further recognize the right of the

Prime Contractor to terminate this Agreement at the direction of the State of Connecticut or the Owner. Notwithstanding such action by the State of Connecticut, the Owner, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

SECTION 3. The occurrence of events covered by Sections 1 and 2 of this Article shall not be construed to waive the prohibitions of Article VII.

ARTICLE XIX. DURATION OF THE AGREEMENT

SECTION 1. This Agreement shall be effective on the date executed by the Parties and shall continue in effect for the duration of the Project site preparation, demolition, dedicated off site work and construction described in Article II hereof. Site preparation, demolition, dedicated off site work and construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative as designated by Owner.

SECTION 2. The Schedule A's incorporated into this Agreement shall continue in full force and effect until the Prime Contractor and/or Union Parties to this Agreement and to the Schedule A's notify the Owner of the mutually agreed upon changes in those provisions of such Schedule A's which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

SECTION 3. Notwithstanding Section 2 of this Article, the Parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the Parties on this issue shall be referred to an Arbitrator as provided in Article VIII, hereof.

SECTION 4. This Agreement may be amended or supplemented only by the mutual consent of the Council, the Prime Contractor and the Unions, reduced to writing and duly signed by each.

SECTION 5. The Union agrees that there will be no strikes, work stoppages, walkouts, sympathy strikes, picketing, slowdowns or other interruptions or disruptive activity affecting the

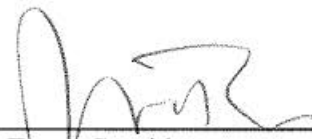
Project by any Union involved in the negotiation of the subject Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations. Each Contractor agrees to implement all applicable changes as negotiated in the Schedule A's, except as provided in Section 3 of this Article.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2019.

PRIME CONTRACTOR


HARTFORD-NEW BRITAIN
BUILDING AND CONSTRUCTION
TRADES COUNCIL


Authorized Representative

By: 
Joseph Toner, President
Hartford-New Britain Building
and Construction Trades Council


INDIVIDUAL SIGNATORY UNIONS

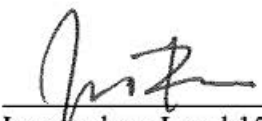

Operating Engineers, Local 478


Teamsters Local Union No. 671

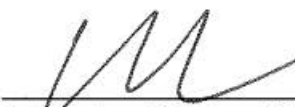

Connecticut Laborers District Council


New England Regional Council
of Carpenters


Bricklayers' Local 1


Ironworkers Local 15


Electricians Local 35


International Union of Painters and Allied Trades
District Council No. 11


Plumbers and Pipefitters Local 777

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**LOCAL 777
STANDARD FORM OF AGREEMENT
JUNE 1, 2018 TO MAY 31, 2021 LABOR AGREEMENT**

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipe Fitting Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Employer and Employee. This Agreement therefore, is made and entered into by and between the MECHANICAL CONTRACTORS ASSOCIATION OF CONNECTICUT, INC. (MCAC), (hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and LOCAL UNION NO. 777 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union").

**ARTICLE I
RECOGNITION**

Section 1.1 The Association and Employers hereby recognize Local Union 777 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their employees performing any work covered by this Agreement and employed by the Employer in the area described in Article II.

Section 1.2 The Union and employees hereby recognize the MCAC Association as the sole and exclusive bargaining representative for all of its Employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

**ARTICLE II
GEOGRAPHICAL JURISDICTION**

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Local Union by the United Association.

**ARTICLE III
TRADE OR WORK JURISDICTION**

Section 3.1 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work

included in the trade jurisdiction of the United Association, as defined in the current Constitution of the United Association.

Section 3.2 Where this Agreement includes another work classification or other classifications, the following provisions can be incorporated as Section 3.2.

Section 3.3 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this Agreement.

Section 3.4 The operation of pumps, air compressor and welding machines, when used in conjunction with work covered by this Agreement, shall be done by any employees covered by this Agreement. The testing and balancing of all plumbing and pipe fitting systems or component parts thereof shall be done by any employee covered by this Agreement.

Section 3.5 It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board of any successor agency.

Section 3.6 It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

Section 3.7 There shall be no work stoppage because of jurisdictional disputes.

Section 3.8 The sealing of pipe penetrations through floors and walls with fire, smoke or acoustical sealant shall be performed by members of the United Association that possess the proper certification. The subcontracting of the above shall be with a signatory contractor to the United Association. Installers will be properly trained and certified.

Section 3.9 The operation of preheating/stress relieving equipment, instruments is the work of the United Association. The unloading and handling of electrical preheating/stress relieving equipment to the first point of use is the work of the United Association.

ARTICLE IV UNION SECURITY

Section 4.1 All employees, members of the Union, now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the Employer, shall become members of the Union on the earliest date provided by applicable Federal Law after their employment, or date of the Agreement, whichever is later, and shall remain members of the Union in good standing during the term of this Agreement.

In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of any employee pursuant to this Section, the Union shall, if requested, provide information substantiating that an employee has failed to comply with the membership requirements of this Section.

Section 4.2 Whenever and to the extent that Article IV of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by reason of the law of any state, all journeymen and apprentices or other classification now in the employ of the Employer or hereinafter employed by the Employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause any discrimination against any journeyman or apprentice or other classification as regards such matters.

Should an employee choose not to become or remain a member of the Union, he shall, as a condition of continued employment, pay to the Union as support to and compensation of the Union in exchange for representation by the Union an amount of money equal to that paid by other employees who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues and its general uniform assessments. All employees, members of the Union, now in the employ of the Employer, shall commence such payments the day following the date of their withdrawal from the Union and shall continue such payments during the term of the Agreement. All employees, hereinafter employed by the Employer, shall commence such payments on the earliest date provided by applicable Federal Law for requiring Union membership after employment or the date of the Agreement, whichever is later, and shall continue such payments during the term of this Agreement. (This clause shall be effective only in those states permitting payment of fees or charges to a labor organization.)

Section 4.3 Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security in the event that the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 4.4 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided such Union representative complies with customer rules.

ARTICLE V REFERRAL AND HIRING PROCEDURES

Section 5.1 In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 5.2 The Employer agrees to be bound by the referral practices of the Agreement.

Section 5.3 The Employer shall give the Union equal opportunity with all other sources to refer competent, skilled and licensed journeypersons, apprentices, and/or other classified employees. On jobs with over ten (10) people, not including foremen, the next journeyperson hired (#11) will be through the Agents at Local 777 from their out of work list. The twelfth (12th) person may be hired from Local 777 using their out of work list or through solicitation or transfer from another job of the company's. This one to one provision will continue for all subsequent hiring on that project. Layoff sequence of personnel is completely at the discretion of the company. To the best of its ability, the Union will refer personnel qualified for work for which they were requested. Journeypersons have the right to solicit their own job within the territorial jurisdiction of the Union. The parties agree that any issue regarding the abuse of the foreman classification (the ten (10) person rule) will be subject to resolution through the grievance procedure of this collective bargaining agreement.

Section 5.4 If cell phones are allowed on-site by the owner/construction manager/contractor, they shall only be used at break and lunch time unless an emergency or special circumstance exists with prior approval from the Company Foreman/Company Site Supervisor. Cell phones are not to be used for any type of photography, videos or texting. If an employer deems it necessary for an employee to have a cell phone, it shall be provided and paid for by the company.

Section 5.5 The selection of applicants for referral to jobs shall be on a legal, nondiscriminatory basis.

Section 5.6 The Employer shall be the sole judge of the competency of any applicant for employment. The Employer shall retain the right to reject, in writing, any applicant referred by the Union.

Section 5.7 Apprentices and the administration of the local Apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Training Committee.

Section 5.8 The Union agrees, to the best of its ability, to furnish to the Employer, at all times, duly qualified journeypersons, apprentices and/or other classified employees in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

Section 5.9 If, upon request, the Local Union is unable within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) to supply journeypersons, apprentices, and other classifications, the Employer may secure journeypersons, apprentices and other classifications from any other source.

Section 5.10 It is agreed that, with regard to the testing for drugs and/or alcohol, that the current "Policy of Building and Construction Trades Department, AFL-CIO", be

adopted as part of this Agreement. A copy of the September 1989 Policy is shown as Appendix A.

ARTICLE VI MANAGEMENT RIGHTS

Section 6.1 It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a day's pay.

Section 6.2 Management shall be the sole determiner of the size and composition of the work force. Management shall have the prerogative of controlling its operations, introducing new or improved methods or facilities, and changing methods or facilities, subject to the limitations set forth in this Agreement.

Section 6.3 The Union does not sanction employees performing any plumbing, heating, cooling or pipe work after his/her regular hours for another signatory contractor. If currently employed by one contractor, an employee cannot work for another contractor after hours or weekends, unless approval is given by the current employer.

ARTICLE VII EMPLOYEE BENEFIT FUNDS

Section 7.1 As part of the compensation due employees for work performed under this Agreement, the Employer shall make payments to the respective Local 777 Fringe Benefit Funds: Annuity Fund, Health and Welfare, National Pension, State Pension, Joint Apprentice Training Fund and Industry Fund, for each hour worked by each employee whose work is covered by this Agreement in the amounts specified in Article XI, and/or any addendums to this Agreement, which are deducted from current wages/benefits regarding rates for respective funds and/or deducted from net and/or gross pay.

Section 7.2 Notwithstanding the provisions of Section 7.1, and Article XI, in the event the Trustees of Connecticut Pipe Trades Benefit Funds determine the need for an increase in the hourly contribution to the Funds, such funds will be deducted from current wages/benefits or from members' net and/or gross pay. If sanctioned by Local 777 during the term of this Agreement, the Employer will allow the Union to make said changes.

Section 7.3 The Employer shall comply with all terms and provisions of each Trust Agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the Trustees of the Funds.

The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreements creating the Annuity Fund, Health & Welfare, National Pension, State Pension, and Joint Apprentice Training Committee and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the Trust

Agreements and regulations of the Trustees, provided that such Trust Agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreements. The Employer and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 7.4 On or before the 10th day of each calendar month, the Employer shall prepare and transmit to the Fund Manager of the Employee Benefit Funds a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said report shall include the social security number of each employee. The report shall be in such form as prescribed by the Trustees of Employee Benefit Funds.

Section 7.5 Upon proper notification that a contributing employer is delinquent in any benefit contribution payment required under this Agreement, for a period of two (2) months, the Union shall be authorized to remove the employees from the job or shop or any such Employer notwithstanding the provisions of Article XIV, Section 14.1 of this Agreement.

If so determined by the Trustees of any Fund, any employer who has not been signatory to this Agreement and any prior agreement for two (2) consecutive years, or any employer whose employees have been removed in accordance with Article VII, Section 7.5, or any employer who has been determined as a habitual and chronic delinquent by the Trustees of any Fund, may be required to furnish a payment bond or cash deposit in a sufficient amount to protect the Funds. The total amount of the bond or bonds to be posted or cash to be deposited shall equal 480 hours multiplied by the total of the contributions to all Funds (including Industry and Work Assessment) required by this Agreement for each employee employed by the Employer.

Section 7.6 Contractors will remit checks to appropriate Funds according to the instructions on the monthly remittance form.

Section 7.7 Signatory Employers agree to pay apprentices the Journeyperson benefit package when apprentices perform work on State or Federal prevailing wage projects. Said benefits shall be paid in accordance with Section 7.6.

ARTICLE VIII WORK RULES AND MISCELLANEOUS PROVISIONS

Section 8.1 The following working rules are applicable to all work covered by this Agreement:

- (a) The selection of foremen shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foremen, the Employer will select from qualified persons available in the Local. Foremen shall take orders from individuals

designated by the Employer. A minimum amount of 10% per hour over journey person scale will be paid for all foremen.

- (b) There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.
- (c) Security procedures for control of equipment and materials are solely the responsibility of the Employer. Employees may be issued, sign out for, and have responsibility for the control of tools.
- (d) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.
- (e) Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.
- (f) Slowdowns, stand-by crews and featherbedding practices will not be tolerated.
- (g) The Union has the right to assign job stewards as they deem appropriate. The Union shall review the job scope, duration and requirements and assign the individual they believe is qualified. A job steward shall be a Journey person, appointed by the Business Manager or Business Agent of the Local Union who shall, in addition to his/her work as a Journey person, be permitted to perform during work hours such of his/her Union duties as cannot be performed at other time, it being understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring and termination or disciplining of employees. When a Steward is appointed, they shall be notified of all new hires, transfers, layoffs and terminations. The Steward shall be included in all overtime. On projects with more than ten (10) employees, the steward, if they possess the necessary licenses and skills, will be the last employee on the job (excluding the foreman and commissioning personnel). The Employer has the right to transfer the Steward, after written notification to the Business Manager, to another Company project of equal or longer duration.
- (h) There shall be no illegal strikes, work stoppages or lockouts.
- (i) It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.
- (j) If the Employer so elects, he may work shift work at a rate negotiated in this Agreement. The Employer shall determine the number of men to be assigned to each of the shifts as established.

- (k) All employees will be provided a morning break of fifteen (15) minutes between 9:00AM and 10:30AM at the employee's workstation or a location determined by the Employer. If scheduled OT is worked, a 2nd 15 minute break will be held at the beginning of the 8th hour. Under certain circumstances the site company foreman/company supervisor will determine the appropriate time for the break. Lunch break will be thirty (30) minutes between 11:30AM and 1:00PM. The Employer shall allow reasonable time for clean up at the end of shift and 5 minutes before breaks and lunch.
- (l) Where no reasonable parking is provided and employees must pay for parking, they will be reimbursed for up to \$7.50 per day with a validated parking receipt. The parking distance to a job site will be within a reasonable walking distance of no longer than one-third (1/3) of a mile.
- (m) If an employee has a reason to believe there is an unsafe work condition on a project, they shall immediately report it to the Company Foreman/Company Site Supervisor. The supervisor shall review the conditions and remedy if possible. If the condition is not remedied, the workers will be moved to a different task in a safe area. If this is not possible, the workers will be sent home.
- (n) The use of vehicles of any description (unless provided by the employer) will be discontinued by the employees during working hours. If a situation arises where an employee has to travel to a different job during their work day, they shall be paid as if they were working and receive mileage reimbursement at the rate used by the State of CT for the distance traveled. Under no condition shall an employee move company tools or company materials from one job to another in their personal vehicle.
- (o) One (1) bereavement day eight (8) hours shall be paid for the loss of immediate family members (Spouse/Children/Parents).

Section 8.2 An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 8.3 An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job but in no event less than two (2) hours. The Employer shall

have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

Section 8.4 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

Section 8.5 It is mutually agreed that employers shall provide reasonable accommodations including clean cold drinking water, clean toilet facilities and some type of water or waterless hand washing device. On projects with crews in excess of fifteen (15) employees, adequate heated areas for changing and eating lunch will be provided.

Section 8.6 When an employee is issued safety equipment and proper training required is given, the employee is expected to take personal responsibility in caring for and utilizing said equipment. Welders will have the recognized industry standard safety equipment (i.e. face masks, appropriate gloves for the task, sleeves, etc.) made available to them while performing welding functions. Company safety programs that reward employees for reporting unsafe or hazardous conditions are encouraged.

Section 8.7 Both parties agree to encourage and aggressively undertake programs to train a reasonable percentage of the membership in “Foreman”, “Safety” and “Specialty Programs” jointly presented through the JATC and Labor/Management.

Section 8.8 Jury Duty pay shall be consistent with the intent and language of Connecticut General Statutes, Section 51-247.

Section 8.9 If a new owner/industry safety regulation of great magnitude is instituted in the future, as in the OSHA 10 requirements imposed in 2005/2006, the Employer/Union will provide training to address such changes. Each individual employee will contribute up to five (5) hours per year of un-reimbursed training. Employer must notify the Business Manager prior to the institution of this Article. Employer will furnish written proof of completed education to employee.

ARTICLE IX HOURS OF WORK, OVERTIME AND SHIFT WORK

Section 9.1 Work Days. Eight (8) hours plus a ½ hour unpaid lunch from the established starting time shall constitute a regular work day.

Section 9.2 Work Week. The established work week will begin on Monday and continue through Friday. The established work day starting time will be anytime between 5:00AM and 9:00AM and will end 8 and ½ hours later (including a ½ hour unpaid lunch) during the established work week. Once the starting time is established, it may be changed to a different time in the 5:00AM to 9:00AM window, with notification to the Manager/Agent as stated below. If it is required by the owner/construction

manager to change the established project starting time or work week, the employer must supply a copy of written notification from the owner/construction manager, prior to the revised shift, to the Business Manager or Agent. When unforeseen or unusual weather conditions cause the jobsite to be shut down, upon notification to the Business Manager or Agent, the establishment of a 10 hour work day at straight time can be put in place for the remainder of that work week. When four (4) ten (10) hour days have been established, the off-day can be used as a make-up day. Saturdays or Sundays cannot be used as a make-up day.

If this four (4) ten (10) hour day schedule is invoked, working the extra two hours is voluntary, and no adverse action will be taken by the Employer if a member is unable to work these extra hours.

Section 9.3 Overtime – Time and one-half shall be paid beginning with the 1st hour worked after the established work day (Monday-Friday). Saturday will be paid at a rate of time and one-half for the first ten hours worked from the start of the established work day. In addition, double time will be paid Monday thru Saturday beginning with the 11th hour worked after the established starting time and for all hours on Sundays and Holidays. Should the established work week be a four (4) ten (10) hour day schedule, and an emergency arises, the 11th hour will be at time and one half, double time will commence on the 12th hour. There must be a minimum of six hours off between the end of the overtime worked and the start of the next established work day or it is to be considered a continuation of the prior work day.

Section 9.4(a) When two (2) or three (3) shifts are worked, the first day or day shift shall be established on an eight (8) hour basis, paid for eight hours; the second shift shall be established on an eight (8) hour basis, paid at 10% over journey person's scale; and the third shift shall be established on an eight (8) hour basis, paid at 12% over journey person's scale. When shift work is performed, it must continue for a period of not less than three (3) consecutive work days.

Section 9.4(b) When there is a night shift, all time worked after the established work day (nights) of eight (8) hours, Monday thru Friday, shall be paid in accordance with Section 9.3. Saturdays (nights) will be paid at a rate of time and one-half for the first ten (10) hours worked from the start of the established work day (nights). In addition, double time will be paid Monday thru Saturday beginning with the 11th hour worked after the established starting time. Sundays (nights) will be paid double time rate to the end of the shift.

Section 9.5 **Special hours of overtime work and shift work.** The provisions of Appendix A, Article IX will be applied on a job-by-job basis with prior approval of the Business Manager of Local 777. Flexibility and creativity may be necessary when creating shifts. All requests must be in writing prior to bid and will be approved or denied in writing.

A. Four (4) - Ten (10) hour workdays at straight time. The starting time will be established under section 9.2. Overtime will be paid in accordance with Section 9.3.

B. After 4:00PM shift -- A shift without shift pay differential may be structured with any number of persons. This shift may start after 4:00PM any day and does require that it be worked for three (3) consecutive work days. The normal 24 hour period shall begin as stated in section 9.2. Overtime will be paid in accordance with Section 9.3. (This Article could apply to remodel, retrofit or tenant finishes in occupied buildings).

C. Special shift (occupied buildings) -- A special night shift may be established in occupied buildings without shift pay differential, with a written request from the Employer and a written approval from the Business Manager or Business Agent. Occupied buildings means an area where people are working or the work cannot be performed during regular working hours. This shift will be in accordance with Sections 9.2 and 9.3.

ARTICLE X

*** RECIPROCITY**

Section 10.1 It is the intent and purpose of this section that fringe benefit contributions on behalf of key employees shall be paid to the fringe benefit funds of their home Local Unions and the Funds of the Local in whose jurisdiction the key employee is employed. When an Employer is subject to this Agreement, whose principal place of business is within the geographical jurisdiction of the Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the Local Union in whose jurisdiction he is working or of the Union party to this Agreement, whichever is higher. The fringe benefit contributions for such key employee shall be those specified in this Agreement and shall be paid on behalf of such key employee by the Employer to fringe benefit funds set forth in this Agreement. When an Employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key employee to a job in the area covered by this Agreement, the key employee shall be paid the total economic package of the Union party to this Agreement or of his home Local Union, whichever is higher. The fringe benefit contributions for such a key employee shall be those specified in the Agreement of his home Local Union and shall be paid on behalf of such key employee by the Employer to the fringe benefit funds set forth in the Agreement of his home Local Union.

*** Refer to the United Association for continuity and update.**

**ARTICLE XI
ECONOMIC PACKAGE AND OTHER CONTRIBUTIONS
EFFECTIVE 6-1-18 THRU 5-31-2021**

ALL RATES OF PAY AND CONTRIBUTIONS ARE IN DOLLARS ON HOUR PER HOURS WORKED.

Section 11.1

JOURNEYPERSONS

Effective	<u>6/1/2018</u>	<u>6/1/2019</u>	<u>6/1/2020</u>
Wages	\$42.62	\$43.62	\$44.63
State Pension	\$7.80	\$7.85	\$7.90
National Pension	\$4.25	\$4.25	\$4.25
Health Fund	\$12.30	\$12.70	\$13.10
Annuity Fund	\$5.50	\$5.90	\$6.30
Apprentice Fund	\$1.26	\$1.26	\$1.30
Industry Fund	\$0.85	\$0.85	\$0.85
ITF	<u>\$0.10</u>	<u>\$0.10</u>	<u>\$0.10</u>
Total Package	<u>\$74.68</u>	<u>\$76.53</u>	<u>\$78.43</u>
Package Increase	\$1.85	\$1.85	\$1.90
After Tax Deductions***			
13 th Check Fund*	\$0.15	\$0.20	\$0.20
Organizing Fund*	\$0.20	\$0.20	\$0.20
Political Action Fund**	\$0.10	\$0.10	\$0.10

- ***13th Check Fund and Organizing Fund contributions are from wages after taxes**
- ****When authorized, the Political Action Fund is from wages after taxes as per Section 11.9 of this contract (\$.10 per hour)**
- *****3% of Total Package for dues check-off (3% of \$74.68 effective 6/1/18, 3% of \$76.53 effective 6/1/19, 3% of \$78.43 effective 6/1/20)**
- **Wage plus 10% for Foreman**

If there is a need for an increase in benefit contributions, it will be determined at a special call meeting where the monies would come from.

Section 11.2

APPRENTICE RATES EFFECTIVE JUNE 1, 2018

Apprentice Rates 6/1/18	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.
Wages	40%	50%	60%	70%	80%
State Pension	\$0.00	\$3.90	\$3.90	\$3.90	\$3.90
National Pension	\$0.00	\$2.13	\$2.13	\$2.13	\$2.13
Health Fund	\$8.61	\$8.61	\$8.61	\$8.61	\$8.61
Annuity Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apprentice Fund	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26
Industry Fund	\$0.85	\$0.85	\$0.85	\$0.85	\$0.85
Intl. Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
After Tax Deductions***					
13 th Check Fund*	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Organizing Fund*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Political Action Fund**	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

- EXAMPLE:** Contractors will pay on a 3rd year apprentice 60% of \$42.62 = \$25.57 and one half (½) of the Journeyman's benefits of \$32.06 = \$16.03, for a total of \$41.60. **THEREFORE,** The Contractor would pay 3% of \$41.60 for Dues Check-off on a 3rd Year Apprentice.

Apprentice Rates 6/1/19	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.
Wages	40%	50%	60%	70%	80%
State Pension	\$0.00	\$3.93	\$3.93	\$3.93	\$3.93
National Pension	\$0.00	\$2.13	\$2.13	\$2.13	\$2.13
Health Fund	\$8.89	\$8.89	\$8.89	\$8.89	\$8.89
Annuity Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apprentice Fund	\$1.26	\$1.26	\$1.26	\$1.26	\$1.26
Industry Fund	\$0.85	\$0.85	\$0.85	\$0.85	\$0.85
Intl. Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
After Tax Deductions***					
13 th Check Fund*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Organizing Fund*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Political Action Fund**	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

- EXAMPLE:** Contractors will pay on a 3rd year apprentice 60% of \$43.62 = \$26.17 and one half (½) of the Journeyman's benefits of \$32.91 = \$16.46, for a total of \$42.63. **THEREFORE,** The Contractor would pay 3% of \$42.63 for Dues Check-off on a 3rd Year Apprentice.

Apprentice Rates 6/1/20	1 st Yr.	2 nd Yr.	3 rd Yr.	4 th Yr.	5 th Yr.
Wages	40%	50%	60%	70%	80%
State Pension	\$0.00	\$3.95	\$3.95	\$3.95	\$3.95
National Pension	\$0.00	\$2.13	\$2.13	\$2.13	\$2.13
Health Fund	\$9.17	\$9.17	\$9.17	\$9.17	\$9.17
Annuity Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apprentice Fund	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
Industry Fund	\$0.85	\$0.85	\$0.85	\$0.85	\$0.85
Intl. Training Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
After Tax Deductions***					
13 th Check Fund*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Organizing Fund*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Political Action Fund**	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

- **Dues check-off is 3% of Apprentice wages and ½ of the Journeyman benefits.**
EXAMPLE: Contractors will pay on a 3rd year apprentice 60% of \$44.63 = \$26.78 and one half (½) of the Journeyman’s benefits of \$33.80 = \$16.90, for a total of \$43.68.
THEREFORE, The Contractor would pay 3% of \$43.68 for Dues Check-off on a 3rd Year Apprentice.
- *13th Check Fund & Organizing Fund are from Wages after Taxes on ALL Apprentices
- **When authorized, the Political Action Fund is from wages after taxes as per Section 11.9 of this contract
- **REMINDER:** Article VII Section 7.7: “Signatory employers agree to pay apprentices the journeyperson benefit package when apprentices perform work on State or Federal prevailing wage projects as per STATE LAW.
- Said Benefits shall be paid into the Fund Office.

Section 11.3 HOLIDAYS

There are no paid Holidays. The following are observed holidays: New Year’s Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it will be celebrated on Monday. If a holiday falls on a Saturday, it will be celebrated on Friday.

At no time will premium time be paid on premium time.

Section 11.4 Each Employer covered by this Agreement shall pay to MCAC the sum of \$.85 per clock hour worked by and for employees covered by this Agreement. Industry Promotion Funds shall only be used to finance such vital construction industry programs as manpower training, safety research, public relations, education and the promotion of good relations with owners and governmental contracting agencies. Payments shall be received by the 10th of each month following the month for which payment is being made. All payments made to this Fund shall be subject to all of the rules, policies and procedures of this Agreement, as well as any rules, policies and procedures adopted by the Trustees. Failure to pay the Industry Fund shall subject an Employer to Article XV of the Agreement.

If an Employer fails to make contributions to the MCAC within twenty (20) days after the date required by this Agreement, the MCAC shall have the right to take whatever steps are necessary to secure compliance with this provision of the Agreement, and the Employer shall be liable for all costs for collecting the payments due, together with attorneys’ fees and such late payment fees as may be assessed by the MCAC Board of Directors.

It is expressly understood and agreed that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of the MCAC, and that no direct benefit is conferred upon or derived by any employees from the Fund.

Section 11.5 Dues Checkoff. In accordance with the terms of the individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct three percent (3%) of the total hourly compensation package as established in Sections 11.1 and 11.2 of this Agreement (ie-Total hours X

Package X 3%). This formula excludes the premium and above scale portion of wages, (Foreman rate and premium pay). The dues checkoff for apprentices shall be calculated by the following formula – Journey person rate X apprentice % X 3% = A. Journey person benefit amount X 50% X 3% = B. A + B = hourly dues amount. The required amount is to be deducted from the net pay of each employee who signs such authorization, an amount as directed by the authorization card as union dues. This amount shall be transmitted to the Fund Office on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 11.6 All monies collected for union dues by the Employer shall be held in trust by the Employer until paid to Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. The union dues, which are deductible, shall be paid monthly by the 10th day of the month following the month in which they were deducted.

Section 11.7 Credit Union. Employees may have payroll deductions made to one central depository. The deduction amount may only be changed on a quarterly basis.

Section 11.8 13th Check Fund. Contributions for the 13th Check Fund shall be deducted from the member’s wages, after taxes, and shall be included with the 3% dues check off remittance after signing authorization card to deduct for said Fund.

Section 11.9 Political Action Check Off – Each Employer agrees to deduct the sum of \$0.10 per hour for each hour worked, from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check off authorization card obtained by the Local. This amount shall be transmitted to the Fund Office on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by the Local Union to an affiliated political action committee.

Section 11.10 Supplemental Annuity Contributions. Plumbers Local 777 and the MCAC agree that an individual employee covered by this Collective Bargaining Agreement will select one of six wage and benefit packages set forth below that all have the same economic value. A covered employee will have as a default benefit package Option A, but may select on a form provided by the Union a different Option as set forth below. Effective June 1, 2018, once a selection is made, no additional selections may be made, and the selection will remain in force for the duration of this Collective Bargaining Agreement.

The following are the Optional Annuity Selections.

<u>Option “A” (default option)</u> –	Wages \$42.62, Annuity \$5.50
<u>Option “B”</u>	Wages \$41.62, Annuity \$6.50
<u>Option “C”</u>	Wages \$40.62, Annuity \$7.50
<u>Option “D”</u>	Wages \$39.62, Annuity \$8.50
<u>Option “E”</u>	Wages \$38.62, Annuity \$9.50
<u>Option “F”</u>	Wages \$37.62, Annuity \$10.50

June 1, 2018

Supplemental Annuity Contribution of \$1.00, \$2.00, \$3.00, \$4.00 and \$5.00 per hour will be deducted from the hourly wage. These contributions are voluntary in nature and will be transmitted to the Fund Office on a monthly basis and shall be accompanied by the list of names of those employees for whom such deductions have been made.

**ARTICLE XII
TERMINATION, PAYDAY AND ACCOUNTABILITY**

Section 12.1 Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one copy to the employee, and one copy for the Employer's file.

Section 12.2 Each Employer shall pay his employees on or before seven (7) days after the end of each payroll period. When Employees are laid off or discharged, they shall be immediately paid all wages due. Employees are to be paid at the option of the Employer, when capabilities exist, in either payroll check, drawn on banks with Connecticut branches, or by electronic or automatic direct deposit. When direct deposit is the payment method, employees will receive a hardcopy paycheck stub detailing itemized deductions. Exception for payment form will be made if hardship can be demonstrated.

Section 12.3 The Employee will account for all tools, issued properties and materials belonging to the Employer upon termination of employment.

Section 12.4 Employees may be fired only for just cause and may appeal the firing through the Grievance and Arbitration Procedure in Article XV.

**ARTICLE XIII
FABRICATION**

Section 13.1 All pipes may, at the option of the Employer, be fabricated on the job or in a shop by journeyperson and apprentice employees, who are covered by a Local 777 Agreement.

**ARTICLE XIV
NO STRIKE, NO LOCKOUT**

Section 14.1 During the term of the Agreement, each of the signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer over disputes over the terms and conditions of this Agreement, provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administrative officer of the fringe benefit funds in accordance with all applicable sections under Article VII that an Employer is delinquent in the payment of fringe benefits. It shall not be a violation of the Agreement or of the no strike clause if members of the Union refuse to cross any lawful picket lines.

Section 14.2 This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE XV GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local 777 and a representative of the Employer shall be immediately notified. Every effort possible shall be made by these individuals to meet and settle the dispute within eight (8) working days; thereafter, the subsequent provisions of this Article are invoked.

Section 15.2 In the event that a dispute is not settled under the provision of Section 15.1, the dispute shall be referred to the Joint Grievance Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Association. Said Committee shall meet within five (5) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Committee shall issue a decision within five (5) working days following its meeting. A unanimous decision of the Joint Grievance Committee is final and binding on the parties.

Section 15.3

(a) The Union or the Employer may appeal any non-unanimous decision of the Joint Grievance Committee or any grievance the Committee fails to act on within five (5) working days, by submitting such grievance to binding arbitration by notifying the other party and the affected Employer in writing to that effect. Such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service, said selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) working days after receipt of the list from the Federal Mediation and Conciliation Service, The American Arbitration Association, or Connecticut State Arbitration Board as mutually agreed upon.

(b) The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

(c) Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

Section 15.4 A grievance, which must be submitted in writing, shall be considered null and void if not brought to the attention of the Employer within ten (10) working days of the incident being grieved.

ARTICLE XVI DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 16.1 This Agreement, which is in force and in effect until midnight, May 31, 2021, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

Section 16.2 If a timely notice has been served by either party in accordance with Section 16.1 and local facilities to resolve disputes over wages, hours and working conditions have failed to produce a settlement, the Union and the Association agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry (IRC). The decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision, all terms and conditions of this Agreement shall continue in full force and effect.

ARTICLE XVII LENGTH AND PURPOSE OF AGREEMENT

Section 17.1 This Agreement made this June 1, 2018 shall be effective from June 1, 2018 to May 31, 2021.

Section 17.2 The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen, apprentices, or other classifications which are covered by this Agreement, so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

ARTICLE XVIII OTHER AGREEMENTS

Section 18.1 No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons presented by the Union performing such similar work in the same jurisdiction, except as provided in this Article. When a new contractor becomes signatory to the Building Trades Agreement, a copy of the contract shall be provided to the MCAC.

Section 18.2 Where the United Association makes an agreement with a National Contractor which is applied on a particular job, no signatory Contractor on that job shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to the National Contractor; but the terms and conditions of the National Agreement shall not apply elsewhere in this jurisdiction.

ARTICLE XIX SUBCONTRACTING

Section 19.1 The Employer agrees that he will not subcontract or sublet out any work covered in Article III to be performed at the site of the construction, repair or alteration unless the Employer to whom the work is subcontracted or sublet is signatory to a UA Agreement.

APPENDIX “A” PRE-HIRE TESTING OF APPLICANTS FOR EMPLOYMENT

It is the policy of the Building and Construction Trades Department, AFL-CIO, that testing for drugs and/or alcohol will be allowed provided, however, that any such chemical testing shall be conducted under generally accepted scientific procedures to ensure the validity and accuracy of such tests. Contractors shall carry the burden of the cost of the tests.

In the case of “positive” results of any test, the affected applicant for employment shall be so advised by the Contractor’s medical personnel, on a confidential basis, prior to the reporting of the results to the Contractor, and the applicant shall have the right to discuss and explain the results, including the right to advise the Contractor’s medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test. This information, too, shall remain confidential between the applicant and the medical personnel. The applicant for employment shall also have the right to his/her sample independently retested by a laboratory of his/her choice and at his/her expense. If the independent retest is “negative”, the applicant should be allowed to begin work immediately and to be reimbursed for the cost of the independent test.

No applicant for or in employment shall be required to sign any waiver limiting liability of the employer, owner/client, testing lab, or any person involved in the chain of custody of the specimen.

All medical personnel, the contractor, supervisors, owner/client, laboratory/testing facility and all other personnel and agents shall adhere to the American Occupational Medical Association’s Code of Ethical Conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA July 23, 1976 and AOMA Drug Screening in the workplace ethical guidelines July 26, 1986).

THIS AGREEMENT SHALL BE EFFECTIVE FROM

June 1, 2018 through May 31, 2021

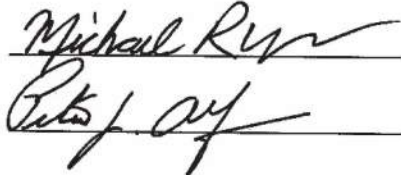
Signed and subscribed to this 1st day of June, 2018.

United Association of Journeymen
and Apprentices of the Plumbing and
Pipefitting Industry of the United
States and Canada, AFL-CIO

FOR MCAC

FOR LOCAL 777





~ ~ ~ ~ ~

I, the undersigned, hereby accept and agree to be bound by the foregoing agreement, as an agreement between myself and/or the Company for which I am duly authorized to act, and the Union, covering the employment of employees represented by the Union, and in consideration thereof, the Union agrees to accept me and/or the Company as an Employer under the terms of this Agreement.

COMPANY NAME: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE SIGNED: _____

PRINTED NAME _____ TITLE: _____
OF AUTHORIZED REPRESENTATIVE

E-MAIL ADDRESS: _____

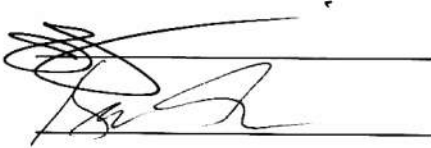
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**SPECIAL MARKET RECOVERY ADDENDUM "A"
TO CONTRACT BETWEEN LOCAL 777 AND MCAC**

1. The terms and conditions of this collective bargaining agreement between the Mechanical Contractors Association of Connecticut, Inc., and Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, dated June 1st, 2018, and any successor thereto shall be applied to Plumbing, Heating, Air Conditioning, and Piping, for all work within the trade jurisdiction of the Local Union of the job site where open shop general and/or mechanical contractors competition exists.

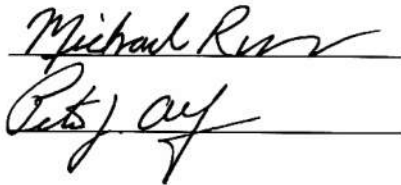
2. The rules and governance of this program will be determined and administered exclusively by Local 777. The MCAC/Contractors will be notified of its guidelines and provisions by Local 777. The wage rate for journeypersons and apprentices employed for the above described construction shall be the posted wage per hour plus full benefits. Hours being subsidized will be reimbursed monthly to the Fund Office by Local 777.

FOR MCAC



Handwritten signature for MCAC, consisting of a stylized, cursive name.

FOR LOCAL 777



Two handwritten signatures for Local 777. The top signature is "Michael R..." and the bottom signature is "Pete J...".

COMPANY NAME: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE SIGNED: _____

PRINTED NAME _____ TITLE: _____
OF AUTHORIZED REPRESENTATIVE

E-MAIL ADDRESS: _____

CELL # _____

ADDENDUM “B” **STANDARD FOR EXCELLENCE**

The Standard for Excellence has been agreed on in principle, but a Committee of Labor and Management will meet on a monthly basis until a final draft is complete and agreed upon. At that time, the Contract will be opened for the sole purpose of inserting the final Standard for Excellence.

A G R E E M E N T

between

**INTERNATIONAL ASSOCIATION OF BRIDGE
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRONWORKERS**

**Local No. 15, Hartford, Connecticut
Local No. 424, New Haven, Connecticut**

and

**AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISION OF CONNECTICUT, INC.**

and

CONNECTICUT IRONWORKERS EMPLOYERS ASSOCIATION, INC.

June 30, 2018 through May 31, 2022

**Ironworkers Local 424
15 Bernhard Road
New Haven, CT 06473
203-787-4154**

**Ironworkers Local 15
49 Locust Street
Hartford, CT 06114
860-249-7639**

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A G R E E M E N T

This Agreement is made and entered into on this 30th day of June, 2018 by and between the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS, LOCAL 424, New Haven, Connecticut and LOCAL 15, Hartford, Connecticut, hereinafter referred to as the "Union", and AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and CONNECTICUT IRONWORKERS EMPLOYERS ASSOCIATION, INC. hereinafter referred to as the "Association", acting for and in behalf of firms it is authorized and agrees to represent during the term of this Agreement, hereinafter referred to as the "Employers" (see Addendum I), by collective bargaining to prevent strikes, lockouts and disputes between Employers and the Union in this trade. Such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon.

ARTICLE I **RECOGNITION**

SECTION 1 The Employers recognize the Union as the representative of their employees in the categories covered by this Agreement, and the Union recognizes the Association as the bargaining agent for the Employers.

SECTION 2 The Union and the Employers agree to conform to all agreements between the International and other Internationals of the Building and Construction Trades Department AFL-CIO.

SECTION 3(a) All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers on the effective date of this Agreement shall be required to remain members of the Union in good standing as a condition of employment during the term of this Agreement. All new employees may be required to become and remain members of the Union in good standing as a condition of employment, after the seventh day following the dates of their employment, or the effective date of this Agreement, whichever is later, and after passing the standard examination for Journeyman Iron

Worker, as established by the Joint Apprenticeship & Training Committee.

SECTION 3(b) In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment and to preserve the legitimate interest of employees in their employment, the Employers and the Union agree to the Referral Plan attached hereto and hereby made a part of this Agreement.

SECTION 4 The Union will furnish the Employers authentic information as to the status of the apprentices employed upon request for such information by the Employer.

ARTICLE II **EQUAL EMPLOYMENT OPPORTUNITY**

The Employer shall have the sole and exclusive right to manage the business, except that there shall be no discrimination in the hiring, placement, referral, classification, upgrading, layoff or termination of employment of any individual by reason of race, religious creed,

color, sex, national origin, age, sexual orientation, marital status, ancestry, occupationally irrelevant physical defects, disabilities, reasonable accommodation to disabilities under the Americans with Disabilities Act, past or present history of a mental disorder, genetic background or prior conviction of a crime or membership or nonmembership in the Union. The Employers and the Union agree to participate in Affirmative Action Programs to promote equal employment opportunity in the construction industry. Any claimed violation of this Article shall be processed through the step prior to arbitration under the grievance procedure. Thereafter, any claimed violation of this Article may be arbitrated if agreed by all parties. In the event the parties agree to arbitration, such agreement is contingent upon the execution of a valid waiver and agreement by the employee(s) whereby all rights and claims under any and all laws are adjudicated in the arbitration process and the decision or resolution is final and binding on the all parties, including the employee(s), otherwise the matter is not arbitrable.

ARTICLE III **JURISDICTION OF WORK**

SECTION 1 The International Association claims for its members all work including but not limited to: the field fabrication, production and/or erection and construction of all structural iron, steel; ornamental lead, bronze, brass, copper, aluminum, steel, glass, all ferrous and nonferrous metals and plastics; precast, prestressed and poststressed concrete structures, the hoisting, rigging, installation and assembly of all Modular Construction Components, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; access door and frames; air conditioner cans; amusement equipment; anchors; Geodesic and

other domes, decking, diagrams and other roofing systems; agents and ticket booths, aprons, aqueducts, atriums, awnings, acoustical elements, sound barriers, computer floors, bells, bank fixtures, barjoist, blast furnaces, book stacks, buildings, boilers and stokers (sectional water tube, and tubular), boxes, bracing, brackets, bridges and bridge rail, bridge viaducts, the erection and renovation of all bridges, bridge bearings, bridge expansion joints and assemblies, structural, precast, prefabricated and pre-assembled including temporary bridges and all bridge components, and materials that may result as of technological changes in the industry, bucks, bulkheads, bumper and bumper posts, bunkers, cableways, cable slots and cable wells, cages, caissons, canopies and unistrut canopies, car-dox and carports and enclosures, cart lift fronts, caps, cast tiling, cat walks, chutes of all types, circuit breakers, clips, clocks, collars. column casings, column cladding, column covers, concentrators, counter supports, conservatories, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel framed, including insulation; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), all types of cranes including jib-cranes; crushers, cupolas, curb guards, theater curtain and back stage lifts, curtain, curtain wall, window wall and substitute systems, stone curtain wall, dams (cofferdams), decking (metal); roof decking (such as but not limited to "Cofar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), decorations and displays, dismantling and loading out conveyors, aggregate plants, batch plants, refrigeration plants, derricks including jumping and servicing of hoisting equipment and personnel hoists, directory boards, room dividers, docks and dock levelers, doors, metal or metal clad doors and frames; glass doors, hangar doors, patio doors; rolling doors; rolling fire and iron doors; sliding doors; maintenance on doors; fire doors; rolling shutter doors; door

plates; draft curtains; drapery track; domes, dredges, drums, duct and trench frames and plates, duct supports, dumb waiter enclosures and fronts, dumpers, duorails, drywall, metal trim; electrical supports, elevators, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia; enamel tanks, enamel vats, ceramic, laminated spandrelite, entrances, erection of steel towers, erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; assembling and erection of offshore drilling platforms or similar installations; escalators, escalator trim, approaches and subframing, expanded metals, expansion joints; erection, rigging or dismantling of all false work; fascias, fascia soffits; fascia entrances and panels, metal panels, demising walls, composite panels, insulated panels, foam panels, alucabond, alpollic, reynabond and all other panels and all exterior panels system, all attachments and underlayments such as studs, fiber and composite board, wood backing, moisture protection, clips and various attachment components, all panel systems that may result as of architectural and technological changes in the industry, false work, fans and hot rooms, fencing of all types, fiberglass or substituted materials, fire equipment, breaks, stops and fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of boilers, erection, rigging or dismantling of all framework, sheet metal on fence framework; highway metal plate guardrail; highway delineators and reflectors (metal or synthetic); guard cable; highway safety devices; fronts, fur and storage rooms, gates and collapsible gates, generators, grating, grillage and foundation work, grills, grill work guards, guides, greenhouses, guardhouses, gymnasium equipment, handrails (aluminum, glass, metal and plastic); handrails caps of aluminum, glass,

metal, wood, plastic and composite materials, hangers, hanging ceilings, hardware and screens, hoppers, hospital room TV supports and gas supports, hot rooms, inclines, iron doors, jail and cell work, modular components, jail cell beds, benches, bunks, chairs, tables, mirrors; jail cell access doors; joists (precast, prestressed and poststressed), all types of cranes, including jib-cranes; kalomeined doors, kilns, laminated wood structures, laser beams, lintels, lockers, locks and locksmithing, louvers, machinery (moving, hoisting, lowering and placing on foundations), machinery and power generation equipment and components, making and installation of all articles made of wire and fibrous rope; marquees, material altered in field such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; erection of all curtain wall, window wall, glass, metal floor decking, metal forms and falsework pertaining to concrete construction, metal furniture, metal strips or tight lacing for decorative or protective purposes, metal windows and enclosures, mixers, modular buildings, monorails, multi-plate, name plates and nosings, nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts, the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, operating devices, operating and dental room light equipment; oxygen and gas pipe supports, ovens, pans, panic devices and locks, panels (insulated and non-insulated, factory and field assembled), Q-panel; any type panel pertaining to curtain wall whether it be stone aggregate or precast; partitions, toilet partitions and supports; pen stocks, pile drivers, pipe railing, pipe supports, plaques; plastic and synthetic fences, platforms; playground equipment; poles; poster frames; porch supports; plates and plate pit liners, porcelain enameled panels, prefabricated metal buildings, preglazed windows, storefront, and window walls; pulverizers, reinforcing steel, racks, railings (including pipe), railroad bridgework

and maintenance, radiator enclosures, reservoirs, revolving doors, rigging (including shipyards, navy yards, vessels and government departments), rigging in connection with display shows, roofs, mansard roofs, space roof systems, rolling grills and shutters, rotors, safe deposit boxes, night depositories and drive-up equipment, safety devices, safes, sash, preglazed sash, steel and aluminum sash, scaffolding, scenery equipment; sculptures and art objects; scum plates; sills and sill plates; seats; seating and plank seating; security doors; security door frames, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, signaling, rigging and hoisting involved with the use of helicopters; skate wheels, skip hoists, skylights, slope wall; smoke conveyors, smoke plates, space frames, solar energy panels, spandrels (metal and precast concrete), spillways, stacks, stacker cranes, stage equipment and counterweight system and rigging for asbestos curtain, stairways, including pre-engineered stairs; all types of stairs, stairing and steel supports, steel and fire proof curtains; storefronts and entrances; stators, stokers, storage racks used as an entricit part of a building, storage rooms, stoves, subways, sun shades, support brickwall and steel granite; swimming pool equipment; switch gear tables, towers, tanks, target ranges; target range baffles, booths and conveyors; temporary fencing; thimbles; thresholds; tracks and guides, track frames; tramways, transformers, travelers, traveling sheaves, trellises; trim on vaults; turnstiles; trusses (steel, Howe and combination trusses), tunnels, turbines, turbine enclosures, all translucent and plastic material on steel frame construction vats, vault doors, vaults, ventilators, vertical hydraulic elevators, pressure vessels and vessels of all types, wire mesh, wire work; wall, stub, stud, wall tires; wainscoting; waste compactors; weather stripping; weather vanes, weirs and weir plates, welding machines, all welding processes associated with structural steel, ornamental, miscellaneous iron, precast stone, and curtainwall erection, wheel guards,

winches, windows, window cleaning equipment, window washing hooks, window and door screens and brackets, window stools, wickets, window washer track, x-ray equipment, x-ray support. Aligning, leveling and surveying in conjunction with steel or machinery erection. The unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the Union. All layout work for the above regardless of equipment needed to perform operations; all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work; and all labor involved in water and wind testing of windows and curtain wall. Ornamental lead shall consist of the distributing, erection, installation, removal, uncrating and recrating, unloading and reloading, relocation, repair maintenance, layout, removal, replacement, handling, cutting, bending, rigging, jobsite fabrication, framing, drilling, fitting, burning, incidental building of scaffolding, welding by combination of various gases and electricity. All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning welding and tying of all material used to reinforce concrete construction shall be done by Iron Workers. Erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, G.F.R.C., Dryvit System, including the securing of by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction.

Alteration, wrecking, dismantling and repair of all of the above and all housesmith work and

submarine diving in connection with or about the same. The above claims are subject to trade agreements and decisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building and Construction Trades Department. The demolition of all of the above work shall be done by Iron Workers.

SECTION 2 TECHNOLOGICAL CHANGE

OF MATERIALS Technology changes are constantly occurring in the manufacturing processes of producing building components which modify the composition (or gauge) of the materials used to achieve the final products but are still designed and manufactured to function the same as products which are traditionally manufactured products in carbon steel, high strength steel, aluminum, bronze or stainless steel. Where the professional design engineers may substitute a high strength carbon fiber or steel fiber injected into reinforced polymer composites to replace an all metallic product, the carbon or steel fibers provide the strength for the polymer composite product to perform precisely the same as the load bearing steel or other metallic shapes have performed in the traditional all metal product. In every case, whenever a pultruded or cast fiber reinforced polymer, aramid, epoxy, polyester or other fiber reinforced plastic product is replacing or substituting or working in conjunction with traditional metal sections, products or structural shapes, the work of erecting or installing the modified product is the work of the Ironworker, without any exceptions.

SECTION 2a MODULAR CONSTRUCTION COMPONENTS

The rigging, handling, setting and aligning of Modular Construction Components that resulted due to technological changes in the Industry.

SECTION 3 If applicable, Employers who are parties to this Agreement will furnish Local

Union 15 and 424, when requested, signed letters on the letterhead of the individual Employer, stating that they have employed Ironworkers on a particular named project and the type of work that was assigned to and performed by the Ironworkers.

ARTICLE IV TERRITORY

SECTION 1 The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 15, Hartford, Connecticut, and Local Union No. 424, New Haven, Connecticut, which extends halfway to the nearest outside local union of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers.

SECTION 2 The provision regarding territory is modified as follows: In the areas listed in (g) below, all hiring, excluding foremen and supervisory personnel, including referrals of applicants for employment, shall be divided equally between Locals 15 and 37. All of the foregoing subjects to the following conditions:

- (a) All hiring and referrals of applicants for employment shall conform with legally established and legally operating Referral Plans.
- (b) All requests by Employers for referrals of applicants for employment shall be made to the Referral Office of Local 15.
- (c) All processing of requests for referral of applicants for employment shall be performed and expedited in the same manner as requests for referrals made to Local 15.
- (d) In the event the required number of suitable applicants for employment are not supplied, the Employer may proceed in accordance with its rights in any other area in similar circumstances.
- (e) There shall be but one steward on each job as in other areas.

(f) Employer payments to the Pension Fund, Annuity Fund, Extended Benefit Fund and the Apprenticeship Fund shall be made in accordance with the Employer's agreement with Local No. 15 and Local No. 424.

(g) Abington, Attawaugan, Ballauville, Brooklyn, Canterbury, Central Village, Clark's Falls, Danielson, Dayville, East Thompson, East Killingly, East Brooklyn, East Woodstock, Fabyan, Glasgo, Goodyear, Grosvenordale, Jewett City, Killingly, Ledyard, Mechanicsville, Moosup, Mystic, Noank, North Sterling, North Woodstock, North Stonington, North Grosvenordale, Old Mystic, Oneco, Pachaug, Packer, Pawcatuck, Plainfield, Pomfret, Preston, Putnam, Quinebaug, South Woodstock, South Killingly, Sterling, Stonington, Thompson, Voluntown, Wauregan, West Mystic, Willsonville, Woodstock. All located along the eastern boundary of the State of Connecticut.

SECTION 3. PORTABILITY The Employer shall have the right to employ directly a minimum number of key employees who may consist of a superintendent, general foreman and foremen. Employers who have employees so classified and with continuous time with the Employer in the previous 12 month period shall have complete portability with those employees within the entire jurisdiction. In addition, the Employer whose business resides in the State of Connecticut shall have the right to employ directly on any job in the entire jurisdiction all employees required on such job or jobs, provided such employees are regular employees of the Employer who have been employed by the Employer for the previous 4 months. Employees who qualify hereunder do not need a referral from either local and cannot be replaced except by consent of the Employer. These terms supersede all other terms within this agreement.

ARTICLE V **WORK HOURS PER DAY**

The regular starting time is between 7:00 a.m. and 8:00 a.m. A starting time prior to 7:00 a.m. may be approved by the Business Manager. There shall be a non-paid lunch period between 12:00 noon and 12:30 p.m. If work is to continue for more than six hours after the end of the meal period, the Employer shall schedule a paid meal break of 30 minutes. The Employer may stagger these meal breaks in order to keep the work going. The regular work day ends between 3:30 p.m. and 4:30 p.m., Monday through Friday inclusive. Changes in the working hours in special cases shall be made to meet special conditions upon the approval of the Local Union or the General Executive Board. With respect to tide work, the Employer shall have the right to set reporting times in accordance with the tides. The afternoon meal break shall be in lieu of the afternoon coffee break.

ARTICLE VI **SHIFT WORK**

SECTION 1 When there are two or more shifts, the first shift shall work 8 hours for 8 hours pay, the second shift shall work 7 and ½ hours for 8 hours pay and the third shift shall work 7 hours for 8 hours pay. Not more than one shift shall be allowed on a job of less than five days duration except in case of emergency, which shall be decided by the General Executive Board.

SECTION 2 Notwithstanding the contents of the above paragraph, the General Executive Board, in special instances and cases, may determine that the contents of the above paragraph shall not apply and in such cases may specially provide for shift work and payment for such shift work.

ARTICLE VII
SPECIAL SHIFT

SECTION 1 By prior agreement between the Employer and the Local Union Business Representative, if the Employer is required to perform work which cannot be performed during regular working hours, 8:00 a.m. to 12 noon -12:30 p.m. to 4:30 p.m., an employee(s) may work a special shift of eight (8) hours worked exclusive of lunch, for eight (8) hours pay at the regular wage plus an additional ten (10) percent of the hourly wage for each hour paid.

SECTION 2 No employee may work on a special shift if the employee has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date.

ARTICLE VIII
OVERTIME AND HOLIDAYS

SECTION 1

(a) Monday through Friday: Hours worked beyond the normal 8 hour day shall be paid at time and one-half (1 ½) for first 2 hours and double time thereafter. Hours worked prior to the start of the normal work day shall be paid at time and one-half (1 ½). Hours worked in excess of seven and one-half (7 ½) hours on a second shift and in excess of seven (7) hours on a third shift shall be at time and a half (1 ½) for the first two hours and double time thereafter.

(b) Saturdays: Hours worked on Saturday shall be paid at time and one-half for the first 8 hours and then double time thereafter.

(c) Sundays and Holidays: Hours worked on Sunday and Holidays shall be paid double time.

(d) Saturdays and Sundays Overtime: When an employee has an unexcused absence during a mandatory overtime schedule, no overtime will be paid until 40 hours of work has been accomplished by the employee during the pay period.

SECTION 2 The following holidays shall be observed by Local No. 424, New Haven, Connecticut and Local No. 15, Hartford, Connecticut:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Should any of the foregoing holidays fall on Sunday, the following day, Monday, shall be observed as the holiday in question.

Should any of the above holidays be generally declared Monday holidays by the Congress and/or the Connecticut General Assembly, said holidays shall be observed on the appropriate Monday and not on the traditional date for said holiday.

Should any of the foregoing holidays, except Christmas Day, fall on Saturday, the holiday will be celebrated on the preceding Friday, provided that the preceding Friday is declared to be a legal holiday by the State of Connecticut.

SECTION 3 Employees covered hereunder shall be entitled to 8 hours off with pay as a paid holiday on Labor Day, provided said employees shall have been on the Employer payroll for the five consecutive work days prior to Labor Day.

SECTION 4 Where an employee observes Martin Luther King or Veteran's Day as an unpaid holiday, he/she shall not be discriminated against. Neither holiday shall be considered a holiday for purposes of this Agreement.

ARTICLE IX
EFFECTIVE DATES

All wage rates and fringe benefits provided for in this Agreement shall become effective with the first day of the individual Employer's first payroll week starting on or after the dates scheduled in this Agreement.

ARTICLE X
WAGE RATES

SECTION 1 The following minimum hourly wage rates shall apply to journeymen in the work of erection and dismantling indicated for Local No. 15, Hartford, Connecticut, and Local No. 424, New Haven, Connecticut: structural iron work; ornamental iron work; reinforcing iron work; machinery moving; rigging and machine erection iron work; fence erecting; sheeting; stone derrick work; welding and burning; metal beam guard rails; sash, window wall and curtain wall; precast, prestressed and poststressed concrete; segmental girders; stage rigging; blacksmiths; cable splicers; chain link fence; miscellaneous iron; cellular and metal floors; tiltup concrete wall panels; outriggers; and outrigger scaffolding; material joists; tower cranes; elevator fronts, prestressed and/or structural plastics; plastic grating; structural fiberglass shapes; fiber glass hand rail and fiber glass grating; wire partition, and pre-fab steel buildings; pre-fab fiber glass buildings; and historical iron work performed in connection with oil refineries, waste and water treatment systems, shredder compactors, recycling and reclaiming systems, mass transit systems and marine and maritime installations, maritime rigging, core drilling, core drilling machine and load bearing lightweight steel framing systems.

Journeyman Wage Rates

<u>Effective Date</u>	<u>Hourly Wage Rate</u>
06/30/18	\$35.47
06/03/19	\$36.67
06/01/20	\$36.67
06/07/21	TBD

Effective June 30, 2018, the effective dates of any wage rate and benefit contribution changes in this Agreement shall be the first Monday of June. Such effective dates shall be specified in the relevant wage rates, benefit and other provisions of the collective bargaining agreement.

SECTION 1(a) When performing the work of the signalman-connector wearing headphones, the employee shall receive a minimum of \$1.00 above the effective journeyman rate. This does not apply to Foreman and General Foreman.

SECTION 2 Should there be a need to increase the rates of contribution payable to the Health and/or Pension Benefit Funds provided for in this Agreement, during the term of this Agreement, the appropriate regular straight time hourly rate of pay provided herein or the Annuity Fund contribution rate shall be reduced by such amount and the appropriate Health and/or Pension Benefit Fund contribution rate provided for in this Agreement shall be increased by such amount after adequate time (not less than 60 days) for written notice to Employers and the Association. The parties agree to execute amendments to this Agreement to accomplish the objective of this paragraph should the need arise.

SECTION 3

(a) **Iron Worker Superintendent - General Foreman** The General Foreman shall receive not less than 20% per hour in addition to the effective Journeyman rate.

(b) **Foreman** The Foreman shall receive not less than 10% per hour in addition to the effective Journeyman rate.

(c) **Apprentices**

1. Each Employer shall have the right to employ at least one apprentice and thereafter may employ apprentices in accordance with the law, when available from the Local Union.

2. On ornamental work which is normally performed by two Iron Workers, one may be an apprentice.

3. Each Employer shall employ at least one (1) apprentice for every four (4) Journeymen on the project. The ratio of apprentices to journeymen may be adjusted higher by the General Executive Board.

First 1,500 hours to 2,000 hours - not less than 60% of journeyman scale.

Second 1,500 hours to 2,000 hours - not less than 70% of journeyman scale.

Third 1,500 hours to 2,000 hours - not less than 80% of journeyman scale

Fourth 1,500 hours to 2,000 hours - not less than 90% of journeyman scale

There shall be a probationary period for all apprentices which shall be the period of the first one thousand (1,000) hours.

SECTION 4 The appropriate Joint Apprenticeship and Training Committee shall have authority to advance (upgrade) and graduate any apprentice based on the demonstrated ability of such apprentice. The Joint Apprenticeship and Training Committee (JATC) shall certify to the Employer that an apprentice has been so advanced and/or graduated. The JATC certification shall clearly indicate the level to which the apprentice has been advanced.

**ARTICLE XI
PIECE WORK**

It is further agreed that the employees shall not contract, subcontract, work piece work or work for less than the scale of wages established by this Agreement. The Employers agree not to offer and/or to pay, and the employees will not accept, a bonus based on specific performance on any individual job.

**ARTICLE XII
SUBCONTRACTORS**

SECTION 1 The Employer agrees not to subcontract or sublet any work to be performed on the job site covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the International Association of Bridge, Structural Ornamental and Reinforcing Ironworkers or any of its affiliate Local Unions. Upon request by the Union, the general contractor will furnish the names of all subcontractors to perform work covered under this Agreement.

SECTION 2 All Employers prior to starting work on a project shall contact the local Union Representative to discuss the type and manner of work to be performed, workforce needs, the schedule, utilization of contractor's forces and other matters pertinent to the work so that the work will be performed in an efficient professional manner. So that the Employer may keep the Union fully informed of all new construction projects in the territorial jurisdiction of the Union, the Employer shall advise each Connecticut local union of the current jobs on a monthly basis.

**ARTICLE XIII
WORK LIMITATION**

SECTION 1 There shall be no limitation placed on the amount of work to be performed by any employee during working hours.

SECTION 2 The Employer shall have full authority to manage the work, direct the workforce and decide all matters, plan and control all business operations and to layoff and terminate employees due to lack of work or other proper business reasons, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

ARTICLE XIV
DOUBLE JOBS

No Iron Worker shall be permitted to receive wages for more than one job at the same time.

ARTICLE XV
PAY DAY AND PAY CHECKS

The regular pay day shall be a regular work day each week as determined by the Employer. Once determined by the Employer, the regular pay day shall be on the same day each week unless different by operation of this section or changed with agreement of the Union. Wages are to be paid in cash or legal check drawn on a Connecticut bank against funds on deposit, provided however, that such checks may not be used by Employers whose main office is located outside the state of Connecticut nor by Connecticut based Employers who have been placed on a cash basis only, in accordance with the terms of paragraph three of this Article XV, unless there is consent by the Union to the use of checks. Employees may also be paid by a direct deposit to their accounts.

If paid by check, checks shall be delivered to the Iron Workers on the job site on the regular pay day.

Payment of wages, by cash, check or direct deposit, shall be made on the job, no later than 12:00 noon on the fourth day (not including Saturdays, Sundays and Holidays) after the close

of the Employers Payroll Week. If the pay is not on site by noon on the established payday the Ironworkers will receive one (1) hour pay at straight time wages as well as sufficient time to cash their checks. If pay is not on site by the fifth day at 12:00 noon they will receive an additional four (4) hours a day everyday they are not paid in full. After eight (8) working days of not being paid in full, the Business Managers have the right to pull all of the Manpower. When Ironworkers working hours not later than on the fourth regular working day (not including Saturdays), are laid off or discharged, they shall be paid in full in cash or, where permitted by an agreement as specified in Paragraph 1 of this Section, either by direct deposit or legal checks drawn on a Connecticut bank against funds on deposit on the job immediately, unless there is a prior agreement made with the local business manager to have payment arrive the next business day at the office of the Local having jurisdiction over the project, which approval shall not be unreasonably withheld. If the Ironworker is required to go to some other point or to the office of the Employer, such Iron Workers shall be paid for the time required to go to such place. (If a Contractor's payroll check during any payroll week is not honored by the bank upon which it is drawn, for insufficient funds, the Contractor shall immediately be put on a cash paying basis for wages and the employees shall be paid 2 hours pay, plus any bank service charge incurred to the employee for the insufficient funds of said check.) When Iron Workers quit of their own accord, they shall wait until the regular pay day for the wages due them.

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

Accompanying each payment of wages, whether by cash, check or direct deposit, shall be a separate statement identifying the Employer and the employee, showing the total earnings, the

amount of each deduction, the purpose thereof, and net earnings.

If the regular pay day falls on a holiday, the men are to be paid on the day before.

A daily time record shall be maintained by the Employer for all the employees. Such time record shall be available to the Union Representative or Steward for inspection upon reasonable notice.

If the Employer fails to give notification of lay off to any employee at the completion of work at the end of the day, and the employee reports for work the next morning and is laid off, he/she shall be paid one day of wages at the regular rate for the day on which he/she was laid off.

ARTICLE XVI

FRINGE BENEFIT FUNDS

SECTION 1 Employers hereunder shall make contributions to the fringe benefit trust funds enumerated, hereinafter referred to as the "Funds", in the amount set forth below for each hour worked or paid, as indicated herein below, by each employee covered under this Agreement on and after the effective dates indicated:

Ironworkers' Local 15 & 424

Extended Benefit Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Worked</u>
06/30/18	\$12.33
06/03/19	\$12.62
06/01/20	\$12.92
06/07/21	TBD

Ironworkers' Locals 15 & 424

Apprenticeship and Training Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Worked</u>
06/30/18	\$1.05
06/03/19	\$1.05
06/01/20	\$1.05
06/07/21	TBD

IMPACT Trust Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Worked</u>
06/30/18	\$0.22
06/03/19	\$0.23
06/01/20	\$0.23
06/07/21	TBD

Ironworkers' Locals 15 & 424

Annuity Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Paid</u>
06/30/18	\$6.00
06/03/19	\$6.00
06/01/20	\$7.25
06/07/21	TBD

Effective June 25, 2001, Employers shall make full contributions to the Annuity Fund for hours paid to apprentices.

Ironworkers' Locals 15 & 424

Pension Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Worked</u>
06/30/18	\$12.30
06/03/19	\$12.60
06/01/20	\$12.90
06/07/21	TBD

Ironworkers' Locals 15 & 424

Supplemental Pension Fund

<u>Effective Date</u>	<u>Hourly Rate for Hours Paid</u>
06/30/18	\$3.50
06/03/19	\$3.50
06/01/20	\$3.50
06/07/21	TBD

The fourth (4th) year allocations of the \$1.90 increase under the Ironworkers Agreement shall be allocated by the Union at a later date.

The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees as the Trustees shall determine. The Employer shall be liable to pay

contributions provided above only for hours worked in covered employment within the geographical jurisdiction covered by this Agreement.

SECTION 1A Contributions - Effective July 5, 2004, contributions to the applicable fringe benefit funds shall be due by the second Thursday following the week that the employee worked. This will be accomplished electronically, provided a workable system can be installed which is compatible with the Employer's existing payroll and or any method selected by the Employer that insures delivery of the payments on the due date.

SECTION 1B Annuity Fund – Ironworkers Locals 15 & 424 and the Employers agree that effective on and after September 1, 2018, an individual employee covered by this Collective Bargaining Agreement and eligible to participate in the Annuity Fund's plan will have an opportunity to deduct pre-taxed wages and direct them to their individual annuity account through a 401(k) program.

The options to be made available to an eligible Ironworker under the Annuity Fund's plan document commencing September 1, 2018 are no 401(k) deduction (\$0.00) or \$1.00, \$2.00, \$3.00, \$4.00 or \$5.00 deducted per hour paid. These options can be elected, or changed, by an eligible Ironworker with their Employer on a biannual basis via a written 401(k) election form. The biannual months to make a change will be September and March for the duration of this Agreement, and also when an Ironworker initially becomes eligible under the Annuity Fund's plan or starts employment with a new Employer. Except in the case of a new Employee, each Employer shall receive a completed written 401(k) election form from an Employee at least 2 weeks prior to the date such election is to take effect. It will be assumed that

no change to the previous period is to be made when an employee does not submit a changed 401(k) election form to the Employer during the biannual months noted above. Also, if there is no written 401(k) election form for an employee on file with the Employer, then the Employer and employee will follow the annuity schedule in the Collective Bargaining Agreement.

These 401(k) contributions are voluntary in nature and will be transmitted by an Employer to the Annuity Fund's administrative office on a biweekly basis on the 401(k) contribution remittance form provided by the Annuity Fund or the Local Unions. All applicable tax information will be provided on the 401(k) contribution remittance form by the Employer for an Employee who has a written 401(k) election form on file with the Employer.

SECTION 2 Administration of Funds - The foregoing Pension Fund, Annuity Fund, Extended Benefit Fund, Apprenticeship and Training Fund and additional or successor Funds shall each be administered jointly by an equal number or representatives designated and appointed by the Association and the Union, which Agreements and Declarations of Trust shall conform to all requirements of law. Association designations and appointments shall be made from among those Employers who regularly employ Iron Workers and whose average number of employees work more than the minimum twelve hundred (1200) hours per plan year, or any full time employee of the Association or contractors emeritus. For purposes of this Agreement, each hour worked shall include actual hours of overtime work and contribution shall be paid for each such hour. For purposes of the Annuity Fund contribution under this Agreement, each hour paid shall include all hours, or portions thereof, that this Agreement requires to be paid for whether or not such time was actually worked by the employee.

All jointly administered funds provided for in this Agreement, namely the Pension, Annuity, Apprenticeship and Training and Extended Benefit Funds, shall be operated and administered in conformance with applicable Federal and State laws and regulations pertaining thereto and shall be maintained as tax-exempt under provisions of the Internal Revenue Code.

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

SECTION 2A In the event a national health insurance law which covers employees working under this Agreement is enacted by the United States, the parties agree, at the request in writing of either the Association or the Union, to negotiate concerning the continuation of the payment of the Extended Benefit Fund contribution, in whole or in part, to that Fund or another fund set forth in this Agreement. In the event that the parties have not reached agreement on the payment of this contribution within thirty (30) days after the request for negotiations is made, the matter may be submitted by either party to arbitration as provided in Article XXXII of this Agreement.

SECTION 3 Delinquency - Employers who are delinquent in their payments to the Pension Fund, Annuity Fund, Extended Benefit Fund, or Apprenticeship and Training Fund shall be in default and in violation of this Agreement. In no event shall, their default be construed as a default by the other members of the Association. When an Employer is in default, the Union shall send the Employer a written notice of its intention to take any economic action against the Employer as outlined in Article XXXIII of this agreement and the Employer shall not have the privilege of employing members under the

terms of the contract after written notice by the Business Agent or administrative office of such Fund of such delinquency until such delinquency is fully satisfied and the Employer is on pre-payment per Section 1A.

At the discretion of the Funds' Trustees, the delinquent Employer may be held liable for reasonable attorney's fees, sheriff and court costs, audit fees and other expenses incurred incidental to collection of monies due the Funds, including a reasonable rate of interest on the outstanding balance. Appropriate payroll records of the Employer may be subject to CPA audit by direction of the Trustees to ensure proper payment to the Funds as required herein.

Effective June 21, 2004, any Employer seeking to employ Iron Workers shall have to post a bond or in the event the Employer is not bondable to provide a cash deposit. For Employers with 1-5 employees, there shall be a bond of twenty-five thousand dollars (\$25,000); 6-10 Employees, fifty thousand dollars (\$50,000); more than 10 employees, one hundred thousand dollars (\$100,000). Those Employers who are not bondable shall be required to put up a cash deposit in the amount of two thousand, five hundred dollars (\$2,500) per employee. If the number of employees increases then the amount of the cash deposit shall increase accordingly. When the amount of employees increases, the Fund office shall obtain the additional cash bond to reflect the increase in the number of Employers.

The Funds shall be listed as the obligee on all surety bonds.

Receipts shall indicate hours worked and hours paid and shall be given to the employee the week following when the payments are due.

With respect to the cash deposit described previously, any such deposit shall be held in an Account in the name of the Ironworkers Locals No. 15 and 424 Pension Fund, such Account shall be called the "Employer Cash Bond

Account,” and the Employer Cash Bond Account shall be administered by and through the administrative office of the Ironworkers Locals No. 15 and 424 Pension Fund. Records shall be kept by the Ironworkers Locals No. 15 and 424 Pension Fund of that portion of the Employer Cash Bond Account attributable to each Employer’s cash deposit. The Employer Cash Bond Account shall be invested in a money market fund (or a comparable investment), and such Account shall not generate any income or net earnings for any Employer.

Balances attributable to existing Employers in the Employer Cash Bond Account as of the date of the enactment of this Agreement shall remain in the Employer Cash Bond Account, and thereafter a balance for any other Employer shall be created as soon as possible after a cash deposit is received by the administrative office of the Ironworkers Locals No. 15 and 424 Pension Fund for such Employer. Each Employer’s balance in the Employer Cash Bond Account shall be available to cover that Employer’s delinquency to the Funds (with priority being given to contributions due to the Annuity Fund) and all related costs.

An Employer’s balance in the Employer Cash Bond Account shall be held in such Account until the Employer shall not have employed employees covered under this Agreement for at least thirty (30) days, whereupon the Employer may request return of its net balance in such Account, which request shall be granted provided that the Pension Fund Trustees believe that all payments required to be made to all Funds by said Employer have been made. However, in no event shall the refund of monies held in the Employer Cash Bond Account be construed as a waiver by the Funds, individually or collectively, of their right to collect monies due from the Employer for all time worked by, or paid to, covered employees before or after said refund.

SECTION 4 Nothing contained in this Agreement, the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection, including providing surety or cash bonds as required by the Trustees. Except to the extent that the Association and the Union may participate in the selection of the Trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union, or any Employer be liable for any action or failure to act of any Trustee.

ARTICLE XVII **REPORTING TIME**

SECTION 1 In the event that inclement weather prevents starting work at the regular start time, an employee shall be paid wages for the first two hours, provided:

- (a) that the employee reports to work at the start of the shift and remains at the job for the first two hours, and
- (b) that the employee goes to work if or when ordered by the Foreman at or before the first two hours of the shifts have lapsed, weather permitting, and
- (c) the employee has not been notified not to report by the Employer or its representative on the job site before quitting time the previous workday.

SECTION 2 In the event weather permits work starting at regular start time, but through no fault of his or her own the Iron Worker is employed

for less than four (4) hours, the employee shall be paid for four (4) hours, and if employed for more than four (4) hours but less than eight (8) hours on that day, the employee shall be paid for eight (8) hours for that day. When work is stopped after the first two hours of the shift because of inclement weather the employees shall be paid for the actual hours worked.

SECTION 3 Reporting time shall be at double the straight time hourly rate of pay on Sundays and holidays. When an employee is ordered to report to work before the established starting time on weekdays or Saturdays, the applicable overtime rate set forth in Article VIII shall apply.

ARTICLE XVIII
IRONWORKER SUPERINTENDENT
AND GENERAL FOREMAN

SECTION 1 When the Employer deems it necessary to employ an Iron Worker Superintendent or General Foreman on any project, the Iron Worker Superintendent and General Foreman shall be Iron Worker. The Iron Worker Superintendent shall issue instructions to the General Foreman and the Foreman and the General Foreman shall issue instructions to the Foreman, except in emergencies or the absence of the Iron Worker Superintendent or General Foreman or Foreman.

SECTION 2 The Iron Worker Superintendent and General Foreman shall receive straight time pay (holidays and bad weather) so long as they continue to act as Iron Worker Superintendent or General Foreman.

ARTICLE XIX
FOREMAN

SECTION 1 Where two (2) or more Iron Workers are employed, one (1) shall be selected by the Employer to act as Foreman and receive a

Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Iron Workers.

SECTION 2 Foreman's wages shall be paid to a lone employee when the job is of the nature that blue print reading or skilled supervision is necessary. There shall be no restriction on the part of the Union as to the employment of Foreman. The Employer may employ on one piece of work as many Foreman as in its judgment is necessary for the safe, expeditious and economical handling of same.

There shall be a minimum of one (1) Foreman for every eight (8) Journeymen and apprentices employed by the Employer. This ensures productivity and safety for the Employer.

SECTION 3 A Foreman shall receive straight time pay (holidays and bad weather) so long as he or she continues to act as Foreman under the same conditions for that Employer.

ARTICLE XX
IRONWORKERS REQUIRED

SECTION 1 No less than six (6) men and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power rigs of any description no less than four (4) men and a Foreman shall be employed on structural steel erection unless job conditions or circumstances do not warrant as may be agreed to by the Employer and the Union.

SECTION 2 When signals are required on power operated cranes, derricks, or Chicago Booms, for the unloading and handling of building materials on any construction site, the signal person shall be an Iron Worker.

SECTION 3 The handling and setting of stone with power equipment shall be in accordance with decision of record.

SECTION 4 In the interest of safety and productivity the process of shooting Nelson studs, or its equivalent, will require a minimum of 2 men unless there is an unusual or unique situation such as when one of the assigned employees does not report to work or cannot continue to work and the Union is notified.

ARTICLE XXI A
RIVETING GANGS

SECTION 1 Riveting gangs shall be composed of not less than four (4) men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid for such time worked before the regular starting time, in accordance with the provisions of Article VIII, Overtime and Holidays.

SECTION 2 When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreman to temporarily fill in on the gang.

ARTICLE XXI B
MATERIAL SORTING, DISTRIBUTING
AND STORAGE POINTS

The sorting, distributing and handling of all material coming under the jurisdictional claims of the Union in or about the job, or at intermediate storage points, shall be done by Iron Workers, in accordance with International regulations and official decisions.

ARTICLE XXI C
REINFORCED CONCRETE, STEEL, ROD
WORK OR WIRE MESH

SECTION 1 Iron Workers shall be employed on all work in connection with field fabrication, distributing, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, tying, assembling and erecting of all materials used to reinforce concrete construction.

SECTION 2 An Iron Worker shall be employed by the contractor responsible for the installation of rebar and/or mesh work. An Iron Worker shall also be employed by the contractor responsible for the installation of rebar and/or mesh work on concrete pours of footings, foundations, walls, columns, slabs, etc., when dowels or when extra work is involved at the time of the concrete pour.

SECTION 3 When more than two (2) Iron Workers are employed on wire mesh work one (1) shall be selected by the Employer to act as the Foreman.

A Foreman shall receive straight time pay (holidays and bad weather) so long as he or she continues to act as Foreman under the same conditions for that Employer.

ARTICLE XXI D
PRECAST, PRESTRESSED,
REINFORCED, CONCRETE
STRUCTURAL MEMBERS FOR
BUILDINGS, BRIDGES,
SEGMENTAL GIRDERS AND
OTHER STRUCTURES

Where all precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, segmental girders, filigree panels, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or

rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers.

ARTICLE XXI E
METAL SASH, GLASS, WINDOW WALL
AND CURTAIN WALL

Iron Workers shall be employed on all work in connection with field fabrication and erection of all aluminum and metal sash and on all other composite materials, glass and glass hand rails, window wall and curtain wall; and on all work in connection with field fabrication and erection of frames and sub-frames in conjunction with or independent of metal sash, window wall and curtain wall erection.

ARTICLE XXI F
LOAD BEARING LIGHT WEIGHT
STEEL FRAMING SYSTEMS

Employers may use apprentices to unload, hoist, carry to building site, erect, install and/or to assist the journeyman in the erection and/or installation of load bearing light weight steel framing systems assembled in structural steel fabricating shops.

ARTICLE XXI G
SHEETING - UNLOADING

Employers may use apprentices to unload, carry to building site and hoist corrugated or other types of sheeting to the place where journeymen or apprentice Iron Workers will install the same.

ARTICLE XXI H
DEMOLITION

Where structural steel, on buildings, bridges, and other structures including but not limited to Nuclear and Conventional Powerhouses is dismantled and demolished and power equipment (derricks, cranes, rigging, etc.) is

used in the dismantling of structural steel, the handling and loading of same shall be done by Iron Workers.

ARTICLE XXI I
ALTERATION, REPAIR, MOVING,
DISMANTLING, AND RE-ERECTION
OF BUILDINGS, BRIDGES, AND
OTHER STRUCTURES

Where structural steel, pre-cast concrete, ornamental iron and metal in buildings, bridges and other structures is altered, repaired, moved, dismantled and/or re-erected by any method or means, all work in connection therewith shall be performed by Iron Workers.

ARTICLE XXI J
EQUIPMENT, REMOVAL, PILING,
FALSE WORK RIGS, ETC.

The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers and all rigging used in the erection or dismantling of any and all steel work shall be done by Iron Workers.

ARTICLE XXI K
FINISHERS TOOLS

SECTION 1 An Iron Worker employed on ornamental work shall furnish for his or her own use all necessary hand tools to enable him to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as drills, taps, hacksaw blades, etc.

SECTION 2 The Employer shall be liable for the loss of Finishers' tools owned by each employee up to a maximum of \$350 per year if such loss is the result of fire or theft while stored in the designated locked shed or tool box on the job site provided that an inventory of such tools so stored shall have been filed with the Employer if required by the Employer. In

case of theft, the Employer shall be liable only upon evidence of forced entry.

ARTICLE XXI L
PLANKING FLOORS

SECTION 1 Working floors upon which derricks set must be covered tight with suitable planking over the entire floor except where openings are left for ladders.

SECTION 2 On buildings, bridges, or other structures erected or dismantled with mobile cranes, or by other methods, all upper areas where materials are landed for further handling shall be planked so as to provide safe working areas for the workmen.

SECTION 3 Planking, decking or nets covering a radius of at least ten (10) feet shall also be provided not more than two floors or a maximum of twenty-five (25) feet beneath all points on all buildings, bridges, and other structures while workmen are working at such points. Any Employer who abides by the federal, state or local safety regulations shall be deemed to be in compliance with this Section.

SECTION 4 Iron Workers shall install peripheral steel cables when installed to satisfy federal or state safety requirements.

ARTICLE XXI M
STIFFENING AND SUPPORTING
WORKING LOAD POINTS

Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

ARTICLE XXI N
RIDING THE LOAD OR LOAD FALLS

No Iron Worker shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.

ARTICLE XXI O
SLINGS

Steel cable will be used instead of chains or hemp slings in the handling of steel. Nylon slings may be used in handling epoxy coated steel.

ARTICLE XXI P
PROTECTION OF SIGNAL DEVICES

Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Iron Workers.

ARTICLE XXI Q
ELEVATOR SHAFT PROTECTION

No Iron Worker shall be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

ARTICLE XXI R
WELDERS AND BURNERS

SECTION 1 Any Iron Worker who is welding or burning in a dangerous location or enclosed area, especially around tanks, vessels or apparatus of a similar nature, shall have another Iron Worker with him.

SECTION 2 The Employer shall be required to furnish the following burning and welding safety equipment: eye protection, welding gloves and respirators. The employee shall be compelled to wear all such equipment.

SECTION 3 All welders and burners working on galvanized steel, painted or unpainted surfaces or other toxic metals within a confined area shall be furnished with the proper respirators and the employee shall be required to utilize such respirators.

ARTICLE XXI S
SCAFFOLDING

Suitable scaffolding shall be used in the erecting of reinforcing walls and other erect structures of reinforcing. In instances where scaffolding is not feasible, OSHA approved two (2) line lanyard safety belts - hook belts - are acceptable when placing corner bars, shear bars, wall spreaders and tying splices and diagonals on a vertical wall. No home made belts will be allowed. Any Employer who abides by the federal, state or local safety regulations shall be deemed to be in compliance with this Article.

ARTICLE XXI T
TYING WIRE

The employee will not wear loops of tying wire around his or her neck or body in the course of doing reinforcing work. The Employer shall provide wire reels for use by Iron Workers doing reinforcing work.

ARTICLE XXI U
BAR JOISTS

Bar joists shall be bolted or welded before installation of bridging.

ARTICLE XXI V
ERECTION SEATS

Erection seats and/or a similar safe bolted connection, not to be removed during the erection process, shall be provided where two members framing into opposite sides of a column web require the same bolts to secure the two members for erection. The seats shall have holes in the outstanding legs for bolting to beam bottom flanges so as to secure members separately for erection.

ARTICLE XXII
SAFETY ARTICLES

SECTION 1

(a) In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employee or to any other persons in the event that injury or accident occurs.

(b) The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health rules.

SECTION 2 The Employer shall furnish any and all safety equipment and articles that the Employer desires to put to use on the job for the safety of all employees. (This safety equipment shall be returned to him by the employee at the termination of employment.)

Every employee shall comply with the safety rules and regulations of the Employer. Failure of any employee to comply with any such safety

rule and regulation shall be just cause for immediate discharge. However, failure by an Employer in any one instance or more to discharge an employee for failure to comply with any such safety rule or regulation shall not be deemed to be a waiver thereof.

In the interest of safety of employees, it is agreed that spirals and stud shear connectors to be attached to the top surface (walking surface) of the top flange of beams and girders for the purpose of making a composite concrete and steel member shall be field attached, after erection.

Safety equipment, such as Fall Arrest systems and safety related items, shall be stored separately from tools and equipment.

SECTION 3 Any employee involved in any accident shall immediately report the accident and/or personal injuries sustained, if any, to the Employer. The Employer shall make out an accident report. Such report shall include the names of all witnesses to the accident. A copy of the accident report filled out by the Employer shall be given to the employee, and sent to the Union within one week of the day on which the accident or injury occurred if requested by the steward, the employee shall assist in preparing the accident report if and when able.

SECTION 4 An Employer who is constructing a project in conformance with OSHA standards shall conclusively be deemed to be in conformance with all the safety requirements of this Agreement.

SECTION 5 The Employer shall provide cleansing materials at the job site for the well being of the employee.

SECTION 6 The Union does not object to drug and alcohol testing that is in compliance with state law.

SECTION 7 The Employer shall have the right to limit or prohibit the use of cell phones and other electronic devices during work time.

ARTICLE XXIII **DRINKING WATER - CLOTHES ROOM**

The Employer shall furnish sanitary facilities, drinking cups and clean drinking water at all times on each job of sufficient size and length to justify the same and the Employer shall provide a comfortable shed or room for the workers to change their clothes and keep their tools. The Employer shall be responsible up to a maximum amount of \$350 for the loss of an employee's tools by fire or theft while stored after working hours, provided the inventory of such tools has been pre-filed with and approved by the Employer. In case of theft the Employer shall be liable only upon evidence of forced entry.

ARTICLE XXIV **SHIPPING WORKERS**

Employees shipped to jobs or work out of the jurisdiction of the local unions shall receive transportation, traveling time and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or if the job is not ready for them to go to work, shall be paid the regular wage rate for such time or such worker shall be shipped back to the shipping point with time and transportation paid by the Employer. When transportation from one job to another is required during work hours, it shall be furnished by the Employer, and the employee shall be returned to the original job site by quitting time, or to a point mutually agreed by both Employer and employee.

ARTICLE XXV
PICK-UP TIME

The Employer shall allow reasonable time for the employee to gather up tools and put them away before the end of the shift.

ARTICLE XXVI
COFFEE BREAK

SECTION A If employees are required to work beyond a nine (9) hour shift, there shall be an afternoon coffee period with the understanding that one Iron Worker shall be allowed to procure the refreshments and all other men shall not leave their place of work. Employees receiving the afternoon coffee break shall not be eligible for a second meal break.

SECTION B Employees shall be allowed "coffee time" once each morning at a time to be designed by the Employer, but not later than 10:00 a.m. The employees must remain at their place of work. When coffee is available at or near the job site, the Employer shall designate a single employee to obtain the coffee. There shall be a minimum loss of time, and any employee abusing this privilege on a job will lose the privilege for the remainder of the job.

ARTICLE XXVII
COMPENSATION INSURANCE

SECTION 1 The Employer must at all times provide Workers' Compensation Insurance and Unemployment Compensation Insurance, and upon the Union's request, shall furnish evidence of such coverage to the Union.

SECTION 2 All employees injured on the job shall be paid at the regular straight time rate and fringe benefit contributions for the time spent receiving medical attention on the day of the injury to a maximum of the regularly scheduled hours for that day. If a physician certifies that

said employee is unable to return to work on the day of injury, the employee shall be paid the regular straight time rate and fringe benefit contributions for the day to a maximum of the regularly scheduled hours for that day.

ARTICLE XXVIII
BUSINESS REPRESENTATIVE

SECTION 1 The Business Representative of the Union shall be permitted to visit all jobs during working hours to interview contractors, stewards, or men at work.

SECTION 2 The Business Representative shall comply with all safety rules and regulations while on the job site of the Employer.

ARTICLE XXIX
JOB STEWARD

SECTION 1 There shall be a steward on each job who shall be appointed by the Business Representative. The steward shall see that the provisions of this Agreement are complied with. In the event an Iron Worker is seriously injured or becomes seriously ill on the job, the steward shall:

(a) Endeavor to see that medical attention is furnished promptly and accompany the employee to his/her home or to a hospital as the case may require and upon request by the injured employee. If the employee is unable to report the injury to the Employer, the steward shall report the injury to the Union and the Employer promptly. A copy of all accident reports shall be forwarded to the Union office.

(b) The steward shall take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the Business

Representative, who shall attempt to adjust any matter without a stoppage of work.

(c) The job steward shall perform these duties with as little interruption to the work as is consistent with all the attendant circumstances.

(d) The job steward shall be paid for all time lost during regular working hours in the performance of these duties.

(e) The job steward shall not be unreasonably restricted from performing his/her duties.

SECTION 2 The Employer agrees that the job steward will not be discharged or transferred until after proper notification has been given to the Union and further, when employees are being laid off, the job steward will be the last man laid off, providing he is capable of performing the work in question, as determined by the Employer.

SECTION 3 Whenever there is overtime on a job, project or shop, the steward shall be a part of the working force if he/she is able to perform the work.

ARTICLE XXX **PROTECTION OF UNION PRINCIPLES**

The removal of Iron Workers from a job in order to render legal assistance to other local unions of the International Association to protect union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board of the International Association and notice thereof is first given to the Employer involved.

ARTICLE XXXI

APPRENTICESHIP AND TRAINING

SECTION 1 The parties signatory hereto agree to establish and maintain Joint Apprenticeship Committees in accordance with the provisions of the Iron Workers Apprenticeship and Training Standards, as approved by the Connecticut State Apprenticeship Council. Said committees shall formulate and operate an Apprenticeship Program in the jurisdiction of Locals 15 and 424.

SECTION 2 The Employer shall work in a cooperative manner with the Union on rotating Apprentices for training purposes and the Union and the Apprenticeship Program shall work in a cooperative manner to develop the apprentice's expertise and specialization and relationship with the Employer. The Union and the Joint Apprenticeship and Training Committee (JATC) will notify Employers of upcoming apprenticeship, training and journeyman upgrade programs and will provide Employers (upon request) copies of any certifications and licenses.

ARTICLE XXXII

GRIEVANCE PROCEDURE

SECTION 1 A grievance shall be defined as any dispute, complaint or controversy concerning the interpretation or application of this Agreement which might arise between the parties hereto, or any employee and the Employer during the term of this Agreement. The Union, the Employer or the Association may file and process a grievance as provided herein.

SECTION 2 The Association and the Union shall appoint individuals to serve as members of an Arbitration Committee within one week after the execution of this Agreement. The Committee, consisting of two members representing the Union and two members representing the Association, upon five (5) days

notice shall sit as a panel to hear all grievances which arise between the parties and which cannot be settled in earlier steps of this procedure. In no event shall the individual who brought the grievance be a member of the Committee. Failure of either party to provide representatives to sit within the time limit provided herein shall be construed as the Committee's failure to resolve the dispute for purposes of Step 3 hereinbelow.

SECTION 3 Grievances shall be processed in accordance with the following steps:

Step 1 Any dispute which shall arise between an Employer and its employees shall be considered and discussed by the Business Representative of the Union and a responsible representative of the Employer in hopes that the matter can be resolved informally. If the grievance cannot be so resolved within five (5) working days after the occurrence which shall have given rise to the grievance it shall be further considered as provided in Step 2 hereinbelow.

Step 2 Any grievance between an Employer and its employees which cannot be resolved under Step 1, or any grievance between the Association and the Union shall be considered and discussed by the Business Representative of the Union and the responsible Association representative in hopes that the matter can be resolved informally. If such grievances cannot be resolved as provided in Step 2 within fourteen (14) working days after the occurrence which shall have given rise to the dispute, the aggrieved party shall give notice to the other party of its desire that the grievance be considered by the Committee in accordance with Step 3 hereinbelow.

Step 3 The Committee shall meet within five (5) working days to consider any grievance which it is required to consider pursuant to this Article after request for such consideration has

been received by either the Union or Association parties hereto. After hearing arguments of both sides of the issue, including witnesses as might be brought by either party, the Committee shall meet in Executive Session in hopes that it can decide the grievance. If the grievance cannot be resolved by the Committee within forty-eight hours after the Committee shall have met, or is otherwise unable to settle the issue within the prescribed time period, the aggrieved party may submit the matter to the American Dispute Resolution Center, Inc. (ADRC). The Committee shall not participate but may testify in connection with contract interpretation issues. The hearing will be conducted in accordance with the Rules and Procedures of the ADRC.

The decision of the Arbitrator shall be final and binding on the parties.

If either party fails to appear at an arbitration proceeding before an impartial umpire, the umpire shall proceed ex parte.

SECTION 4 In the event an agreement is reached between the parties at Step 1, 2 or 3 of this grievance procedure, such agreement shall be final and binding on both parties.

SECTION 5 If the grievance is not submitted upon all parties for Arbitration ten (10) days after it has been determined that the Committee is unable to resolve the dispute pursuant to Step 3, the grievance shall be deemed settled in favor of the non-grieving party.

SECTION 6 Time limits set forth herein may be extended by mutual agreement, confirmed in writing, by the parties.

SECTION 7 Other provisions of this Agreement to the contrary notwithstanding, in the event a party shall fail to carry out the terms of the arbitration award within five (5) working days after such party has written, official

notifications of such award, unless the enforcement thereof shall be stayed by a Court of competent jurisdiction, then the prevailing party shall be free to take whatever action it deems necessary to secure compliance, including a work stoppage or lockout.

SECTION 8 Nothing contained herein shall require the Union to process any Union or employee grievance which in the Union's opinion is without merit. Nothing contained herein shall require the Association to process any Employer grievance which in the Association's opinion is without merit.

SECTION 9 Any and all costs arising from the processing of a grievance hereunder, excluding costs pertaining to the development and presentation of arguments by either party, shall be borne equally by the grieving and non-grieving parties.

SECTION 10 The board shall not have the power to amend, add to or alter the provisions of this Agreement.

ARTICLE XXXIII **STRIKES AND LOCKOUTS**

SECTION 1 Except as specifically provided elsewhere in this contract, there shall be no strikes, work stoppages, slowdowns, picketing or lockouts during the term of this Agreement.

SECTION 2 After forty-eight (48) hours written notice has been received by the responsible Employer and the Association, the Union may strike said Employer for willful non-payment of wages and/or fringe benefit contributions as required by this Agreement. Such strike activity may continue and the Employer shall be responsible for all costs of collection, including reasonable attorney's fees, audit fees and other costs.

SECTION 3 The parties pledge to do their best to settle their differences as quickly as possible; provided however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind a lawfully established picket line of any affiliated Union which has been authorized by the International of the Union, the General Labor Council or Building and Construction Trades Council.

SECTION 4 It shall not be cause for disciplinary action in the event an employee refuses to go through any lawful picket line established by Ironworkers Local 15 and 424.

ARTICLE XXXIV **SCOPE OF AGREEMENT**

This Agreement contains all of the provisions agreed upon by the Employer and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements not herein contained, except interpretations of decisions of the Board of Arbitration.

ARTICLE XXXV **SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein 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 XXXVI
DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2022 and, unless written notice be given by either party to the other by certified or registered mail at least four (4) months prior to such date of a desire for change therein or of terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

ARTICLE XXXVII
REFERRAL CLAUSE REFERRED TO
IN ARTICLE I, SECTION 3(b) OF
RECOGNITION

SECTION 1 The Employer shall have the right to employ directly a minimum number of key employees who may consist of a superintendent, general foreman and foreman. In addition, the Employer shall have the right to employ directly on any job in the locality in which the Employer maintains its principal place of business all employees required on such job or jobs, provided such employees are regular employees of the Employer who have been employed by the Employer fifty percent (50%) of the time during the previous twelve (12) months; and on jobs of the Employer located outside of the locality in which the Employer maintains its principal place of business, forty percent (40%) of such employees.

SECTION 2 All other employees required by the Employer shall be furnished and referred to the Employer by the Union.

SECTION 3 The Employer shall have the right to reject an applicant referred by the Local Union.

SECTION 4 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union and any such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan.

SECTION 5 The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which the applicant qualifies:

GROUP "A"

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; have previously passed a journeyman's examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, qualifying them to work as a mechanic at the trade; have been employed for a period of at least three (3) years during the last four (4) years by Employers (parties to collective bargaining agreements with the Union), and who have actually resided for the past year within the geographical area constituting the normal construction labor market.

GROUP "B"

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; have previously passed a journeyman's examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers qualifying them to work as a mechanic at the trade.

GROUP "C"

All applicants for employment who have worked at the trade as a mechanic or apprentice for the past two (2) years or more and who have for the past year actually resided within the geographical area constituting the normal construction labor market.

GROUP "D"

All applicants for employment who have worked at the trade for more than one (1) year.

SECTION 6 The Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered as available for employment.

SECTION 7 Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", then Group "C", and then Group "D". Any applicant who is rejected by the Employer shall be returned to his or her appropriate place within his or her Group and shall be referred to another Employer in accordance with the position of his or her Group

and his or her place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his or her employment has been terminated at which time he or she shall be registered at the bottom of the appropriate list under which he or she is entitled to be registered.

If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he or she is entitled to be registered.

SECTION 8 The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the register possessing such skills and abilities.

SECTION 9 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the Employer and the Union.

SECTION 10 In the event that the referral facilities maintained by the Local Union are unable to fill the requisition of an Employer for employees by the start of the next regular working day, following the day such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hiring.

SECTION 11 The Local Union, through its Examining Board, shall examine all job applicants who have not previously passed an examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers in order to

determine whether they are qualified to perform the work of the craft as a mechanic and be eligible for referral. Such examination shall be held at least every month.

SECTION 12 In the event that any job applicant is dissatisfied with his or her Group Classification or his or her order of referral in that such applicant claims that he or she was not placed in the proper Group set forth above or was not referred in the regular order as provided above or if a job applicant has failed in his or her examination to qualify as an eligible referee, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his or her complaint arose, or failure to pass his or her examination, to an Appellate Tribunal consisting of an Employer representative, a Union representative and an impartial Umpire appointed jointly by the Employer and the Union, and the decision of the Appellate Tribunal shall be final and binding.

SECTION 13 The Employers and the Local Unions shall establish and maintain a joint committee which shall have authority to make all rules and regulations necessary to carry out the above referral plan. The joint committee shall consist of two (2) members appointed by the Union and two (2) members appointed by the Employers and each side shall have the same number of votes irrespective of the number present at a meeting.

SECTION 14 The Employer and the Local Union shall make available all provisions relating to the hiring arrangements set forth in this Agreement.

SECTION 15 Referral Employee Except by prior agreement or consent of the Employer, any worker referred by the Union and hired by the Employer, shall not be referred by the Union to another Employer until such time the Employer willingly releases the employee. This excludes apprentices.

ARTICLE XXXVIII **INDUSTRY ADVANCEMENT PROGRAM**

A contribution of \$.09 per hour for each hour worked by each employee in the work covered by this Agreement shall be paid by the Employer to the Program, known as the Connecticut Ironworkers Employers Association, Inc. (CIEA) Industry Program.

Contributions for this Program shall be made on the same basis as contributions to the Pension, Extended Benefit Fund and the Apprenticeship and Training Fund. Late payments shall be subject to the same requirements and provisions for liquidated damages, attorney's and other fees, interest, and audit rules.

Contributions for this Program are to be forwarded to the Ironworkers Local 15 and Local 424 Fund office for distribution to CIEA.

ARTICLE XXXIX **AGC/CCIA BUILDING PROMOTION PROGRAM**

A contribution of \$.05 per hour for each hour worked by each employee, in the work covered by this Agreement, shall be paid to the Program, known as the AGC/CCIA Building Promotion Program.

Contributions for this Program shall be made on the same basis as contributions to the Pension, Extended Benefit Fund, Apprenticeship and Training Fund and the Industry Advancement Program. Late payments shall be subject to the same requirements and provisions for liquidated damages, attorney's and other fees, interest and audit rules.

The AGC/CCIA Building Promotion Program of AGC/CCIA Building Contractors Labor Division of Connecticut, Inc. (hereinafter referred to as the "Program") has been

established and organized to improve public relations; to improve the standards of the construction industry; to conduct education and training programs and to conduct any program for the benefit of the construction industry. The Program shall not conduct any anti-union or political activity.

Contributions for this Program are to be forwarded to the Ironworkers Local 15 and Local 424 Fund Offices for distribution to the AGC.

ARTICLE XL
IRONWORKERS POLITICAL ACTION
LEAGUE

The Employer shall deduct five cents per hour from the wages paid each employee for the Ironworker Political Action League (IPAL), provided however that the employee has authorized this deduction in writing, a copy of which shall be available to the Employer. This money shall be forwarded no later than the twenty-fifth day of the month following the month in which the work was performed or the pay was received to the Ironworkers Local 15 and Local 424 Fund Offices. The Union agrees to defend and hold the Employers harmless from any and all liability on account of these deductions.

ARTICLE XLI
DUES CHECK OFF/JOB TARGETING
PROGRAM

SECTION 1 The Employer shall deduct per hour from the wages paid each employee as Union dues (working assessments) and target fund assessments, to the extent permitted by law, a stated amount, provided however that the employee has authorized this deduction in writing, a copy of which shall be forwarded to the Employer and provided the Association and

the Employer are given 30 days of prior written notice by the union of the amount to be deducted and this amount has been properly approved by the Union. This money shall be forwarded on the same day as the Employer's pay day to the Local union offices of Ironworkers Local 15 and Local 424.

SECTION 2 The Union agrees to indemnify, defend and save the Employer and the Association harmless against any and all claims, suits or other forms of liability from the Employer's participation in or performance of the provisions of this Article.

SECTION 3 Effective July 1, 2001, the Employer's failure to deduct and remit dues and job targeting amounts by five working days after the due date shall be considered as a failure to pay wages and the provisions of Article XXXIII, Section 2 are applicable.

SECTION 4 Dues assessment and job target assessment authorization cards filled out by employees will be kept on file at the Union office. These authorizations shall be irrevocable for one year or the termination date of this agreement whichever occurs sooner and will remain in effect until revoked by notice in writing to the Union.

SECTION 5 The Union shall be solely responsible for the administration and use of the Job Targeting Program.

ARTICLE XLII
TRANSPORTATION

At plant or project locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate when said distance is one-half (½) mile or more. When transportation is required, the Employer shall transport the

employees to the point where such employees were picked up not later than 10 minutes after the end of the shift.

ARTICLE XLIII
IMPACT FUND

Effective June 30, 2018, the Employer shall contribute at the rate of five-eighths of one-percent (5/8 of 1%) of the applicable hourly journeyman wage rate for each hour worked to the Ironworkers Management Progressive Action Cooperative Trust (IMPACT).¹

The reporting, payment, frequency of payment and administration of such IMPACT contributions shall be governed under the terms of the IMPACT Trust Agreement, Policies and Resolutions. The IMPACT contributions shall be remitted to the Fund Office for Ironworkers Locals 15 and 424 in the same manner and time as the other Employer contributions described in this Agreement.

The above contributions to IMPACT shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

In addition, the Union and signatory Employers agree that by making contributions to IMPACT each of them shall effective January 1, 2009 become bound to IMPACT Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement, policies and resolutions.

¹ Under separate and independent agreement between the International Association of Bridge Structural, Ornamental and Reinforcing Ironworkers, AFL-CIO with its affiliated Locals 15 and 424: “[e]ach Outside and Regional Local Unions shall pay an International Supplemental Per Capita Tax of three-eighths of one percent (3/8 of 1%) of the applicable hourly journeymen wage for each hour worked per member per month to the Organizing Fund in accordance with provisions of Article XVI, Section 2c of the International Constitution.”

(Intentionally left blank.)

The undersigned Employer shall participate in and pay contributions to the Ironworkers Locals 15 and 424 Extended Benefit, Pension, Supplemental Pension, Annuity, and Apprenticeship and Training Funds and in accordance with the terms and conditions of the Agreement entered into by and between AGC/CCIA Building Contractors Labor Division, Inc., Connecticut Ironworkers Employers Association and Locals 15 and 424 Connecticut, of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, AFL-CIO, effective June 30, 2018 and in accordance with appropriate Agreements and Declarations of Trust.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals, and have caused this Agreement to be signed by their respective Officers or other authorized representatives in Wethersfield, Connecticut on this 13th day of Aug, 2018.

**THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS, AFL-CIO**

**AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISION OF CONNECTICUT,
INC.**

FOR LOCAL NO. 15

Business Manager - FST

By

President

FOR LOCAL NO. 424

Business Manager - FST

**CONNECTICUT IRONWORKERS
EMPLOYERS ASSOCIATION, INC.**

By

President

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS**

Approved as to form - by General Executive Board

By

(General President)

By

(General Secretary)

STANDARD AGREEMENT

of the

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

HEAVY AND HIGHWAY

Effective April 1, 2019, through March 31, 2022

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HEAVY AND HIGHWAY AGREEMENT

THIS AGREEMENT is entered into by and between the “Employer” as hereinafter defined and referred to herein as such, and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 478 and its branches, AFL-CIO, hereinafter referred to as the “Union.” The provisions of this contract shall apply to construction contracts bid on or after April 1, 2019. The relevant provisions of the 2018-2019 agreement and of project agreements will continue to apply to construction projects bid prior to that date.

PREAMBLE

SECTION 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between Employers and employees. This Agreement is intended to establish the wages, hours, and conditions of employment for employees represented by the Union and employed by Employers subject to this contract.

SECTION 2. There shall be no discrimination in the referral, hiring, placement, classification, upgrading, layoff, or termination of employment of any person by reason of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, disability including learning disability, past or present history of a mental disorder, physical disability, genetic background, or prior conviction of a crime, unless the provisions of Section 46a-60(b), 46a-80(b), or 46a-81(b), of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, reasonable accommodation to disabilities under the Americans with Disabilities Act, concerted activities, and membership or non-membership in the Union. The Union agrees to assist the Employer in the development of an Affirmative Action program as required by law. Neither party may commit the other to any Affirmative Action program affecting employees covered by this Agreement without prior agreement with the other on all phases connected with any such program. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides (1) that the Employer shall not discriminate, (2) that statutory issues are covered by this Agreement and will be arbitrated and (3) that employee(s) are waiving their right to go to an administration agency or court and further, this agreement results in the arbitration hearing being final and binding.

ARTICLE 1 **RECOGNITION**

SECTION 1. The Employer recognizes and acknowledges the Union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agent for all of the employees of such Employers who are employed by such Employers at establishments or sites of work within the scope of this Agreement. The Employer acknowledges that the Union has demonstrated that it represents a majority of its employees in the bargaining unit described herein by providing or offering to provide executed Union authorization cards. Therefore, the Employer recognizes the Union as the exclusive bargaining representative of its employees in accordance with Section 9(a) of the National Labor Relation Act.

SECTION 2. The term "Employee" as used in this Agreement shall mean any employee who performs work for the Employer within the scope of this Agreement whether employed as a regular, probationary, or

temporary employee or on a full-time or part-time basis.

SECTION 3(a) The term “Employer” as used in this Agreement shall mean any independent Employer who has executed a copy of this Agreement and any affiliated operation and/or entity.

An "affiliated operation and/or entity" shall be deemed covered by this Agreement where such operation and/or entity is commonly owned or controlled or managed, and:

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

(2) There is any use by the Employer of any material or product produced by such other operation subject to and governed by the scope and jurisdiction of this Agreement and/or entity except where the employees of such affiliate performing such work are subject to a written labor agreement with a bona fide labor organization.

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

SECTION 3(c) The term “Association” as used in this Agreement shall mean the Connecticut Construction Industries Association.

SECTION 4. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, or negotiate or bargain with them unless it is through the duly authorized representatives of the Union. There shall be no individual agreements with employees covered by this Agreement, and any such agreements or contracts shall be null and void. Employees paid on a salary basis must be paid the equivalent of the contractual rates specified in this Agreement for all hours worked in any week including overtime and contributions for fringe benefits as provided herein.

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

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

SECTION 7. It is mutually understood that in the event an Employer should be in a situation where it is forced to take over the operation of another Employer not covered by this or any other labor agreement for the purpose of salvaging any monies it might have due from that other Employer, the provisions of Article I, Section 3(a) covering other entities will not prevail.

ARTICLE 2

SCOPE OF AGREEMENT

SECTION 1. The provisions of this Agreement shall apply to all construction operations usually undertaken by the Heavy and Highway Construction Industry, including but not limited to, (1) the construction of highways of all types, heavy and utility construction of all roads, streets, alleys, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway and railroad bridges, asphalt plants on construction sites, tunnels, viaducts, pipelines of any type, shafts, sewers in trenches, foundations, earth dams, soil compaction and solidification, regardless of method used, drainage or flood control projects, reclamation projects, water power developments, transmission lines, duct lines, docks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, industrial sites or parks, marine projects; (2) settling tanks and pumping stations; (3) all work performed with floating equipment (cranes or other equipment operated from scows shall be classified as floating equipment); (4) the assembly, erection, unloading, maintenance, repair, dismantling, and loading of all equipment, vehicles, and facilities used in connection with the aforementioned construction work and services; (5) where there is a temporary garage or field shop on or near a job site which is used to repair and maintain equipment covered by this Agreement, such maintenance work shall be covered by the Heavy and Highway rates and conditions, and all temporary plant operations on job sites; (6) demolition of all structures shall likewise be covered by the Heavy and Highway Rates and Conditions; and (7) including all site clearing, grading, site utilities, and site preparation on a building site, and all excavation to grade within the building foundation line, and all work outside the building foundation line excluding the installation, operation, and dismantling of well point systems on the building site. "Excavation to grade" shall exclude excavation and backfill for piles, footings, walls, pits, or basements.

SECTION 2. If an employee at any time during the working day performs work within the scope of the Building Agreement between the Union and this Employer or the Associated General Contractors of Connecticut, the employee shall be paid the higher of the Building construction rate or the Heavy and Highway rate for the entire day.

SECTION 3. An Employer bound to this Agreement who performs Building construction work (i.e. work within a building foundation line after excavation to grade has been reached and the installation, operation, and dismantling of well point systems on the building site) shall be covered by the provisions of the Building Agreement as negotiated in 2019 between the Union and the AGC with respect to wages, hours, and working conditions. The provisions of this Agreement, other than wages, hours, and working conditions, shall continue to apply to such Employers on such work.

SECTION 4. It is mutually understood by the parties that the terms of the Surveyors Agreement between the Union and the Association or an independent survey Agreement shall apply to all Employers bound by this Heavy and Highway Agreement who perform in highway work under contract with the State of Connecticut and/or municipalities thereof.

SECTION 5. The effective dates of any wage rate and benefit contribution changes in this Agreement shall be the first Sunday of the month changes are effective. Such effective dates shall be specified in the relevant wage rates and benefit and other contribution rates provisions of the respective collective bargaining agreements. After the ratification of the new collective bargaining agreement occurs, the Employer shall pay any retroactive pay increases back to April 1, 2019 in the first pay check after ratification and the Employer shall pay any retroactive increases in benefit or other contributions back to April 1, 2019 within the time specified in Articles 9, 9A, 10, 11 and 12.

ARTICLE 3
TRADE JURISDICTION

SECTION 1(a) The Employer agrees that the Union shall be the exclusive representative of all employees performing work described in the Scope of Agreement, Article 2, of this Agreement, including, but not limited to, the following work, whether remote controlled or not, usually and customarily performed by employees represented by the Union.

SECTION 1(b) The maintenance and/or operation of all engines, boilers, machinery, and equipment including: steam, gasoline, diesel, electric, hydraulic, and compressed air, or any other type of powered equipment, stationary or portable engines utilized in general construction, pipelines, or excavation pumps (electric, gas, air, diesel, steam, or air, or otherwise powered)

Syphons

Bulldozers

Welding machines

Street rollers

Powered shovels

Backhoes

Excavators

Gradalls

Cable ways

Orange peels

Clamshell buckets

Concrete buckets

Pile drivers

Cranes of all types including overhead cranes and tower cranes

Derricks of all types, including stiff legs, guy and A-frame trucks

Mucking machines

Dinky machines

Pumpcrete machines

Power pavement breakers (self-propelled)

Payloaders

Shovel loaders

Well points

Soil compaction equipment

Cleaning vacuum (manhole and catch basin)

Sheeting piling

Pile jetting

Cryogenics

In all work usually performed by the Union within its craft jurisdiction, consistent with the past awards of the National Joint Board for the Settlement of Jurisdictional Disputes, the Employer agrees that it will assign such work only to employees covered by and working under this Agreement.

ARTICLE 4
TERRITORIAL APPLICATION

This Agreement shall apply to and be effective on all work to be performed by the Employer within the Union's jurisdiction in the State of Connecticut within the scope of employment covered by this Agreement.

ARTICLE 5
UNION SECURITY

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the first day of each month as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 8th day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

SECTION 2. Promptly upon receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be similarly discharged by the Employer. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

SECTION 3(a) When the Employer needs additional or new employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

SECTION 3(b) Preference in employment shall be given to citizens and residents of Connecticut with respect to new hiring providing they are qualified to perform the available work. A person shall not be considered a resident of Connecticut unless the person has had at least six months residency at a permanent address in Connecticut. The Employer shall keep a record of addresses of all its employees and their citizenship status. Employees who falsely inform the Union that they comply with residency requirements herein shall be subject to discharge without recourse upon written notice from the Union. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

SECTION 3(c) Notice of the Employer's needs shall be given to the Union at least forty-eight (48) hours written notice before the employees needed are to be employed. In the event of an emergency, notice shall be given as soon as the need is known and may be by telephone to the Union's office.

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

ARTICLE 6
PRE-JOB CONFERENCE AND COMPETENCY

SECTION 1(a) The Employer, who is a general contractor on a given project where Operating Engineers are to be employed, shall notify the Union, prior to commencing work on said project, for the purpose of having a pre-job conference with the Union.

SECTION 1(b) When the general contract totals \$1,000,000 or less, a telephone call to the Union office notifying them of the job will suffice as a pre-job conference.

SECTION 1(c) When the general contract exceeds \$1,000,000 the Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the equipment to be used and the job conditions involved.

SECTION 2. The Employer, who is a subcontractor on a given project where Operating Engineers are to be employed and where said subcontract is in excess of five hundred thousand dollars (\$500,000), and where Operating Engineers are to be employed, shall notify the Union, prior to commencing work on said project, and shall meet with the Union at a mutually agreeable time and place to discuss the equipment to be used and the job conditions involved unless the Union agrees to waive such a meeting.

SECTION 3. If an Employer has commenced work on a project without a pre-job conference or without notifying the Union as required by this Article, then, any other provision of this Agreement to the contrary notwithstanding, the Union, three (3) working days after written notice has been received by the Employer shall have the right to have its members on such project cease work until the Employer contacts the Union to arrange for a pre-job conference, and all such members shall be made whole for all wages and fringe benefits lost during the period of such work stoppage. It is understood that during the three (3) day notice period and during the period of any such work stoppage, the Union shall be available to conduct a pre-job conference with the Employer involved at any time.

SECTION 4. Anything to the contrary notwithstanding, the Employer and the Union may mutually agree to a system of communication whereby the Employer need not comply with any pre-job notifications or conferences otherwise required by Sections 1 and 2 above, and whereby the Union would not be permitted to take any action detailed in Section 3 of this Article.

SECTION 5(a) The referral and hiring of all employees shall be done without discrimination because of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, disability including learning disability, past or present history of a mental disorder, physical disability, genetic background, or prior conviction of a crime, unless or non-membership in the Union and all other protected classes, or membership or non-membership of the Union.

SECTION 5(b) Employees referred by the Union must be competent in the opinion of the Employer. An employee assigned to a particular piece of equipment for more than seven (7) working days shall be presumed competent for that Employer on the operation for which the employee was hired.

ARTICLE 7

BUSINESS AGENTS AND STEWARDS

SECTION 1. The Employer agrees that the Union may designate its Business Agents to inspect jobs or projects at all times. Such Business Agents shall have access to the Employer's jobs or projects during working hours for the performance of their duties, including consulting with and assisting the stewards, investigating working conditions, compliance with the terms of this Agreement, collecting dues and inspecting pay checks, and upon request, inspecting the time cards of a particular employee, providing they first report their presence on the job to the project office.

SECTION 2. The Employer recognizes the right of the Union to appoint and remove stewards from among the Employer's employees on the job or project to handle such Union business as may be delegated to them from time to time and to see that the terms of this Agreement are complied with by the Employer and employees. A steward shall not have authority to take any strike action or any other action interrupting the Employer's operation or business. There shall be no non-working stewards. The steward shall be on the general contractor's payroll when the contractor has equipment for the steward to operate, and there shall be no steward on the subcontractor's payroll. When the general contractor does not have equipment for the steward to operate, the Union may select a steward from among the employees on the subcontractor's payroll.

SECTION 3. There shall be no discrimination against any steward for the performance of his or her duties or enforcing compliance with this Agreement. The steward's duties for which the steward shall be allowed a reasonable amount of time without loss of pay are the following:

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

SECTION 4. The work to be performed by the stewards shall be agreed upon by the Employer and the Union at the Pre-job Conference. The steward shall be the last employee laid -off from the job or project, provided the steward can do the remaining available work, and will not be transferred to any other project, plant, or shop without the approval of the Business Agent. The Employer shall give the Union at least forty-eight (48) hours notice of its intention to lay off the steward in all cases.

SECTION 5. Whenever six (6) or more pieces of production equipment are being used on the project, on overtime, the steward shall perform work as part of the working force.

ARTICLE 8

PAYMENT OF WAGES

SECTION 1(a) Wages shall be paid weekly in currency, coin, by check, or by direct deposit if agreed to by both the Employer and the employee on the job where employees covered by this Agreement are employed on or before quitting time on the Employer's pay day. If the employee is discharged during the week, the employee shall be paid in full at once. When an employee who is laid off for lack of work is not paid in full at once, the employee continues to collect wages for waiting time until full payment is received. All employees shall be given an itemized statement with their pay or pay check showing their rate of pay, hours of work,

deductions made, and net pay.

SECTION 1(b) If the Employer's check is not honored by the bank upon which it is drawn, the Employer may be required to pay all employees and the various fringe benefit funds in cash or by bank check with a pay envelope giving all of the information required above.

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

SECTION 3. If the regular pay day shall be Friday, the Employer shall make provision for the employees to cash all checks on said pay day. If the pay day falls on a holiday, employees shall be paid on the last working day preceding the holiday.

SECTION 4. Failure to pay cash wages when required pursuant to Section 1(b) above, or payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of willful non-payment of wages. If, after seventy-two (72) hours written notice to the Employer and the Association, an Employer shall willfully fail to pay any wages due employees under the terms of this Agreement, then, any other provisions notwithstanding, the Union shall have the right to have the employees of that Employer cease work, and such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppage. A dispute regarding classifications and rate of wages to be paid therefore shall not be considered willful non-payment and shall be subject to arbitration.

ARTICLE 9
HEALTH BENEFITS FUND

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 3, 1951, as amended, entered into between the Connecticut Labor Relations Division of the New England Road Builders Association (the predecessor to the Association) and the Union, and each Employer, in accordance with the terms thereof, and shall pay into such Health Benefits Fund known as the International Union of Operating Engineers Local 478 Health Benefits Fund, created and administered under said Agreement and Declaration of Trust, the following per hourly contributions for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

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

SECTION 2. Payments shall be made to the Health Benefits Fund office monthly, no later than the 20th day following the month earned, at the Fund office, 1965 Dixwell Avenue, Hamden, Connecticut 06514.

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

ARTICLE 9A
ANNUITY FUND

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

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

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

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

SECTION 3. Effective January 1, 2003, the Employer agrees to deduct from employees' wages such contributions to the Local 478 Annuity Fund 401(k) as are authorized in writing by the employee and to remit such deductions at least weekly to the Fund. Such contributions shall be made from the employee's pretax earnings. The employer shall be held harmless and shall not be deemed fiduciaries under the Fund for such deductions that are remitted to the Fund.

ARTICLE 10
PENSION FUND

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 7, 1958, as amended, entered into between the Connecticut Labor Relations Division of the New England Road Builders Association (the predecessor to the Association) and the Union, and each Employer, in accordance with the terms thereof, and shall pay into such Pension Fund, known as International Union of Operating Engineers Local 478 Pension Fund, created and administered under said Agreement and Declaration of Trust the following per hour contributions for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

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

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

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

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

ARTICLE 11 **SUPPLEMENTAL UNEMPLOYMENT CONTRIBUTIONS**

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated May 13, 1951, as amended, of the International Union of Operating Engineers Local No. 478 Health Benefits Fund (which was, and is, the successor in interest of all rights and obligations of the International Union of Operating Engineers Local No. 478 Supplemental Unemployment Benefits Fund, effective on and after October 1, 2010) entered into between the Connecticut Labor Relations Division of the New England Road Builders Association, Inc. (the predecessor to the Association), and the Union, and each Employer, in accordance with the terms thereof, shall pay into such Health Benefits Fund, created and administered under said Agreement and Declaration of Trust, the following Supplemental Unemployment Benefits ("S.U.B.") contribution per hour for each payroll hour worked or paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

S.U.B. Contribution to Health Benefits Fund

Effective:	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
	\$1.10	\$1.10	\$1.10

SECTION 2. Payments shall be made to the Health Benefits Fund's administrative office on a monthly basis, not later than the 20th day following the month earned. The address of such administrative office is 1965 Dixwell Avenue, Hamden, Connecticut, 06514.

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

ARTICLE 12
APPRENTICESHIP TRAINING AND SKILL IMPROVEMENT FUND

SECTION 1. The Employer hereby accepts and agrees to the terms of the Agreement and Declaration of Trust dated December 28, 1972, as amended, and the Labor Relations Division of the Associated General Contractors of Connecticut, Inc., and the Union and each Employer, in accordance with the terms thereof, shall pay into such Apprenticeship Training and Skill Improvement Fund , created and administered under said Agreement and Declaration of Trust, the following per hourly contributions for each payroll hour paid to an employee (whether a regular, temporary, probationary, full-time or part-time employee):

	<u>4/7/19</u>	<u>4/5/20</u>	<u>4/4/21</u>
Apprenticeship	\$1.10	\$1.10	\$1.10

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

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

SECTION 3. The parties shall agree to an apprentice training program to consist of approximately six thousand (6,000) hours and to provide for apprenticeship wage rates and other details.

SECTION 4. The parties agree that the “Joint Apprentice Training Committee” shall meet to establish the appropriate guidelines for the utilization and placement of Operating Engineer apprentices in the construction industry. All signatory constructors shall be obligated to comply with the guidelines that have been promulgated by April 1, 2003.

SECTION 5. TRAINING FUND. The Employers signatory to and bound by this agreement hereby agree to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$.05 (five cents) per hour for each hour worked or paid to all employees whose compensation is covered by this agreement.

Each Employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the local union fringe benefit fund administrator, under the same terms and at the same time as the other local union fringe benefit fund contributions are made under this agreement.

Each employer signatory or otherwise bound to this agreement agrees to become party to the current Agreement and Declaration of Trust Establishing the International Union of Operating Engineers National Training Fund and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto. Each Employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training Fund, together with all actions taken by the Board of Trustees within

the scope of its authority. Each Employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

IUOE National Training Fund:

Effective: 4/7/19 4/5/20 4/4/21

\$0.05 \$0.05 \$0.05

ARTICLE 13
REGULATION OF PAYMENT TO FUNDS

SECTION 1. Contributions required under Articles 9, 9A, 10, 11, and 12 shall be made for each payroll hour worked or paid for in the jurisdiction of the Union, to the nearest half hour.

SECTION 2. When the Trustees of the Health Benefits Fund or Pension or Annuity or Supplemental Unemployment Benefit or Apprenticeship Training and Skill Improvement Funds established hereunder request the opportunity to have an independent accountant and/or auditor examine payroll records of any Employer to secure compliance with the provisions of this Agreement, upon five (5) working days written notice to the Employer from the Trustees of such Fund, such payroll records shall be made available to the accountant and/or auditor at the Employer's office. The Trustees shall have all powers with respect to the audit of appropriate payroll records. The Employer shall be required to maintain and make available such records that are necessary for the completion of payroll audits.

SECTION 3. The Employer may be required by the Union to provide a security bond to guarantee payment of at least three (3) months average contributions under Articles 9, 9a, 10, 11 and 12.

In no event, shall the bond be less than twenty-five thousand dollars (\$25,000.00). Such bond shall be deposited with the Administrator of the Health Benefits Fund as Trustee. Any such bond shall be maintained by that company until they have made timely payment of benefit contributions for a period of time not less than one (1) year.

SECTION 4. Failure by an Employer to contribute to either the Health Benefits Fund or the Pension Fund or the Annuity Fund or the Apprenticeship Training and Skill Improvement Fund or the Supplemental Unemployment Fund shall be a violation of the Agreement by that particular Employer in default. Any such violation may subject an Employer to an immediate shutdown notwithstanding other provisions of this Agreement when the Employer fails to obtain the bond or is delinquent beyond the value of the existing bond. When an Employer is seven (7) days in default, the Union shall give the Employer ten (10) days written notice of its intention to take economic action against the Employer. In the event that the Employer disputes the Union's contention that it is in default, then the Employer shall, within said ten (10) day period, so advise the Union and request arbitration. In the event that the Employer makes a request for arbitration, there shall be no strike, slowdown, or work stoppage, unless the Employer refuses to comply with the decision of the Arbitration Board as set forth herein. If no dispute is registered by the Employer in default by the expiration of the above-mentioned ten (10) day period, then the Union shall be free to take economic action against that Employer, and the employees of such Employer shall be made whole for any wages and fringe fund contributions lost as a result of such work stoppage. A delinquent Employer who does not request arbitration under this clause, or after a decision of the Arbitration Committee holding it delinquent, fails to make payment, shall be liable for all costs of collection including attorney's fees.

SECTION 5. Nothing in this Agreement, the Trust Agreements, Benefit Summary Plans, or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund named in Articles 9, 9 A, 10, 11, and 12 toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Articles 9, 9A, 10, 11, 12, and 13 above. Except to the extent that the Association and the Union may participate in the selection of Trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union, or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or cause of action brought by any individual or entity which might jeopardize the Employer's or other contributor's position that its liability is strictly limited as stated herein.

SECTION 6. The Union shall have the option to divert money from fund to fund or from wages to any of the funds provided for in this Agreement upon sixty (60) days prior written notice to the Association.

SECTION 7. It is recognized that the policies and procedures promulgated by the Trustees with regard to matters concerning the payment and collection of contributions may change. Signatory Employers hereby agree to be bound to such policies and procedures and changes set by the Trustees unless in conflict with this Agreement.

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

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

SECTION 8. Notwithstanding any other provision of this Agreement, the Union may repudiate this Agreement in the event the Employer fails to pay contractual wage rates and/or fails to make the contractual fringe benefit contributions but such action shall not relieve the Employer of any obligation incurred prior to the date of the repudiation.

ARTICLE 14
ACCESS TO JOBS, RECORDS AND TIME RECORDS

SECTION 1. A daily time record shall be maintained by the Employer for all employees.

SECTION 2(a) In the event the Union and/or an employee claim that the itemized statement the Employer is required, pursuant to this Agreement, to give each employees concerning his or her wages, hours, rate of pay, etc., is incorrect, the matter will be processed in accordance with the Grievance Procedure of this Agreement. If the matter is submitted to the Arbitration Committee, prior to the hearing, the Union may require the Arbitration Committee to request the Employer to produce at the hearing on the matter the payroll records and time cards of the employees for the week involved. If so requested by the Arbitration Committee, the Employer will be required to submit the payroll records and time cards of all the employees involved for the periods specified, to the Union for use at the hearing on the matter. If the Employer fails to comply with the request of the Arbitration Board, it shall be deemed a willful non-payment of wages under Article 8, Section 4, hereof.

SECTION 2(b) If at any such arbitration, the Board determines the employee has knowingly accepted wages from the Employer at a rate less than that specified herein, the Union may demand the discharge of such employee, and the employee may not be re-employed by the Employer within a three (3) month period. The Union shall indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

ARTICLE 15
PROTECTION OF RIGHTS

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

SECTION 2. It shall not be a violation of this agreement, and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which his or her Employer undertakes to perform for another Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of such other Employer or person involved in the labor dispute. This shall not prevent a general contractor from completing the contract of its subcontractor on the general contractor's job site.

ARTICLE 16
SAFETY

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

SECTION 2. The Employer shall make reasonable provisions for the health and safety of its employees

during their working hours, as required by applicable law and regulations.

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

SECTION 4. The Employer shall, where necessary and practicable, install devices for sun protection on pan scrapers, bulldozers or paving equipment provided such installation does not interfere with the normal operation of the machine or efficient execution of the work assignment.

SECTION 5. Any employee involved in any accident shall immediately report the accident and/or personal injuries sustained, if any, in writing to the Employer. The employee shall make out an accident report, in writing, on the forms supplied by the Employer on Company time. Such report shall include the names of all witnesses to the accident.

SECTION 6. Any employee who knowingly or on his own initiative violates any safety regulation, environmental regulation, or has his CDL license or any other required license(s) suspended or revoked, shall be subject to discharge without recourse. However, where the allegation involves a claim that the employee was directed to violate a safety or environmental regulation, such case shall be scheduled for expedited arbitration and, if such arbitration orders reinstatement with full back pay and all his contractual fringe benefits, where applicable. Employees' refusal to work because of unsafe conditions must be justified.

SECTION 7. If, while an employee is employed by an Employer hereunder, an employee is required to appear in court for the purpose of defending himself or herself because of an accident the employee may have been involved in during working hours, involving the Employer's equipment, or testifying at the request of or on behalf of the Employer, the employee shall be reimbursed in full by the Employer for all earning opportunity lost and for meals and transportation costs because of such appearances or testimony.

SECTION 8. Employers may conduct drug and alcohol testing of applicants and employees in accordance with state and federal laws.

SECTION 9. Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time.

SECTION 10. This confirms the understanding between Connecticut Construction Industries Association, Inc., and International Union of Operating Engineers Local 478 and its branches, AFL-CIO, concerning the Local 478 Members Assistance Program.

During the term of the parties' collective bargaining agreement (April 1, 2019 through March 31, 2022), the union may designate no more than 10 percent of each company's employees as Workplace Peers. Workplace peers are trained through the International Union of Operating Engineers and are a part of Local 478's Members Assistance Program which assists members in crisis when dealing with substance abuse disorders, suicide prevention and behavioral health issues. The employer agrees, upon written notice from the Business Manager of at least 14 days prior to the leave, to grant such designated employee (s) one week unpaid leave of absence without benefit contributions per year to

attend Workplace Peer Training. The company may request that the training date be rescheduled if the employee is working on a special project, or if the employer has other pressing operational needs.

ARTICLE 17

MAINTENANCE OF STANDARDS

SECTION 1(a) The Employer agrees that it will not require as a condition of employment that any employee furnish or provide a truck, other vehicular equipment, or power tools. The Employer agrees to replace an employee's tools broken in the course of performance of the employee's duties, and will replace tools lost by fire or as a result of theft from a breaking and entering if kept in a company controlled shop, and a list of tools shall have been submitted to the Employer prior to loss.

SECTION 1(b) The Employer agrees to provide insurance for employee's tools carried in a company service vehicle being used in the pursuit of his employment. Such insurance shall have a deductible of not more than one hundred dollars (\$100.00) and shall apply only to losses resulting from fire, forced entry, or acts of God. There will be no coverage for such loss if the employee was negligent or if the employee failed to submit a list of the tools carried in the company service vehicle in addition to the tools listed as in the company shop prior to the loss. The employee shall revise these lists as tools are added or eliminated.

SECTION 2(a) The Employer agrees that all conditions of employment, including those relating to wages and hours of work, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

SECTION 2(b) It is mutually understood that in the event an Employer has made or does make with an employee any consideration other than terms and conditions covered by this Agreement that are in excess of those covered by this Agreement, that same condition shall terminate whenever that employee or that particular job or the reason for making such altered condition shall terminate.

SECTION 3. If an Employer puts into use any new type of equipment (including remote equipment) or new type of attachment for which rates of pay and/or manning are not established by this Agreement or the Association Agreement, it shall notify the Union when such is being put into operation, and after the equipment and/or attachment shall have worked five (5) days, the Union and the Employer shall meet to negotiate rates of pay and/or manning of such new equipment or attachment.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

SECTION 5. Unless mutually agreed to the contrary, when a grievance is appealed to arbitration, the matter will be submitted to a panel consisting of one representative of the Association or Employer, one representative of the Union, and the neutral Arbitrator (hereinafter called the "Arbitrator") chosen from the panel provided by the Alternative Dispute Resolution Center, Inc. (ADRC) which shall administer the arbitration provisions of this collective bargaining agreement.

SECTION 6. The Arbitrator shall render his decision within thirty (30) calendar days following the conclusion of the hearing unless the parties agree otherwise. The written decision rendered by the Arbitrator shall be final and binding on the parties to this Agreement and shall be enforceable in any court of competent jurisdiction. The Arbitrator shall have no authority to modify, add to, or delete any provision of this Agreement.

SECTION 7. The costs for the Arbitrator and related arbitration hearing expenses shall be divided equally between the Union and the Employer. Each party shall, however, bear the costs associated with the presentation of their respective cases.

SECTION 8. Unless otherwise mutually agreed upon by the parties, no Arbitrator shall consider more than one (1) grievance in any one (1) arbitration proceeding unless multiple grievances are filed arising out of the same event or transaction.

SECTION 9. Unless otherwise agreed to by the Union and the Employer, there shall not be any court stenographers, reporters, verbatim shorthand, or mechanically recorded notes permitted at the arbitration hearing.

SECTION 11. At all arbitration sessions, employees shall be represented solely and exclusively by the Union. The Employer and/or Union may be represented by counsel of their choosing.

SECTION 12. Nothing contained herein shall require the Union to process any Union or Employee grievance which in its opinion would be without merit, and no employee shall have the right to arbitrate his or her grievance should the Union deem it without merit.

SECTION 13. The time limits set forth herein may be extended by written agreement between the Association and the Union.

SECTION 14. During the time that any grievances exist, the parties agree that there will be no strike, work stoppage, slowdown, picketing, or lockout, or threats thereof, but said grievances or disputes will be submitted to arbitration in accordance with this Agreement. In the event that this Section shall conflict with Article 8, Section 4, concerning willful non-payment of wages, or Article 13, Section 4, regarding failure to contribute to Health Benefits Fund or Pension or Annuity or Supplemental Unemployment or Apprenticeship Training and Skill Improvement Funds, then in that event, the provisions of this Section shall not apply. This Section also shall not apply where there is a non-compliance with an award as provided by Section 6 hereof.

SECTION 15. The Union shall not be responsible for any strike, work stoppage, slowdown, or picketing unless the same shall be authorized or ratified by its Business Manager. No Business Agent shall call or authorize any work stoppage. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walk-out, or any other cessation of work, and such employees shall not be entitled to or have any recourse to any other provision of this Agreement.

ARTICLE 19 **WORK STOPPAGES**

During the terms of this Agreement there shall be no strike, work stoppage, slowdown, picketing, or lockout, except as may be otherwise specifically provided herein:

- (a) Willful non-payment of wages as outlined in Article 8, Payment of Wages, Section 4.
- (b) Failure to comply with Article 18, Grievance and Arbitration Procedure, Section 6.
- (c) Failure to pay Health and Welfare and/or Pension and/or Annuity Fund contributions and/or Supplemental Unemployment Benefits and/or Apprenticeship Training and Skill Improvement Fund contributions in accordance with Article 13, Regulation of Payment to Funds, Section 4.

(d) Failure to comply with Article 6, Pre-job Conference and Competency, Section 3.

ARTICLE 20

ASSOCIATION MEMBERSHIP

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

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

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

SECTION 4. In the event that any Employer who is a party hereto ceases to be represented by the Association for and during the term of this Agreement, said Employer shall continue to be bound to the terms and conditions of this Agreement except that (1) the entire Article 18, Grievance and Arbitration, and all references to arbitration in the Agreement shall be deleted, and (2) the term "Association" shall be deleted and the term "Employer" substituted in lieu thereof if the context shall require.

SECTION 5. Notwithstanding Section 2, hereinabove, any Employer who joins and authorizes the Association to represent it in dealings with the Union shall immediately be covered solely by this Agreement. Any previous Agreement referring to the work covered by this Heavy and Highway Agreement which may have been in effect between said Employer and the Union, even though unexpired, shall be suspended, and all obligations accruing thereunder shall be superseded by the terms and conditions of the Association Agreement. If the Employer ceases to be represented by the Association during the term of this Agreement, all obligations accruing under this Association Agreement shall cease, and the independent agreement shall once again become effective.

ARTICLE 21

MISCELLANEOUS

SECTION 1. The Employer agrees to provide a suitable bulletin board in a conspicuous place where the employees are employed for the posting of information regarding Union matters by the Union.

SECTION 2. In the event of war, declaration of a national emergency or imposition of economic controls upon wages by any federal authority during the life of this Agreement, the parties may mutually agree to re-open this Agreement for renegotiation of matters dealing with wages, hours, or other conditions of employment.

SECTION 3. The Employer shall not permit any other Employer to use its machines or equipment on any job or project site at which the Employer is performing work, unless such machine or equipment is operated and maintained by employees covered by this Agreement or by another association CCIA or AGC agreement or an independent agreement with this Union.

SECTION 4. When an employee is injured on the job, the employee shall be paid eight (8) hours for the day of the injury.

SECTION 5. A Master Mechanic shall be employed on all jobs and projects where six (6) or more pieces of production equipment are being operated. The Master Mechanic may repair and maintain equipment. The Master Mechanic must be a member in good standing in the Union. The Master Mechanic shall not operate any equipment except in an emergency, and then for a period not longer than a reasonable time to procure an employee to perform the work involved, subject to applicable federal and state laws. The Master Mechanic shall not be a supervisor or foreman, but may give employees directions as to the work they are to perform in compliance with general orders or instructions from the job superintendent. The Master Mechanic shall be responsible for all repairs and maintenance of equipment including the assembly, erection, dismantling, loading and unloading, and moving thereto used or required on any job or project site where this agreement applies.

SECTION 6. No foreman, supervisor, or person, not a member of the bargaining unit shall be permitted to perform any work covered by this Agreement, unless specifically permitted by this Agreement.

SECTION 7. The manning of equipment set forth in this Agreement or hereafter established shall be strictly adhered to, and failure to do so shall make the Employer liable for wages and fringe benefits lost by employees who would have been entitled to such work, but no such claim shall be made for any monies due for a period exceeding thirty (30) days prior to the date of the claim.

SECTION 8. When employees are required to move equipment over the highway from a job, project, garage, or plant to another job, project, garage, or plant, they shall be provided transportation back to the starting point and shall be paid the appropriate rate until they are transported back to the starting point of the move. No employee shall be required to furnish his or her own transportation.

SECTION 9. When equipment within the scope of this Agreement is transported by trailer, it is mutually agreed that such equipment shall be loaded and/or unloaded from such trailer by employees covered by this Agreement when and if such employee(s) are present and are available to perform the loading and/or unloading.

SECTION 10. In the event that a tire dealer, who is a party to an Agreement with the Union, is not available within one (1) hour to perform work (changing of and/or repairing tires) on the project site, the Employer will be permitted to use any tire dealer who is available.

SECTION 11. Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor or subject to the terms and conditions of the Agreement including the subcontracting provision, provided, however the signatory contractor shall not be deemed to be a general contractor or subject to the terms and conditions of the Agreement or bound to the subcontracting provision of the

Agreement if said signatory contractor does not have the sole responsibility and authority to select and determine the retention of the subcontractor(s) on the job.

It is also understood that when a signatory contractor requests relief from the Agreement and this interpretation, the Union may grant such relief and will deal with the request in good faith.

SECTION 12. The Union agrees that in the event it grants more favorable terms and conditions, other than those contained in this Agreement, to any employer or association in the same business as that covered by this Agreement, the Union will extend those same terms and conditions to the parties to this Agreement. The parties agree that it shall not be a violation of the most favored nation's clause(s) when the union grants relief from the provisions of this Agreement to companies that the Union is attempting to organize.

SECTION 13. The Employer or its members may request relief from the terms of this Agreement, including wage rates, fringe contributions or other conditions, for the purpose of enabling the Employer to provide work opportunities for their employees. The Union shall decide whether such request will enhance the opportunity for employment of its members and others who may perform work under this Agreement and shall inform the Association and all other Employers bidding on the project of its decision for that particular job. Any such relief or concession made, however, shall be limited to the project for which such request was made and shall not apply to any other projects.

SECTION 14. The Union will meet with the Employer upon request at a pre-bid conference to discuss the terms and conditions of the collective bargaining agreement to be applied to that particular job or project for any employer who shall be the successful bidder on all or a part of the project on which agreement is reached.

SECTION 15. In order for the parties to meet the competitive needs of the industry, the parties may enter into agreements covering specific types of work covered by this Agreement and providing for appropriate wages, fringes, hours and working conditions that shall supersede those of this Agreement.

SECTION 16. The Employer agrees to deduct weekly five cents (\$0.05) per hour, from the gross pay of each employee covered by this Agreement who executes appropriate lawful voluntary check off authorization form(s), to the Operating Engineers Continuing Political Committee (OECPC) the amount specified in the check off authorization form signed and dated by the employee and furnished to the current employer. The deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who assigns wages by the check off authorization, unless the employee revokes the authorization in writing. The revocation must be in writing, bear the date of the employee's signature, and be delivered to the Union, and to the Employer with whom the employee is currently employed. The Employer agrees that the deduction shall be held in trust and shall be remitted to the Operating Engineers Continuing Political Committee, c/o IUOE Local 478, 1965 Dixwell Avenue, Hamden, CT 06514 at the same time and along with the Health, Pension, SUB and Annuity and Training Fund contributions. All such deductions shall be reported on one form, included in one check and sent along with all other funds provided for in this Agreement.

The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits or other forms of liability arising out of the Employer's participation in or performance of

the provisions of the Article. The Employer's liability is limited solely to make lawfully authorized deductions and to remit these deductions. The OECPC assumes full responsibility for the disposition of the monies so deducted once they have been paid to the OECPC.

SECTION 17. The Local 478 IUOE Apprenticeship Program (hereinafter called the "Apprenticeship Program") approved by the State of Connecticut and the Local 478 IUOE Training and Skill Improvement Program (hereinafter called the "Training Program") adopted by the IUOE Local 478 Apprenticeship, Training and Skill Improvement Fund (hereafter called the "Apprenticeship and Training fund") shall be available for use by the Employer and may be utilized by the Employers and their employees herein on a cooperative basis according to their needs. The Employer may refer applicants to the Apprenticeship or Trainee program(s) and such applicants shall be accepted by such program(s) if possible.

ARTICLE 22 **SUBCONTRACTING**

SECTION 1. The Employer agrees to notify the Union when and with whom the Employer has entered into a subcontract, before the work of the subcontractor commences, and shall further state the scope and approximate starting date of same, and no subcontractor shall commence work unless it is a party to an agreement with the Union covering the work to be performed.

SECTION 2. Any subcontractor on the site shall be covered by and subject to the terms of the Agreement.

The Union shall have the right to grant relief from the application of this Article 22 as follows: 1) When the terms of the construction contract to be performed by the subcontractor are specialty items; or 2) when suitable competitive union subcontractors are not available; or 3) when there are owner designated subcontractors and suppliers; and 4) when other considerations merit the granting of this relief. The granting of such relief shall not be unreasonably withheld.

Provisions of this Article 22 shall not apply: when government regulations require set asides for DBE's, MBE's or small businesses.

SECTION 3. To avoid any possibility that the hiring or rental arrangement is a device to circumvent this Agreement, the Employer agrees that it will pay the signatory owner-operator by separate checks and that the labor paid for the operation of such equipment shall be at a rate equal to that contained in this Agreement.

ARTICLE 23 **HOLIDAYS**

SECTION 1. All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay as holiday pay for the holidays listed below, or days celebrated as such, regardless

of the day of the week upon which such holiday shall fall.

New Year's Day	Good Friday	Labor Day	Independence Day
Memorial Day	Thanksgiving Day	Christmas Day	

Holidays falling on Sunday shall be observed on the following day and shall be paid for as such. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday and shall be paid for as such.

SECTION 2. No employee shall be required to work on any of the above holidays or days celebrated as such, but in the event an employee works a holiday set forth above, the employee shall be paid at the rate of double time in addition to holiday pay, for at least eight (8) hours at the applicable rate.

SECTION 3(a) To be eligible for holiday pay, an employee must work three (3) days during the work week in which the holiday falls, if scheduled, and, if scheduled, the working day before and the working day after the holiday, unless the absence is due to an illness supported by evidence satisfactory to the employer or a doctor's note.

SECTION 3(b) Any employee hired on or before December 1st and laid-off on or after December 15th shall be entitled to Christmas Day pay. Employees working under the Utility and Residential provisions of this Agreement shall be eligible for Christmas holiday pay only if they are on the payroll five (5) working days before Christmas.

SECTION 3(c) In no event shall any employee be entitled to receive pay for the same holiday from more than one Employer.

SECTION 4. If an employee is ordered out and reports for work on a holiday set forth in Section 1 above, but is not put to work, the employee shall be paid eight (8) hours pay at his or her straight time rate in addition to the straight time pay for said holiday.

ARTICLE 24

HOURS OF WORK AND WORKING CONDITIONS

SECTION 1(a) It is mutually understood and agreed upon that for all employees engaged in Heavy and Highway construction work, the work week shall commence Monday between 6:00 a.m. and 8:00 a.m. and continue until Friday p.m. inclusive. The starting time shall be decided by the Employer, but shall fall within the hours of 6:00 a.m. and 8:00 a.m., and the Employer shall notify the Union at the pre-job conference of the starting time. This Section shall not apply to tide work or work where a governmental agency's or a railroad's prohibition, limitation or restriction affects the schedule when work may be performed. The starting time shall continue for a minimum of five (5) consecutive working days and in the event of a change shall require forty- eight (48) hours notice to the employees and the Union.

SECTION 1(b) Where the Employer requires the presence of employees prior to the established starting time for the shifts, all employees reporting prior to the regular starting time shall work, or be paid until the end of the regular shift. If the work is halted by inclement weather, the employee shall be paid a minimum of eight (8) hours pay for that day.

SECTION 1(c) On projects subject to a governmental agency's, a railroad's or an owner's prohibition, limitation or restriction of the schedule when work may be performed, the following shall apply:

On jobs on which work for the week starts at 5:00 p.m or later on Sunday or starts on Monday evening, the Employer may schedule up to five working days at the straight time rate of pay, a sixth consecutive working day at time and one-half rate of pay as the sole premium and a seventh consecutive working day at double time rate of pay as the sole premium.

SECTION 1(d) Article 24 of the Heavy and Highway Agreement and other applicable provisions affecting the scheduling of the job or payment of premiums shall not apply to tide work or work where the owner, governmental agency's or a railroad's prohibition, limitation or restriction affects the schedule when work may be performed. However, employees whose shift falls predominately within the period from 6 p.m. to 6 a.m. shall receive half hour's pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

When the regular first day starts after 6 P.M. on a Sunday, no premium pay is due for this Sunday work, and when the regular last day finishes on a Saturday, no premium pay is due for this Saturday work.

After ten (10) hours work in a day, the employee shall receive the time and a half rate for hours worked.

SECTION 1(e) The use of Government Owner relief shall be a mandatory subject of discussion at the pre-job conference provided for in Article 6.

SECTION 1(f) Employees whose shift falls predominately within the period from 6:00 p.m. to 6:00 a.m. shall receive ½ hour of pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

SECTION 2(a) In the period between May 1st and November 30th employees who are working on Heavy and Highway construction work shall be guaranteed pay on a weekly basis of forty (40) hours for the regular work week, Monday through Friday, inclusive. Anything in this Agreement notwithstanding, any employee who fails to report to work during the week shall be paid the straight time rate for Saturday work up to forty (40) hours per week unless the employee's absence is due to illness supported by evidence satisfactory to the Employer or a doctors note or other personal reasons approved by the Employer. It is understood that in the event they lose one day during the regular work week because of inclement weather, they shall be paid for that day and they shall work on Saturday at straight time rate. This guarantee shall not apply where the employee is employed for a single day to replace an employee absent from work for illness or other personal reasons. In addition, this 40-hour guarantee shall not apply on the Monday immediately proceeding a Tuesday holiday and on a Friday immediately following a Thursday holiday.

SECTION 2(b) In the period between May 1st and November 30th of any year, work performed on Sunday shall be paid for at the rate of double time. Work performed on holidays or days celebrated as such shall be paid for at the rate of double time in addition to holiday pay. If employees work on Saturday of the same work week in which there is a holiday falling during the regular work week, employees shall be paid time and one- half their regular rate for such work, except that if, during the above-mentioned week, the employee also loses a day because his or her operation is shut down as a

result of inclement weather, the employee shall work on Saturday at straight time rates.

SECTION 2(c) During the period May 1st to November 30th in any year, an employee shall go to work inside a garage of the Employer when so directed, and shall receive the employee's regular rate of pay for the work involved.

SECTION 2(d) In the event that the job or project is completed or finished prior to the expiration of any guaranteed forty (40) hour week, the employee shall be paid for such hours as are actually worked but must be paid for the full day on which the job or project is completed or finished.

SECTION 2(e) Overtime hours shall not be used to accumulate as credit toward the guaranteed forty (40) hour work week. Where employees work any part of any hour on overtime, they shall be paid to the next half hour.

SECTION 2(f) All hours worked in excess of eight (8) hours in a day, or forty (40) hours in a week shall be paid at the rate of time and one-half, except as otherwise provided under this Agreement such as under the government and owner restriction, the four 10 hours shift, the market recovery provisions of this Agreement and when an employee fails to report as provided in Section 2(a). Sundays and Holidays shall be paid in accordance with other provisions of this Article.

SECTION 2(g) Notwithstanding any other provision of this Agreement, the Employer may schedule four (4) ten hour work days at straight time rates Monday through Friday. These days shall be scheduled consecutively except for a holiday week.

SECTION 3(a) In the period between December 1st and the following April 30th there shall be no guarantee of forty (40) hours pay on a weekly basis, but employees shall be paid for all hours actually worked and for hours for which pay is due hereunder. During this period, any employee who during the regular work week, Monday through Friday inclusive, is scheduled and reports for work and is in compliance with the established system of communications to handle inclement weather and other problems, shall receive four (4) hours work or pay, and any employee who works in excess of four (4) hours in any one day shall receive pay for actual time worked and shall be paid at the rate of time and one-half after eight (8) hours work in any one day, except as otherwise provided in Section 2(f) hereinabove. During this period, Saturday work will be paid at the rate of time and one-half, Sundays at the rate of double time, regardless of the number of hours worked during the regular work week.

SECTION 3(b) In the period between December 1st and April 30th of any year, the Employer and the Business Agent assigned to the job or project shall mutually develop a system of communications to handle inclement weather problems. The system may be varied from job to job. The Employer shall be solely responsible for giving the required notices under such system.

SECTION 4(a) All work done after eight (8) hours in any one day shall be paid for at the rate of time and one-half, except as provided for in Section 2(f) hereinabove. Saturday work shall be paid for at the rate of time and one-half, except as provided in Section 2(a) above; an employee directed to report for work on Saturday or Sunday shall receive a minimum of eight (8) hours reporting time at straight time rates, and if he or she works, will receive eight (8) hours pay at the applicable rate throughout the year.

SECTION 4(b) In the event that an employee who has been ordered to do so by the Employer's job

superintendent reports for work on Saturday, Sunday, and/or on a holiday or day celebrated as such, the employee shall be paid for that day at the applicable rates of pay for eight (8) hours, provided the employee, prior to leaving his or her home, has telephoned the Employer's office to verify the scheduled work. The Employer shall make available a telephone number for this purpose and shall have the telephone manned two (2) hours prior to the scheduled commencement of work. The Employer shall allow all such employees to call collect. Nothing contained herein shall be construed or interpreted to preclude the Employer from contacting its employees for the purpose of giving notice of work cancellation, if the Employer so elects, provided the Employer shall have contacted the employees before they have left their homes for the scheduled work day involved.

SECTION 5(a) The repair work during the working shift may be done by the crew on their own machines, provided they are qualified to do the repair work.

SECTION 5(b) If repair work extends beyond the end of the regular shift, there shall be no substitution of employees.

SECTION 6(a) Mechanics shall be employed to do all pipe fittings in connection with hoisting and portable equipment. Mechanics shall also be employed to do all burning and welding, preparing and maintaining of all equipment, including operation of grease rigs, maintain tampers and vibrators, cover continuous pump operations on pumps four inches (4") and under (up to five (5) pumps), including electric and/or submersible pumps; and intermittent use of compressors of 200 c.f. and less, and all such other work as by custom has been performed by Maintenance Engineers under prior agreements.

SECTION 6(b) Anything to the contrary notwithstanding, when a Master Mechanic and a Mechanic are employed on a job or project, the Employer may require the Mechanic(s) to report to work up to one (1) hour prior to the regular starting time and the Employer shall not be required to work or pay the Mechanics until the end of the regular shift.

SECTION 6(c) The duties of the Mechanic shall also include intermittent use of compressors of six hundred (600) c.f. and less when not used for drilling rock with an air track or wagon drill.

SECTION 7. Overtime work on a machine shall be assigned to the employee or employees working the regular shift on such machine. In the event the operator and/or maintenance engineer is not assigned to work on Saturday, Sunday or any holiday or day celebrated as such and the machine is operated by any person (other than a mechanic performing repairs on such machine), each of them, as well as the persons engaged in operating the machines, shall be paid for all time worked, at the applicable overtime rates, except in cases of emergency.

SECTION 8(a) A maintenance engineer may be employed on gasoline, diesel, electric, hydraulic, oil and air operated shovels, draglines, backhoes, keystones, truck cranes, crawler cranes, derricks, gradalls, concrete pavers (excluding single drum stationary machines.) His or her duties may also include assisting in the oiling, greasing, and repairing of all machinery, giving signals whenever necessary; hooking or chaining buckets, scale boxes and pipe; driving truck cranes and gradalls; operating four inch (4") and under pumps other than on continuous pumping jobs. If and when the Employer desires to use two (2) employees on a grease rig, the second employee may be a maintenance engineer. The maintenance engineer's duties may also include assisting any

mechanic/grease truck operator on the project. The failure of a maintenance engineer to report to work, when a maintenance engineer is required on the work, shall not prevent the machine from operating, provided the Employer notifies the Union of the opportunity for employment of a temporary replacement. Such replacement shall not be entitled to the guarantees contained in Section 2 hereof. Maintenance engineers shall be required (1) for the construction, installation and associated work of cross-country mainline transmission pipelines, (2) cranes that are rented, (3) cranes two hundred (200) tons or over and/or with two hundred (200) foot boom including jib, (4) powerhouses and tunnel projects over \$50 million (5) construction of water or oil tanks and (6) site preparation projects over \$20 million. Nothing in this section shall be deemed to reduce or change the jurisdiction of Operating Engineers under the terms of this Agreement. The duties of a maintenance engineer shall also include assisting the survey crew as a rodman or chainman when requested by the Employer.

SECTION 8(b) Anything to the contrary notwithstanding, if the Employer requires Maintenance Engineers to report to work up to one-half (1/2) hour prior to the regular starting time, the Employer shall not be required to work or pay the maintenance engineer until the end of the regular shift.

SECTION 8(c) Pettibones, Austin Westerns, and Groves shall be manned solely by an operator (who is to receive the rate for "Power Shovel and Crane") and shall not require the employment of a maintenance engineer. Operators of Hydraulic Pettibones, Austin Westerns, and Groves, only when no maintenance engineer is employed, will be granted one (1) hour per day to perform the greasing and/or maintenance of the machine. The conditions contained in this Section 8(c) do not apply to cranes with two (2) cabs such as a truck crane. It is also agreed that the Koehring Loader (Skooper) and other manufacturers' machines of the same type with hydraulically powered front ends shall be manned solely by an operator.

SECTION 9. Pumping operations, other than intermittent pumping, shall be performed under the following conditions:

(a) On the first shift continuous pumping with pumps four inches (4") or under shall be performed by a mechanic working on the job site, and one mechanic may cover five (5) or less four inch (4") or under pumps. If there is no mechanic on the project, then any other employee covered by this Agreement shall cover pumps up to a total of four inches (4") in diameter, but if the total diameter of such pumps for the project exceeds four inches (4") in diameter, a pump operator shall cover all such pumps as provided in (b) and below. Notwithstanding the above, when there is no mechanic on the project, the maintenance engineer on the crane may cover continuous pumping of five (5) or less four inch (4") or under pumps on the first shift at the bridge structure or box culvert to which the piece of equipment is assigned when the pumps are being used to pump water in connection with the construction of that structure.

(b) Continuous pumping with pumps over four inches (4") in diameter shall be performed by a pump operator, and each pump operator may cover up to a maximum combined diameter of twelve inches (12") within a radius of two hundred and fifty feet (250'). If the diameter of the pumps within a two hundred and fifty foot (250') radius exceeds twelve inches (12"), then an additional pump operator shall be employed.

(c) On the second and third shifts continuous pumping shall be covered by a pump operator, if no mechanic is employed on such shifts. If a mechanic is employed on such shifts, he or she shall cover

the pumping operations specified in Section 6 hereof. Where electric pumps with a diameter of four inches (4") or under are operated continuously on a second or third shift, or on Saturdays, Sundays or holidays, and no employees of the Employer represented by any other labor organization (excluding watchmen or guards) are employed on the project, there shall be no employees covered by this agreement required to cover such pumps.

(d) One (1) pump operator shall be employed at each sheet pile cofferdam in water.

(e) On all continuous pumping and/or well point operations falling within the terms of this Agreement operated on a seven (7) day per week, twenty-four (24) hour per day basis, there shall be employed the number of employees provided in this section for continuous pumping operations, and each employee shall work six (6) hours per day on each day of the week. They shall receive overtime in excess of forty (40) hours per week, in addition to any holiday pay due hereunder irrespective of any other provisions of this Agreement.

(f) Intermittent pumping operations shall be performed by any employee covered by this Agreement. Where a mechanic is not on the job, any Operating Engineer may cover five (5) pumps of four inches (4") or less diameter running continuously on any one job.

Continuous pumping with pumps over four inches (4") in diameter shall be manned as follows:

(a) One (1) pump operator shall be employed for pumps with a combined pumping capacity that does not exceed that of a twelve inch (12") diameter pump.

(b) One (1) pump operator may cover all reasonable pumping operations within a radius of one hundred and twenty five (125) feet. The subject of "reasonable" will be discussed and agreed to at the pre-job conference.

SECTION 10. Well point systems shall be fitted, installed, and dismantled, loaded and unloaded at the mechanic's rate by employees covered by this Agreement, and shall be manned at all times in the same manner as continuous pumping operations provided herein.

SECTION 11. All snowplowing operations shall be governed by the terms, conditions, and wage scale of the Plant Agreement, except that the guarantee provision thereof shall not apply.

SECTION 12. Continuous compressor operations shall be performed under the following conditions:

(a) On continuous operations of one (1) or two (2) compressors, a compressor operator shall be employed;

(b) On no less than three (3) and no more than five (5) compressors in a battery located within a reasonable distance from the first to the last compressor, not to exceed four hundred (400) feet, a compressor battery operator shall be employed. One (1) of the compressors from the battery may be located a distance greater than four hundred (400) feet from the first compressor on a temporary basis, not to exceed two (2) work days in any one (1) week, and shall be operated by the same compressor battery operator;

(c) When the battery consists of a minimum of six (6) and a maximum of twelve (12) compressors, they shall be located within a reasonable distance from the first to the last compressor, not to exceed 600 feet, a compressor battery operator shall be employed in addition to one (1) maintenance employee mechanic/ grease truck operator to maintain the equipment, including but not limited to compressors, drills, etc. One (1) of the compressors from the battery may be located a distance greater than six hundred (600) feet from the first compressor on a temporary basis not to exceed two (2) work days in any one (1) week and shall be operated by the same compressor battery operator;

(d) a compressor/vibratory hammer operator shall operate the compressor and valve. In the event of unusual or difficult job conditions the contractor may be relieved of this requirement with mutual agreement of the Union and such request shall not be unreasonably denied. In this event, the operator of the crane shall continue to be paid the pile driver premium as provided for in Attachment A.

(e) On all continuous compressor operations falling within the terms of this Agreement operated on a seven (7) day per week, twenty-four (24) hour per day basis there shall be employed the number of employees provided in this Section for such operations, and each employee shall work six (6) hours per day on each day of the week. They shall receive overtime in excess of forty (40) hours per week, in addition to any holiday pay due hereunder irrespective of any other provisions of this Agreement.

(f) Any Operating Engineer may cover a compressor or combination of compressors that run continuously and total 1200 cfm per project.

SECTION 13. SEWER AND UTILITY WORK - On the following work described in this Section 13, the provisions of Section 14 of this Article 24 shall apply:

(a) Sewer and Utility work that is let directly from a public utility or governmental body or agency and is let as an "independent contract";

(b) Sewer and Utility work on a building or heavy and highway job that is let as a subcontract from a non- Union general contractor;

(c) "Sewer and Utility work" as stated in (a) and (b) hereinabove is defined as including the construction, erection, demolition, repair, installation, and/or alteration of underground electrical cables and conduits, telephone cables, cable TV, sewers (storm, sanitary, process water-steam, chilled or derivatives thereof), septic tanks, water lines, the digging of foundations for overhead electrical transmission lines, and lateral lines emanating from a main line gas transmissions system and all work incidental thereto. Main line gas transmission systems which are part of a national gas pipe line are excluded from the definition of Sewer and Utility and are excluded from the coverage of this Agreement. The installation or alteration of main line electrical transmission systems of one (1) continuous mile or more is excluded from the definition of Sewer and Utility Work under the provisions of this Article 24, Section 13 and therefore the provisions of Article 24, Section 14 do not apply to such work;

(d) All Sewer and Utility work and all work incidental thereto on Building or Heavy and Highway jobs let as an independent contact by either water, telephone, gas, or electric companies is covered by the

terms and conditions of Section 14:

(e) "All the work incidental thereto" as stated in (c) and (d) hereinabove includes, but is not limited to, grading, paving, landscaping, pumping stations, etc., that are a part of or necessary to the completion of the contract.

SECTION 14. On all work described in Section 13 above, the following conditions shall apply:

(a) Where pumps and/or compressors are used or not used, the Employer may comply with the following provisions or with other provisions of this Agreement:

(1) Shovels, cranes, and backhoes/excavators on tracks shall be manned as follows: (a) one (1) machine - no maintenance engineer; (b) two (2) or three (3) machines – one (1) maintenance engineer; (c) four (4), five (5), six (6) machines – two (2) maintenance engineers; and (d) an additional maintenance engineer per each increment of three machines thereafter. It is understood that the first maintenance engineer will be employed on the second machine and the second maintenance engineer will be employed on the fourth machine, and so on.

(2) In all cases above, the operator and/or maintenance engineer shall perform and/or cover any other duties normally covered under this Agreement by them, including covering pumps and/or compressors.

(3) If only one (1) Operating Engineer employee is on the job and is the operator of a backhoe, crane, or shovel on tracks and there are pumps with a combined diameter of four inches (4") or less operated for four (4) hours or less on any work day, or if there is a three hundred and fifteen (315) cfm. compressor operating for four (4) hours or less on any work day, then the operator may cover the pump or compressor as part of the operator's regular duties. If the above-named pump operates in excess of four (4) hours, or the pump is in excess of four inches (4") in diameter, or where the compressor exceeds three hundred and fifteen 315 cfm., the maintenance engineer shall be employed on the first machine (in lieu of the second machine) and cover the pump or compressor, and may also cover up to three (3) machines.

(b) On any new jobs bid after the effective date of this Agreement, the minimum hourly rates in effect on the date the bids are due on a specific job shall remain in effect until the completion of that job except that any increase in fringe benefit fund contributions negotiated in this Agreement shall be payable on the effective date of said increase. On public work, the rates in the prevailing wage determination shall be used for the carryover.

(c) The Employer has the option of having the employees work four (4), ten (10) hour days in a holiday week and paying the employees at straight time rates for the four (4), ten (10) hour days, and it is understood that overtime rates will be paid after the tenth hour of work in any one (1) day and after the fortieth hour of work in one (1) week.

SECTION 15. SHIFTS

(a) In the event that the Employer has a three-shift operation, employees shall receive payment therefore in accordance with the following schedule:

1st shift - 8 hours regular rate pay for 8 hours work.
2nd shift - 8 hours regular rate pay for 7 1/2
hours work.
3rd shift - 8 hours regular rate pay for 7 hours
work.

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

1st shift - 8 hours regular rate pay for 8 hours work. Overtime at time and one-half thereafter.

2nd shift - 8 hours regular rate pay for 7 1/2 hours work. Overtime at time and one-half thereafter.

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

1st shift - 8 hours regular rate pay for 8 hours work. Overtime at time and a half for all work after 8 hours

2nd shift - 7 1/2 hours regular rate pay for 7 1/2 hours work. Overtime at time and a half for all work after 7/12 hours

(a) Night Work- Employees whose shift falls predominately within the period from 6 p.m. to 6 a.m. shall receive a half hour of pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

SECTION 16. During the period of the guaranteed forty (40) hour work week, if an operator who is operating equipment, is laid off during the work week and in that same work week, the Employer desires to use the same piece of equipment, on the same job or project, then in that event the operator who was laid off, if available for work, shall be recalled to work and paid for work opportunity lost, if any time during the week per Section 2, or in the event the person is available for work and is not recalled to work, he or she shall be made whole for the work opportunity lost, if any, during the week. In no event shall an operator be paid more than once from any source for work and/or opportunity lost.

SECTION 17. The Employer shall have full authority to manage the business and the work, direct the work force and decide all matters, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

SECTION 18. No employee covered by this Agreement shall be discharged or disciplined by the Employer unless there is just cause for said action.

SECTION 19. Vacuum trucks, Sweepers (mechanically powered and driven) and Zim Mixers may be operated and driven by employees who are subject to the terms of this Agreement or to the terms of

the agreement between CCIA and the Teamsters. If the employees are subject to the terms of this Agreement, these employees shall receive the same rate as the Batch Plant operator when they drive and operate Vacuum trucks, Sweepers (mechanically powered and driven), and Zim Mixers.

SECTION 20. If a second employee is assigned by the Employer to an auger or a pounder truck, the rate of pay of the second employee shall be equal to that of the Plant Operator.

SECTION 21. Power Safety Boat If the job specifications require the use of two (2) employees to man a power safety boat, the operator of the boat shall be a qualified operating engineer. When there are no such job specification requirements, coverage of the power safety boat shall be governed by past practice

1st shift - 8 hours regular rate pay for 8 hours work. Overtime at time and a half for all work after 8 hours

2nd shift - 7 1/2 hours regular rate pay for 7 1/2 hours work. Overtime at time and a half for all work after 7/12 hours

- (b) Night Work- Employees whose shift falls predominately within the period from 6 p.m. to 6 a.m. shall receive a half hour of pay at the applicable overtime rate, irrespective of any other provisions of this Agreement.

SECTION 22. The Laser Beam shall be set up and adjusted by foremen, supervisors and/or administrators who are not covered by a collective bargaining agreement with another trade. If the Laser Beam is not set up and adjusted by foremen, supervisors and/or administrators who are not covered by a collective bargaining agreement with another trade, it shall be set up and adjusted by employees covered by either this Agreement or the Surveyors Agreement between the Association and the Union.

SECTION 23. UTILITY AND RESIDENTIAL WORK PROVISIONS Notwithstanding any other provision of the 4/1/14-3/31/18 Agreement, it is agreed to by the parties that for the following work described in Section a herein below, solely the provisions of Section b herein below shall apply:

(a) Utility work is work let directly from a public utility as an independent contract and utility work on a building or heavy and highway job that is let as a subcontract from a non-Union general contractor and is defined as including the construction, erection, demolition, repair, installation, and/or alterations performed for public utility companies (such as: gas companies, electric companies, telephone companies, and water companies.) Main line gas transmission systems, which are part of a national pipe line, are excluded from the definition of Utility Work and are excluded from the coverage of this Agreement. Residential work includes all residential construction work and residential site construction on jobs that include garden apartments and other residential construction of four (4) or less stories. The installation or alteration of main line electrical transmission systems of one (1) continuous mile or more is excluded from the definition of Utility Work under the provisions of this

Article 24, Section 22 and therefore the provisions of Article 24, Section 22 do not apply to such work.

(b) The wages, fringe contributions, and other terms and conditions of the Heavy and Highway Agreement shall apply on all work described in Section 1 above, except that the following terms and conditions of said Heavy and Highway Agreement shall specifically not apply: Article 17, Article 21, Sections 5 and 7; and Article 23 in its entirety.

On all work described in Section 1 above, the Employer may use its sole discretion with respect to the hours and working conditions, and on any new jobs bid after the effective date of this Agreement, the minimum hourly wage rates in effect on the date the bids are due or negotiated, whichever is earlier, shall remain in effect until the completion of that job except that any increase in fringe benefit fund contributions negotiated in this Agreement shall be payable on the effective date of said increase. On public work, the rates in the prevailing wage determination shall be used for the carryover.

(c) One (1) year after the execution of this Agreement the parties to this Agreement may review the conditions of the construction industry and the effectiveness of these Utility and Residential Work Provisions and may agree to continue these Provisions or take further action and expand these Provisions for their mutual benefit. If, after one year, these Provisions are not functioning by putting people to work, the Union, at its discretion, may terminate these Provisions. If the Union terminates these Provisions as provided above, the termination shall affect only those jobs bid subsequent to the termination, and those jobs bid prior to the termination shall continue to be covered by the conditions enumerated in Section 2 until the job is completed.

ARTICLE 25 **APPRENTICES**

SECTION 1. Apprentices registered in the current or future Local 478, IUOE, apprenticeship program (hereinafter called the "program") which program has been approved by the Connecticut Apprenticeship Training Division and/or the United States Bureau of Apprenticeship Training, may be used to fulfill, and comply with, the Trainee Requirements of the Training Special Provisions of the FHWA and made a part of CONNDOT Contracts, or for any other purpose for other Federally-aided projects requiring training. It is agreed that the apprenticeship program will be operated and maintained in a non-discriminatory manner and will seek out and enroll applicants from sources anticipated to provide minorities and females for training, as well as other sources. The parties agree that the "Joint Apprentice Training Committee" shall meet to establish the appropriate guidelines for the utilization and placement of Operating Engineer apprentices in the construction industry. All signatory contractors shall be obligated to comply with the guidelines that have been promulgated by April 1, 2003.

SECTION 2. Apprentices may be referred from the Program to Employers requesting apprentices. With each group of three (3) journeymen there may be one (1) apprentice hired. However, the first apprentice shall be hired after the third journeyman, and subsequent apprentices may be the 4th, 8th, 12th person and so on.

SECTION 3. When a reduction of work force occurs, apprentices will be laid off on a 1:3 basis but need not be the first employee laid off. However, if the equipment is shut down, the apprentice shall not replace a journeyman (e.g. apprentice is a maintenance engineer on a crane and the crane goes off

the job, the apprentice will not replace a journeyman roller operator even if the apprentice has not completed his or her hours for the unit of training.)

SECTION 4. METHOD OF PAYMENT

- A. For the first 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 60% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum “operator apprentice completion rate.”
- B. For the second 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 70% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum “operator apprentice completion rate.”
- C. For the third 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 80% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum “operator apprentice completion rate.”
- D. For the fourth 1500 hour unit (operator) or 2000 hour unit (mechanic), an apprentice will receive 90% of the Classification of Front end loader (under 3 cubic yards), skid steer loader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder) . This shall be the minimum “operator apprentice completion rate.”

Apprentice Year	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Apprentice First Year	\$21.72	\$22.40	\$23.23	\$24.02
Apprentice Second Year	\$25.30	\$26.14	\$27.10	\$28.03
Apprentice Third Year	\$28.87	\$29.87	\$30.97	\$32.03
Apprentice Fourth Year	\$32.45	\$33.61	\$34.84	\$36.04

SECTION 5. All apprenticeship training shall be in accordance with the Apprenticeship Program, with particular reference to classroom requirements and instruction.

SECTION 6. The apprenticeship coordinator shall certify the status of the apprentices as either an A, B, C, or D apprentice. The Employer will pay the apprentice in accordance with the appropriate rate for that certified status.

SECTION 7. The parties agree that the “Joint Apprentice Training Committee” shall meet to establish the appropriate guidelines for the utilization and placement of Operating Engineer apprentices in the construction industry. All signatory constructors shall be obligated to comply with

the guidelines that have been promulgated.

SECTION 8. The Joint Apprentice Training Committee shall resolve disputes of any type which may arise under the Apprenticeship Program.

ARTICLE 26 **ADMINISTRATIVE DUES**

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

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

ARTICLE 27 **CONNECTICUT CONSTRUCTION** **INDUSTRY ADVANCEMENT PROGRAM**

SECTION 1. Each Employer signatory to an agreement with the Union for work covered under this Agreement, whether by authorization to the Association or by a separate individual agreement with the Union, shall pay to the Association, a third party beneficiary under this Agreement, the sum of ten cents (\$0.10) per hour for each hour worked by or paid to each of its employees covered by the term of this Agreement. This Article and the obligations and rights flowing from this Article may not be terminated or modified without the written consent of the Association after the Agreement has been executed.

SECTION 2. Payments to the Association are due and payable in the manner and form determined by the Association on or before the 10th day of the month next succeeding the month for which the sum is payable. The employer further agrees to pay all costs of collection, including reasonable attorney's fees and court costs, interest, and any other cost incurred by the Association in the collection of monies due the Association.

SECTION 3. The Union agrees to furnish the Association with the following: (a) a copy of any signed individual collective bargaining agreement and/or participation agreement and/or other acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement with any employer not represented by the Association, hereinafter referred to as the

"Independent Agreement" when the Association needs same for collection or for enforcement of this provision; and, (b) up-to-date lists, no later than monthly, of the names and addresses of all employers signatory to an Independent Agreement for the types of work covered under this Agreement.

SECTION 4. The Union agrees to propose that all the provisions contained in this Article 27, Connecticut Construction Industry Advancement Program, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association for companies covered under such Independent Agreement with any employer for work covered under this Agreement that does not include all provisions of this Article 27, it is understood and agreed that the provisions known as Article 26, Administrative Dues (in this Agreement) shall be deleted and shall be of no force or effect in that Independent Agreement, and all obligations contained in that deleted Article shall immediately cease and terminate.

SECTION 5. If the Union accepts or is a party to any Independent Agreement with any employer for work covered under this Agreement that does not include all provisions of this Article 27, it is understood and agreed that the provisions known as Article 26, Administrative Dues (in this Agreement) shall be deleted and shall be of no force or effect in that Independent Agreement, and all obligations contained in that deleted Article shall immediately cease and terminate.

SECTION 6. In consideration of the promises and obligations of employers to make contributions to the Association as provided for herein and to promote work opportunities for employers and employees working under this Agreement and in the construction industry, and in consideration of services to be directly and indirectly provided for such employers by the Association, as determined by the Association, and for the benefit of the construction industry generally, and for other good and valuable consideration (such consideration which each employer hereby acknowledges by being bound or signatory to this Agreement) each employer agrees to all of the provisions of this Article 27 and acknowledges that said contractual provisions were made for the express, direct, and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any employer for work covered under this Agreement for the term of this Agreement).

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

SECTION 8. The provisions of this Article 27 shall be solely and exclusively enforced by the Association.

ARTICLE 28
MARKET RECOVERY PROGRAM

Notwithstanding any other provisions of the April 1, 2019 - March 31, 2022, Agreement, the following shall apply:

SECTION 1. For work bid prior to April 1, 2019, the market recovery provisions of the 2018- 2019 Agreement shall apply. For all work bid on or after April 1, 2019, the terms of the Heavy and Highway Agreement shall apply, except as provided hereunder:

For all jobs of \$10 million or less, the following shall specifically not apply: Article 21; Sections 5 and 7; and Article 24 ~~in its entirety~~ with the exception of Section 1(F). This article shall not apply when the project is covered by a project labor agreement. Employees who are scheduled and report to work and are in compliance with the established system of communication to handle inclement weather and other problems, shall receive two (2) hours reporting pay.

SECTION 2. On all work bid under the market recovery provisions of the present or any prior Agreement between the parties, the Employer may use its sole discretion with respect to hours and working conditions, on any such jobs, the minimum hourly wage rates that were in effect on the date the bids were due or negotiated, whichever was earlier, shall remain in effect until the completion of that job, irrespective of the termination of the collective bargaining agreement in effect at the time the work was bid or negotiated, or of any subsequent agreement, except that any increase in fringe benefit contribution rates shall be payable on the effective date of said increase.

SECTION 3. On all work bid on and after April 1, 2019, described in Sections 1 and 2 above, the Employer may use its sole discretion with respect to the hours and working conditions, except as otherwise provided therein, and on any jobs bid on or after April 1, 2019, the following shall apply:

- (1) On projects covered by state or federal prevailing wage laws, the wage rates set forth in the wage determination in the construction contract shall continue to apply until the scheduled completion date of that job, (or the effective date of increased rates implemented by the governing agency) irrespective of the termination of this Agreement, except that any increase in fringe benefit fund contribution rates negotiated in this Agreement shall be payable on the effective date of the increase.
- (2) On projects not covered by state or federal prevailing wage laws, the minimum hourly wage rates in effect on the date the bids are due or negotiated, whichever is earlier, shall remain in effect until the scheduled completion date of that job, irrespective of the termination of this Agreement, except that any increase in fringe benefit fund contribution rates negotiated in this Agreement shall be payable on the effective date of the increase. benefits other than annuity at 2013 contribution rates on projects not to exceed the term of the contract.

(3) Overtime shall be paid after 10 hours in a day, 40 hours in a week.

SECTION 4. While performing in jobs described in Section 1, if any of the work covered in the trade jurisdiction of this Agreement is performed by employees not covered by this Agreement, the Union may immediately have that piece of equipment manned by an employee covered by this Agreement. In the event the Employer refuses to man the equipment as demanded by the Union, the Employer shall be liable for work opportunity loss (wages plus fringes) from the date of said demand. The Employer shall not have the right to Grievance and Arbitration under this section

SECTION 5. For powerhouse projects where contracts for the work are separately awarded, they will be covered by Market Recovery where applicable. However, there will only be a one year carryover and overtime after ten (10) hours per day or forty (40) hours per week will apply.

ARTICLE 29

MINIMUM WAGE RATES AND CLASSIFICATIONS

SECTION 1. With respect to prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates shall be the wage rates set forth in the wage determination in the Construction contract, which rates shall continue in effect for one year beyond the expiration of the wage rates in this agreement at the time the work starts. Should increased rates be implemented by the governing authority, those rates shall apply. With respect to non-prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates used to bid, which rates shall continue in effect for one year beyond the expiration of the wage rates in this Agreement at the time the work starts.

SECTION 2. With respect to jobs bid prior to April 1, 2019, the wage carryover rate shall be at the rate effective March 31, 2019. The wage rate for jobs bid prior to April 1, 2019, stays at March 31, 2019, rate until March 31, 2020 or when the job ends, whichever is sooner. Should increased rates be implemented by the governing authority, those rates shall apply

SECTION 3. If the Davis-Bacon Act is repealed, the parties may agree to re-open the Agreement and negotiate its terms and conditions.

SECTION 4. When employees are operating multiple pieces of equipment, they shall be paid the highest rate for the day applicable for the equipment used in productive work.

SECTION 5. The following, which is entitled "Attachment A- Minimum Wage Rates and Classifications - Heavy and Highway" are the regular minimum straight time hourly rates of pay and classifications for employees covered by this Agreement.

WHEN A CRANE OPERATOR IS OPERATING EQUIPMENT THAT REQUIRES A FULLY LICENSED CRANE OPERATOR TO OPERATE, THAT OPERATOR SHALL RECEIVE AN EXTRA PREMIUM EACH YEAR AS REFLECTED IN THE FOLLOWING ATTACHMENT A

WAGE RATES AND CLASSIFICATIONS

APRIL 1, 2019- MARCH 31, 2022 HEAVY & HIGHWAY AGREEMENT

Classifications	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)	\$43.55	\$44.97	\$46.45	\$47.88
Cranes (100 ton rated capacity and over) Bauer Drill/ Caisson	\$43.23	\$44.64	\$46.11	\$47.53
Cranes (under 100 ton rated capacity)	\$42.49	\$43.88	\$45.32	\$46.72
Front end loader (7 cubic yards or over), Work boat 26 ft. and over	\$39.55	\$40.97	\$42.45	\$43.88
Excavator over 2 cubic yards. Pile driver (\$3.00 premium when operator controls hammer)	\$39.23	\$40.64	\$42.11	\$43.53
Excavator, Gradall, Master Mechanic, Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive, power, or operation), Rubber tire Excavator, (Drott 1085 or similar) Grader Operator, Bulldozer Finegrade (slops, shaping, laser, or GPS etc.)	\$38.49	\$39.88	\$41.32	\$42.72
Lighter Derrick (10,000 pounds and over requiring license)	\$42.10	\$43.48	\$44.91	\$46.30
Trenching machines, lighter derrick (under 10,000 pounds until 2017 law change), CMI machine or similar, Koehring loader (skoooper)	\$38.10	\$39.48	\$40.91	\$42.30
Specialty Railroad Equipment, Asphalt Spreader, Asphalt Reclaiming Machine, Line Grinder, Concrete Pump, Drills with self-contained power units, Boring Machine, Post Hole Digger, Auger, Pounder, Well Digger, Milling Machine (over 24 mandrel), Side Boom, Combination hoe and loader, Directional Driller	\$37.51	\$38.87	\$40.28	\$41.65
Front end loader (3 up to 7 cubic yards), Bulldozer (Rough grade dozer)	\$37.20	\$38.55	\$39.95	\$41.31
Asphalt roller, concrete saws and cutters (ride on type), Venneer concrete cutter, Stump Grinder, Scraper, Snooper, Skidder, Milling	\$36.86	\$38.20	\$39.59	\$40.94

Machine (24 and under mandrel)				
Mechanic, grease truck operator, hydroblaster, barrier mover, power stone spreader, Welder, Work boat under 26 ft., Transfer Machine	\$36.46	\$37.79	\$39.17	\$40.51
Front end loader (under 3 cubic yards), skid steerloader regardless of attachments (Bobcat or similar), fork lift, power chipper, Landscape equipment (including hydroseeder)	\$36.03	\$37.34	\$38.71	\$40.04
Portable asphalt plant operator, Portable concrete plant operator, Portable crusher plant operator	\$35.46	\$36.76	\$38.11	\$39.42
Wellpoint operator	\$33.93	\$35.18	\$36.48	\$37.74
Conveyer, Earth roller, power pavement breaker (whiphammer), robot demolition equipment	\$33.99	\$35.24	\$36.54	\$37.81
Vibratory hammer, Ice Machine, Diesel & Air, hammers etc.	\$33.99	\$35.24	\$36.54	\$37.81
Compressor battery operator	\$33.35	\$34.58	\$35.86	\$37.11
Power Safety Boat, Vacuum truck, Zim mixer, Sweeper (Minimum for any job requiring a CDL license)	\$33.04	\$34.26	\$35.53	\$36.77
Elevator Operator, Tow Motor Operator (Solid tire no rough terrain)	\$32.21	\$33.41	\$34.66	\$35.87
Generator operator, compressor operator, pump operator, welding machine operator	\$31.80	\$32.99	\$34.23	\$35.43

Maintenance Engineer	\$31.15	\$32.32	\$33.54	\$34.72
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Railroad mounted equipment at applicable

equipment rate. The following applies to all cranes:

Crane with 150' boom up to 199 (including jib) -- \$
1.50 extra Crane with 200' boom up to 249 (including
jib) -- \$ 2.50 extra Crane with 250' boom up to 299
(including jib) -- \$ 5.00 extra Crane with 300' boom
up to 399 (including jib) -- \$ 7.00 extra Crane with
400' boom up to 499 (including jib) -- \$10.00 extra

Calculation of "boom" and "jib" pay for crane operators: The boom and jib pay shall be calculated by calculating the distance of "up and out" which is the distance from the ground to the "boom" or "jib" for "up" and the length of the working "boom" or "jib" for "out."

When crane operators operating Liebherr and Potain climbing tower cranes and Hammerhead, Luffer or similar articulating and self-erecting cranes regardless of power source, such operators shall receive climbing time of one (1) hour of pay (including the boom and jib pay as provided above) at the regular straight time hourly rate of pay for each day or partial day of work which pay shall be included in the calculation of daily and weekly overtime. Should the crane operator work through lunch, an additional one half hour of pay shall be paid.

The crane operator shall be a part of the crew during the time the crane is erected and dismantled.

On hazardous waste removal work on a site designated by a state or federal agency as a hazardous material Superfund site or on emergency response work requiring the removal of hazardous material, when an operator is engaged in the removal of hazardous material who has been trained and is certified to perform this type of work and who is required to wear level A, B or C personal protection during the performance of this work, the operator shall receive an hourly wage rate premium of \$3.00 perhour.

If during the term of this Agreement, equipment is operated which was specifically referred to in a job classification in the 2018-2019 agreement between the parties and which has been deleted from this Agreement, the rate for operating and maintaining that equipment shall be determined by referring to the job classification in the 2019-2022 agreement.

FRINGE BENEFIT FUND RATES:

Funds	4/1/18	4/7/19	4/5/20	4/4/21
Health Benefits and Insurance	\$12.50	\$12.75	\$13.00	\$13.15
Pension	\$6.70	\$7.15	\$7.40	\$7.50
Annuity	\$2.65	\$2.65	\$2.65	\$2.90
Apprenticeship Training	\$1.10	\$1.10	\$1.10	\$1.10
Industry Advancement Program	\$0.10	\$0.10	\$0.10	\$0.10
National Training Fund	\$0.05	\$0.05	\$0.05	\$0.05
Supplemental Unemployment	\$1.10	\$1.10	\$1.10	\$1.10

ARTICLE 30
TUNNEL CONSTRUCTION GENERAL CONDITIONS

The hours of work and working conditions for Heavy and Highway work shall apply to Tunnel Construction except as modified in this Article.

1. There shall be a yearly guarantee of forty (40) hours per week, work or pay.
2. Overtime will be paid for Saturday, Sunday and holidays. Employees will relieve one another at the conclusion of each shift.
3. In tunnel construction when both headings from a single shaft are being operated and tunnel mucking machine is used in each of the two (2) headings in a single shift, then only one (1) Engineer and only one (1) Mechanic shall be employed to man the two (2) Tunnel Mucking Machines. It being understood that said Employees shall oil, grease, and shall be responsible for the machines during the time said machines are not operated.

In tunnel construction, Conway and similar type Mucking Machines, Loaders Including Eimco and similar type Loaders are the jurisdiction of Local 478. A Mine Hoist and Maintenance Crew shall consist of an Engineer, Mechanic and welder. The Mechanic and welder shall perform all maintenance and repair duties relative to the Mine Hoist and in addition thereto grease and oil all muck cars at the shaft bottom, where practical and feasible.

4. Employees covered by this Agreement when actually working in shafts and Tunnels performing their work duties at the Employer's option in accordance with the following procedures:

- (a) Coordination of Working Cycle. On subway tunnel work, only when required for coordination of the shooting cycle with the operations of trains in existing structures, the lunch period shall commence within fifteen (15) minutes after the end of the fourth hour of each shift.
- (b) Swinging Lunch period. At the Employer's option and designation, the lunch period can be varied to commence not more than thirty (30) minutes before or thirty (30) minutes after the fourth (4th) hour of work. It is the explicit intent of this paragraph to enable the Employer to vary the lunch period for any employees to accommodate the work cycle and progress the work during the lunch period. When exercising this option, the Employer shall designate which if any shaft and/or tunnel section on any shift subject to this option and such designation shall not be construed to require that this option be applicable to any other shaft and/or tunnel section, or other shifts. If the above mentioned swinging lunch period is exercised by the Employer, six dollars (\$6.00) per day shall be paid to each Employee in the designated shaft including the Mine Hoist Operator and Mechanic on said hoist and/or tunnel section on the designated shift. No other Employee except as set forth above shall be paid for the swinging lunch period.

Tunnel Construction shall include any and all work operations from the collar of a designated shaft forward in any single direction to and including the furthest point of progress.

The Employer at any time shall have the right to terminate the option one (1) week after it mails notice of said termination by regular mail to the Union, and the payment of six dollars (\$6.00) shall cease one (1) week after the above notice has been mailed. The Employer shall at all times have the right to renew said option at its' sole discretion without the rendering of any notice. When not exercising this option, the Employer may proceed under all other provisions of the Agreement.

- (c) Lunch Period in the Tunnel. At the option of the Employer, in free air tunnels having a heading and/or any work point in the tunnel one thousand two hundred (1200) feet or more from the shaft where the change house is located, the lunch period shall be taken in the tunnel and each Employee who is required to have his lunch period in the tunnel will receive thirteen (\$13.00) dollars per day. The Employer shall exercise and /or cease exercising this option at its sole discretion. When this option is exercised, a suitable eating site with benches shall be provided in the tunnel. Hot coffee, milk and sugar shall be furnished.
- (d) Relieving in the Tunnel. Employees shall relieve at the heading or working points designed by the Employer. Employees shall be paid for all traveling time in tunnel excess of regular shift at the rate of time and one-half (1 and ½)
- (e) Liner Plate Premiums, Premium pay of four dollars and fourteen (\$4.14) cents per day is to be paid to those employees working in Liner Plate Tunnels only during the

excavation phase.

6. Overtime payments for Employees working through the lunch period shall be paid at the rate of time and one-half (1 and ½)
7. Only if unreasonable delays are caused by the Employer's handling of the additional materials or spoilage with the shaft hoisting equipment, the delayed Employees remaining at the bottom of the shaft beyond the normal termination hour of their shift work period shall be paid for said time at the determined overtime rate.
8. It is understood and agreed that all the employees covered hereunder shall assist with all temporary piping in tunnel construction

Tunneling Equipment Rates

Classifications	4/1/2018	4/7/2019	4/5/2020	4/4/2021
Tunnel Boring Machines*	\$39.55	\$40.97	\$42.45	\$43.88
Mine Hoist and Crane (used as mine hoist)	\$39.23	\$40.64	\$42.11	\$43.53
Tunnel Mucking Machine	\$39.23	\$40.64	\$42.11	\$43.53
Operating of Accumulator for Shield DrivenTunnels	\$39.23	\$40.64	\$42.11	\$43.53
Conveyors	\$39.23	\$40.64	\$42.11	\$43.53
Ride Upon Moles	\$39.23	\$40.64	\$42.11	\$43.53
Micro Tunnel Systems	\$37.51	\$38.87	\$40.28	\$41.65
Tunnel Maintenance Engineer	\$36.46	\$37.79	\$39.17	\$40.51

Note: * Tunnel Boring Machines- In accordance with the Memorandum of Agreement effective January 26, 2016, correction made to pay classification at highest rate

ARTICLE 31 **VALIDITY**

Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be termed for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect except as provided herein, and in such event the parties hereto may jointly agree to re-open the Agreement for the purpose of negotiating with respect to the provision of this Agreement declared unlawful.

ARTICLE 32
TERMINATION

This Agreement shall remain in full force and effect from the date the Employer executes this Agreement through March 31, 2019, and shall then renew itself from year to year thereafter unless either party to the Agreement gives written notice to the other party, at least sixty (60) days prior to said 31st day of March, 2019, or at least sixty (60) days prior to such anniversary date in any year thereafter, of its desire to terminate this Agreement and negotiate a successor Agreement. During such negotiations, this Agreement shall remain in full force and effect until negotiations are broken off or an agreement is reached.

Agreement made this 1st day of June 2018 by and between the contractors who execute this agreement hereinafter designated as the “Employer” and the International Union of Painters and Allied Trades District Council 11, hereinafter designated as the “Union” to establish Terms and Conditions upon Journeymen and Apprentices, working for the Employer.

SECTION 1 - WORK JURISDICTION

The jurisdiction of work hereinafter set forth and work rules hereto attached shall apply to the maintenance, preparation, cleaning, all blasting (abrasive, water, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroad. All ground-workers, handling of all material once it arrives on site, as well as operators of all equipment, safety and work barge/boat workers involved in the Project. All workers involved in road closures and traffic signaling. All metalizing, containment and collection of abrasive blast material, and other material in the performance of blasting and coating operations. All erection, maintenance and dismantling of scaffolding, rigging and containment on all bridge related work. All noise barrier rail, sign mounts, and all other items that require paint or coating on any road, highway, or railroad within the jurisdiction of the Union.

SECTION 2 - UNION SECURITY – DUES CHECK-OFF – POLITICAL ACTION FUND

- A. All present employees who are members of the District Council on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the District Council in good standing as a condition of employment. All present employees who are not members of the District Council and all employees who are hired hereinafter shall become and remain members in good standing of the District Council as a condition of employment on and after the 8th day following the effective date of this Agreement or the date of their employment, whichever is the later.
- B. Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her referral hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- C. A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

- D. The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Signatory Employers”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.”
- E. Dues check-off shall be deducted from all employees at the rate specified in the District Council 11 Bylaws and paid to District Council 11 in accordance with the District Council Working Agreement.
- F. Political Action Fund shall be deducted from all employees’ wages at a rate of five cents (\$.05) per hour worked or at such other rate as adopted by the District Council.

SECTION 3 – JOINT TRADE BOARD

- A. The parties hereto agree that during the term of this Agreement, there shall be a standing Joint Trade Board. It shall be composed of two representatives of the individual contractors signatory to this Agreement and two representatives of District Council 11, one member from each group to be elected as Chairman and one as Secretary. Each member of the Board, including the Chairman and Secretary, shall have one (1) vote on all matters.
- B. The allegedly aggrieved party shall forward by mail his written complaint of a violation of this Agreement to both the Chairman and Secretary of the District Council 11 Bridge Agreement Joint Trade Board at 79 Bradley Street, Middletown, CT 06457.
- C. It will then be the duty of the Chairman and the Secretary to arrange for a meeting of the Joint Trade Board. If the aggrieved party signs an “emergency” status to his complaint, then the Chairman and Secretary of the Joint Trade Board must arrange a meeting of the Board within forty-eight (48) hours of receipt of the complaint. The decision of the Joint Trade Board on the alleged violation shall be mailed to the complaining party and any adversary in the matter within forty-eight (48) hours following the meeting. If the aggrieved party does not assign an “emergency” status to his written complaint, then the Chairman and Secretary of the Joint Trade Board may arrange for a meeting of the Board within a reasonable time after receiving notice of the complaint, and the Board shall further notify the complaining party and his adversary in the matter within forty-eight (48) hours of reaching their decision. If a representative of the Board is involved in any dispute submitted to the Board for its consideration, he then shall be replaced by an alternate to be designated as set forth in Paragraph A.

- D. The Joint Trade Board, by a majority vote of all its members, may decide matters or disputes submitted hereunder which involve the interpretation, application or adherence to the terms of this Agreement, and such decision and the remedy, award, or penalty set by the Board shall be binding on the parties to such matter or dispute. All members of the Joint Trade Board, or a qualified alternate representative, shall be compelled to sit on disputes submitted hereunder.
- E. The Joint Trade Board has the authority to take action for the improvements of the trade.
- F. In all hearings conducted by the Joint Trade Board, the necessary expenses incidental thereto pertaining to investigations, research work, court reporters or other stenographic services, transcript of testimony, if required, shall be paid in equal shares by the Union Painting Contractors and the Union. In the event the Joint Trade Board cannot agree on a decision within the time allowed by Paragraph C of this Agreement, the complaint in question including any dispute or interpretation and application of this Agreement shall be referred to the National Joint Trade Board.
- G. Before resorting to any other action, proceeding or remedy, any party shall appeal to the National Joint Trade Board with respect to any dispute or issue, or from any determination reached by the Joint Trade Board or in such issue or matter where the Joint Trade Board has reached an impasse. Such appeal shall be taken within thirty (30) days following the decision or date of impasse of the Joint Trade Board. The decision of the National Joint Trade Board shall be final and binding upon all parties concerned.
- H. During the pendency of any dispute before the Joint Trade Board, where a patent violation of the Agreement is claimed, any work involved in said patent violation shall not be carried on.
- I. With the exception of sub-section G. above in the event the matter shall be appealed to the National Joint Trade Board and until a decision is filed, there shall be no cessation of work, slowdown, or any other type or description of work stoppage and there also shall be no lockout.
- J. The Board or any of its members shall have the power to require the production before it of such records and witnesses as it may determine to be proper and necessary to enable it to arrive at a decision on any matter which is the subject of a complaint or inquiry. The Board shall also have the power, in the event of violation of any of the provisions of this Agreement or the attached Working Rules, but only after due notice and hearing, to impose such penalty upon any of the parties to the dispute as will tend to prevent the recurrence of such violation.

The parties agree that in the event the Board imposes a fine for any violation of this Agreement or the Working Rules, which fine will be as set forth below, and said fine is not paid within seven (7) days of notice of said fine, the Union may stop all work of the Employer involved until such time as the fine is paid. It is agreed that in cases of fines

against an Employer the bond posted by such Employer shall be called in the event the fine is not paid within twenty-four (24) hours of the stoppage of work.

The schedule of fines which shall be in effect for the duration of this Trade Agreement, or until such time as amended by the Joint Trade Board, will not be less than the following:

<u>Violation: No Job Registration</u>	
1 st Offense	\$1,000.00
2 nd Offense	\$3,500.00
3 rd Offense	\$7,000.00

Subsequent offense amounts shall be established by the Joint Trade Board.

SECTION 4 – FRINGE BENEFIT BOND

Any employer who does not have a history of timely remittals of fringe benefit contributions and/or payroll deductions shall be required to post a cash bond or other acceptable forms of security equal to one month's fringe benefit and payroll contributions (number of employees employed by the employer on the peak day of employment times 40 hours per week times 4-1/3 weeks)

SECTION 5 – NOTICE REQUIREMENT

Reasonable advance notice (but not less than forty-eight [48] hours) shall be given by the Employer to the Local Union before starting any work.

SECTION 6 – SUBCONTRACTING

There shall be no subcontracting of work by the Employer to any member of the Union or to any contractor not having a collective bargaining agreement with a Local Union or District Council of the International Union of Painters and Allied Trades.

SECTION 7 – PRIMARY PICKET LINES

Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

SECTION 8 – NON-DISCRIMINATION

Neither the Union nor the Employer shall discriminate against any employee or applicant because of race, color, creed, sex, national origin, or membership or non-membership in the Union.

SECTION 9 - FOREMEN

- A. The foreman shall be the representative of the Employer for all work covered under this Agreement. There shall be at least one foreman for each twelve (12) Journeymen. The foreman's rate shall be 10% above the highest CBA rate for the guys in the crew.
- B. On all jobs where rigging is required, the foreman must be a Journeyman steel painter who has worked at the trade for the past three years and has become knowledgeable on all applicable State and Federal Safety and Health Regulations for Construction as applicable to bridges.

SECTION 10 – HOURS OF WORK, SHIFT DIFFERENTIAL & OVERTIME

- A. Normal working hours paid at the straight time rate: Eight (8) hours between the hours of 8:00 a.m. and 11:50 a.m. and between 12:30 p.m. and 4:15 p.m. Monday through Friday.
- B. Makeup Days: For the purpose of making up time lost due to inclement weather, Saturday shall be considered a makeup day at straight time rates.
- C. Overtime shall be paid at the rate of one and one-half times the straight time rate of pay on Monday through Saturday (except holidays). In Connecticut, overtime shall be paid after forty hours worked in one week and for all hours worked on Sunday. In Rhode Island, as per State Statute, overtime shall be paid after 40 hours worked in one week, or after 8 hours worked in any one day, and for all hours worked on Sunday.
- D. Double time shall be paid for all work performed on the following holidays: When working in Connecticut; New Year's Day, Good Friday, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day. When working in Rhode Island: New Year's Day, Presidents Day, Memorial Day, Fourth of July, Victory Day, Thanksgiving Day, Christmas Day. In any location, no work shall be performed on Labor Day. Holidays shall be celebrated as designated by the State or Federal government. No work shall be performed on Saturdays, Sundays, and holidays without first notifying the District Council/Local Union office where the work is being performed. This shall not conflict with (B) of this Section.
- E. Shift Differential: If a first shift is worked, a \$2.00 premium will be paid for the second shift. If a first or second shift is worked, a \$3.00 premium will be paid for the third shift.

SECTION 11 – INCLEMENT WEATHER

- A. If a man is not called before 6:45 a.m. or not informed the night before and reports to work on time and is not put to work because of weather conditions, he shall receive two (2) hours pay for travel expenses. In addition to travel expenses, if the man is not immediately put to work, but is directed to stay and wait for a period of time prior to starting work, he shall be put on the clock immediately and be paid for such waiting time, at the regular wage and benefit rates as called for in this Agreement.
- B. If a person is ordered to report to work, and through no fault of his own is not put to work due to weather, he shall receive three (3) hours pay.
- C. In the event that weather conditions will not allow work to start at 8:00 a.m., the eight (8) hour day may start at the commencement of work. In no event shall the commencement of work be delayed beyond 10:00 a.m. (or more than two (2) hours from the commencement of either the second or third shift), at which time those employees who remain shall be paid at their hourly rate.
- D. The hourly rates of pay for Journeymen Painters covered by this Agreement are as contained in Section 16 of this Agreement. Any variation to these rates shall be paid in accordance with the appropriate State Statute.

SECTION 12 – PAYMENT OF WAGES

- A. Employees shall be paid weekly on the job during regular working hours on a regular payday designated by the Employer, but no more than two (2) days will be held back. Employers may pay by check, only if said check is drawn on a bank within the geographic jurisdiction of District Council 11; otherwise, and/or in the event an Employer's check does not clear due to insufficient funds, said Employer shall make all payments in cash.
- B. If the men are not put to work on a normal payday due to weather or other legitimate causes and are required to wait for their pay beyond 12:00 noon, they shall be paid two (2) hours regular pay on their next payday. In the event that an employee is not present on such regular payday, then the Employer has the option of paying said employee at a later date without penalty of any kind.
- C. Workmen who quit work shall wait for their pay until the next regular payday. Workers laid off shall be paid in full on the job immediately at the time of the layoff. If a worker is laid off and not paid, the worker shall receive one (1) hour additional pay at straight time.
- D. There will be an emergency status discharge: substance abuse during working hours; willful misconduct. The Employer has the right to pay the discharged worker on the following workday prior to the commencement of work at the job site.

- E. Journeymen laid off shall be paid a full day's pay if laid off during the day. Employees consuming liquor on the job during working hours, or reporting in an intoxicated condition shall be discharged and paid up to the time of discharge. Employees leaving the job without permission from the foreman shall be discharged and paid to the time of discharge. In each instance, the fact should first be verified by the foreman and Steward, preferably, or any other witness.
- F. All employees covered hereby shall be paid hourly rates. It is the intention, however, that employees must be kept through each regular work day of employment, except at the start and finish of a job or when prevented by weather conditions or other circumstances beyond the control of the Employers and employees.

SECTION 13 - UNION REPRESENTATION

- A. Any District Council 11 Representative shall have the right of visitation to all projects on which the Employer employs or intends to employ members of the Union.
- B. A Job Steward or other representative of the Union shall be designated for each job by the Business Manager/Secretary-Treasurer and/or his designee. The Union reserves the right to designate more than one Job Steward on large jobs. He must be a competent workman and must conduct his activities on behalf of the Union so as not to interfere with his own work, with the exception of any and all grievances that are job related, which will be resolved by the Job Steward and/or District Council Representative on company time. Stewards shall be paid \$2.00 per hour above scale. He shall remain throughout the job unless removed by the Business Manager/Secretary-Treasurer and/or his designee or Joint Trade Board. No Steward shall be assigned work in an area where he is unable to observe job conditions affecting safety. The Job Steward shall have the right to inspect an employee's pay check or stub for the purpose of ascertaining proper payment under this Agreement.

SECTION 14 – WORK RULES

- A. The Employer shall furnish fresh drinking water during working hours and shall supply a standard-type commercial sanitary water container manufactured for that purpose which dispenses water through a spigot and also paper cups in a commercial cup dispenser. The men are to be provided with a suitable water-tight place in which to change their clothes.
- B. Sanitary toilet facilities shall be available on all jobs. Heated dress areas shall be provided during the winter period.
- C. Employees will be allowed a mid-morning and mid-afternoon coffee break. Coffee break shall not exceed more than ten (10) minutes after they receive their coffee.

- D. The Employer shall furnish a sufficient supply of waterless soap and clean rags to provide adequate facilities for clean washings. Ten (10) minutes shall be allowed for washing at the lunch period and fifteen (15) minutes at quitting time, except that spraymen shall have reasonable amount of company time for this clean up.
- E. Employers and employees shall comply with all applicable laws and governmental rules and regulations relating to health and safety of employees. All applicable State and Federal Safety and Health Regulations shall guide the Employer for Construction as applicable to this Agreement's scope of work. Employers shall provide adequate safety equipment and first aid kit. The names, addresses, and telephone numbers of the nearest EMT's/personnel available for first aid shall be posted on all jobs.
- F. The Employer shall establish a written hazard communication program in accordance with the Federal Hazard Communication Standard (29 CFR 1910 1200). Employers shall establish and maintain a medical surveillance program to monitor the exposure of all employees to lead during paint removal operations in accordance with all present Local, State, and Federal regulations.
- G. The labeling of original containers of material shall clearly state ingredients therein and/or applicable Federal or State specification number.
- H. No material containing benzol or other injurious ingredients shall be used unless (1) as per specification; or (2) the proper safety equipment is provided by the contractor.
- I. It shall be the duty of the Foreman, with the cooperation of the Job Steward and/or District Council Representative, and Employer, to enforce the use of safety harnesses and/or safety nets as outlined in OSHA, Section 1926 Subpart-M and its appendices. Any worker refusing to wear and/or use any safety equipment shall be immediately discharged.
- J. Where scaffolds/swing stage are used, a minimum of two (2) men must be on the scaffold/swing stage at all times.
- K. Adequate breaks for fresh air shall be allowed to men working in unventilated areas.
- L. Safety net protection shall be in conformance with all State and Federal laws and regulations. When required by State or Federal laws or regulations, the Employer shall furnish a boat in the water containing all safety features necessary for rescue. The qualified boatman is to be provided by the Contractor.
- M. No member shall be permitted to work with more than a five (5) gallon pot.
- N. The name and address of the Employer shall appear on each pay envelope by the Employer. No employee covered by this Agreement shall be permitted to work for any Employer who does not give each employee a weekly receipt of federal social security

withholding tax deductions. Any Employer who does not comply with this shall forfeit his right to hire men from the Union.

- O. When a man is sent to a job by the Employer that requires him to remain overnight, he shall be paid or furnished reasonable room expense and \$35.00 per diem, and it shall be paid for all days away from home regardless of weather or other job site conditions prohibiting work.
- P. No employee covered by this Agreement shall be permitted to work for any Employer who does not carry Workmen's Compensation Insurance. The Employer will submit a certificate of such insurance to District Council 11 at the time he signs this Agreement, and at a time of renewal of such insurance, the Employer must submit a new certificate.
- Q. No employee covered by this Agreement shall be permitted to work for any Employer who does not pay the necessary contributions to have his Employer come within the applicable unemployment laws. If an Employer does not come within the coverage of the law, he shall voluntarily enter the law as provided in the law. All Employers shall submit to the District Council their state unemployment insurance account number prior to signing this Agreement.
- R. No employee shall be assigned a task within a containment where he is not visible by a co-worker.

SECTION 15 – OUT OF AREA WORK CLAUSE

- A. The Contractor or Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the men employed on such work from the residents of the area where the work is being performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed from the Contractor's home area.
- B. When an Employer or Contractor from an area outside the geographical jurisdiction of the District Council 11 Bridge Agreement is engaged to work within the geographical jurisdiction of the District Council 11 Bridge Agreement, he shall employ not less than fifty percent (50%) of the men employed on such work from among the residents of the area where the work is being performed. Any others shall be employed only from the Employer's home area.
- C. A contractor whose office and principal place of business is located outside the geographical territory of the Union must be signatory to a home locality before signing the District Council 11 Bridge Agreement.
- D. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of

the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in – either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

SECTION 16 – WAGES AND FRINGE BENEFITS

- A. The straight time hourly rates of pay for Journeymen Painters covered by this agreement are set forth below. Any variation to these rates shall be paid in accordance with the appropriate State Statute.

TOTAL PACKAGE

	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>	<u>6/1/21</u>
Journeymen Brush, Roller, Blasting (Abrasive, Water, etc.), and Spray	\$71.80	\$73.80	\$75.80	\$77.90

- B. Apprenticeship contributions shall be paid to the District Council at the rates specified in District Council 11’s Construction Agreement.
- C. The District Council FTISNE shall consent to contribute ten cents (\$.10) per hour of the hourly contribution made to the District Council 11 FTISNE as per Section 227 of the General Constitution.
- D. Commencing as of the effective date of this Agreement, and up until May 31, 2020, and any renewals or extension thereof, the Employer agrees to make a contribution to the Bridge Painting Industry Advancement Fund in the amount of sixty cents (\$.60) for each

hour or portion thereof for which an employee receives pay under this Agreement. Effective June 1, 2021, the Employer shall make a contribution at the rate of seventy cents (\$.70) in the same manner as prescribed above for the remainder of the Agreement.

- E. For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement shall be counted as hours for which contributions are payable.
- F. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classifications covered by this Agreement. This includes but is not limited to apprentices, helpers, trainees, and probationary employees.
- G. The Employer and Union signatory to this Agreement agree to be bound by and to the Agreements and Declarations of Trust, as amended from time to time, establishing the Fund.
- H. The Employer hereby irrevocably designates as its representatives on the Boards of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors.
- I. The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.
- J. All contributions shall be made at such times and in such a manner the Trustees require, and the Trustees may at any time conduct an audit in accordance with the Agreements and Declarations of Trust.
- K. If an Employer fails to make contributions to the Funds within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

- L. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of fifteen cents (\$.15) to the District Council 11 Labor Management Cooperation Initiative, LMCI. The DC11LMCI shall consent to contribute ten cents (\$.10) per hour of the hourly contribution made to the DC11LMCI as per Section 228 of the General Constitution.
- M. For each hour or portion thereof, for which an employee receives pay while working in Connecticut, the Employer shall make a contribution of ten cents (\$.10) to the Foundation for Fair Contracting, FFC. For each hour or portion thereof, for which an employee receives pay while working in Rhode Island, the Employer shall make a contribution of ten cents (\$.10) to the L.M.P.F.
- N. All other fringe benefits shall be paid to the District Council 11 Trust Funds in accordance with the terms and at the rates specified in District Council 11's Construction Working Agreement.

Apprentice Rates

Apprentice rates will be as set forth in District Council 11's Apprenticeship Standards.

Ratio of Apprentices

Apprentice ratios will be as set forth in District Council 11's Apprenticeship Standards.

- O. Every employer who employs three (3) or more Journeyman shall employ at least one (1) apprentice. The FTISNE Joint Committee will establish the ratio and maximum number apprentices per employer in addition to the above.
- P. A program shall be offered by the Finishing Trades Institute of Southern New England, (FTISNE), for advanced or upgraded training for all journeypersons working under this Agreement. Journeypersons shall be required to take any and all such courses as mandated to meet the requirements to work on such projects as required by OSHA, or any other Health & Safety Standard. Each course will count as credit toward the STAR Training requirements and shall be included in the annual notification mailing. Failure to take the necessary courses as required for competency and/or Health & Safety shall preclude the journeyperson from being referred to work by the District Council.

SECTION 17 – PRESERVATION OF WORK CLAUSE

- A. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer,

through its officers, directors, partners, owners, or stockholders, exercise directly or indirectly (through family members or otherwise) , or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

- B. All charges of violations of Section A. of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labors Relations Board) channels.
- C. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

SECTION 18 – TERMS OF AGREEMENT

The Union will maintain a Work Review Board that will be empowered to extend special terms and conditions for jobs where the contractor can convince the Board that the special terms and conditions could secure work that would not otherwise be done by a Union Contractor, and/or they are bidding against other Union Contractors who have been granted more favorable conditions than those that are contained in this Working Agreement. Any request for the extension of special terms and conditions shall be addressed in writing to the District Council 11 Bridge Agreement Work Review Board, c/c District Council 11, 79 Bradley Street, Middletown, CT 06457 (fax: 860-613-0208).

SECTION 19– DURATION

- A. This Agreement shall be in full force and effect from June 1, 2018 to and include May 31, 2022, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) days and not more than ninety (90) days prior to any subsequent contract year.

B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than (60) days and no more than ninety (90) days prior to any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by themselves or by their duly authorized agent, officer, or representative on the ___ day of May 2018.

FOR THE EMPLOYERS

INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL 11

By: _____

Name: _____

Title: _____

Title: _____

Contractor: _____

Name: _____

Title: _____

INDEPENDENT SIGNATORY CONTRACTOR

By: _____

Phone: _____

Title: _____

Fax: _____

Address: _____

Email: _____

AGREEMENT

between the

CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.

and the

CONNECTICUT LABORERS' DISTRICT COUNCIL OF THE LABORERS'

INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Heavy and Highway

Effective: April 1, 2019 through March 31, 2023

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HEAVY AND HIGHWAY AGREEMENT
between the
CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.
and the
CONNECTICUT LABORERS' DISTRICT COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

THIS AGREEMENT, is made and entered into on this 1st day of April 2019, by and between the Connecticut Construction Industries Association, Inc. (hereinafter referred to as the "Association") acting for and on behalf of those Employers it has been or will be authorized to represent and has agreed or will agree to represent, and such other contractors who execute an Acceptance of the Terms and Provisions of this Agreement (only if such contractor(s) are contributors to and are not delinquent in their payments to the CCIA's Association Construction Industries Program) (each of which is hereinafter referred to as the "Employer"), in their dealings with the Council or the Union or both, as herein defined, and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Council"), acting for and on behalf of all its affiliated local unions located in the State of Connecticut: 146 - Norwalk; 230 - Hartford; 455 - New Haven; 547 - New London; 611 - New Britain; and 665 – Bridgeport; and their successors and assigns (each of which is hereinafter referred to as the "Local Union or Unions"), and which cover the entire State of Connecticut. The Council and the Local Union or Unions shall be collectively referred to herein as the "Union".

PREAMBLE

The purpose of this Agreement is to determine the hours, wages, fringes, and other conditions of employment, and to adopt measures for the settlement of differences and to maintain a cooperative relationship so that the contractors may have sufficient capable workers and the workers may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor-management troubles.

NOW, THEREFORE, the undersigned Association and the Union, in consideration of the mutual promises and covenants herein contained agree as follows:

PROTECTION OF RIGHTS

There shall be no discrimination against any employee by reason in hiring, placement, classification, upgrading, layoff, or termination of employment of any individual by reason of the following protected categories as defined in federal and state law, race, religious creed, color, sex, national origin, age, sexual orientation, marital status, ancestry, occupationally irrelevant physical defects, disabilities, reasonable accommodation to disabilities under the Americans with Disabilities Act, past or present history of a mental disorder, genetic background or prior conviction of a crime, Union or concerted activities, or membership or non-membership in the Union. The Employer, the Union, and the employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act and other applicable safety regulations of Connecticut. The Employer may decline to arbitrate grievances dealing with the above matters unless the parties and the employee(s) enter into an agreement which provides: (1) that the Employer shall

not discriminate; (2) the statutory issues are covered by this Agreement and will be arbitrated; and (3) that employee(s) are waiving their right to go to an administrative agency or court and, further, this agreement results in the arbitration hearing being final and binding.

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within all areas of the State of Connecticut.

ARTICLE II
UNION RECOGNITION,
UNION SECURITY, AND
EMPLOYMENT

SECTION 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended.

The Employer hereby agrees to recognize The Connecticut Laborers' District Council, affiliated with the Laborers International Union of North America, as the National Labor Relations Act Section 9(a) representative of a group of its employees as follows:

The Union has submitted authorization cards showing that a majority of the Employer's employees employed performing Laborers work have expressed a desire to have the Union be their exclusive bargaining representative.

The Employer has examined the authorization cards and is satisfied that the Union has majority support among these employees.

Therefore, the Employer agrees to recognize the Union status under Section 9(a) of the National Labor Relations Act as the exclusive bargaining agent for its employees performing Laborers work in the bargaining unit as defined in the current collective bargaining agreement between the Union and the Employer.

The Association hereby recognizes the Union as the Collective Bargaining Representative of all employees covered by this Agreement. Non-Member Employers of the Association who become signatories to this Agreement do hereby likewise recognize the Union as the Collective Bargaining Representative of all employees of said Employer covered by this Agreement. The Union is recognized as the Collective Bargaining Representative of such employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment.

SECTION 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 8th day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

SECTION 3. Upon receipt of written notice from the Local Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge.

SECTION 4. "Membership in good standing" as referred to herein means solely the tender or payment of normal dues and the standard initiation fee.

SECTION 5. Should the present Federal law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

SECTION 6. The Local Union shall be recognized as the principal source of laborers and shall be given the first opportunity to refer qualified applicants for employment. The Employer shall be the sole judge as to whether or not the men furnished are qualified. The Employer reserves the right to transfer or rehire laborers, provided that for those laborers rehired, the Employer shall first notify the Local Union of the rehiring.

SECTION 7. Subcontracting - The Employer agrees that the wages, including Health, Pension, Training, Annuity, LMCT, Health and Safety, and Legal Services Fund contributions, 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 at the site of any job.

The Employer further agrees to refrain from doing business with any subcontractor for work to be done at the site of a construction project covered by this Agreement, except where such a subcontractor subscribes and agrees in writing to be bound by this Agreement, and complies with all of the terms and conditions of this Agreement.

This Section 7 shall not apply to vendors furnishing material solely, or to any person furnishing trucking or transportation.

This Section 7 shall not apply to subcontractors who are bound by or parties to a collective bargaining agreement with either the Laborers' International Union of North America or any of its affiliates having jurisdiction in the State of Connecticut nor shall this Section 7 apply when the work covered herein is awarded directly to subcontractors pursuant to a pre-filed bid.

SECTION 8. When a contractor has been selected low bidder on a construction project, he/she shall call the District Council to schedule a pre-job conference with the affiliated local union having jurisdiction over the project and discuss the following:

- a) Location of job site;
- b) Approximate starting date and duration;
- c) Type of job;
- d) Approximate manpower requirements;
- e) Subcontractors.

A telephone call may substitute for a pre-job conference by mutual agreement.

SECTION 9. JOINT VENTURE: If and when the Employer performs any job site construction work of the type covered by this

Agreement with another corporation, company, partnership, or any other entity in a joint venture, wherein the Employer has either directly or indirectly a significant degree of ownership, management or control, the terms and condition of this Agreement shall be applicable to all such work and to the joint venture as a signatory Employer.

ARTICLE III **HOLIDAYS**

SECTION 1. The following days shall be recognized as non-paid holidays under this Agreement:

New Year's Day
Labor Day
Good Friday
Thanksgiving Day
Memorial Day
Christmas Day
Independence Day

If any of the above-listed holidays shall fall on a Sunday, they shall be recognized on the following Monday.

When an employee, upon one week notice to the Employer, observes Martin Luther King, Jr. or Veteran's Day as an unpaid holiday he/she shall not be discriminated against.

SECTION 2. In the event an employee works on a holiday set forth in Section 1 above, he shall be paid at the rate of two (2) times his regular straight time hourly rate for each hour worked on that day. The provisions of Article XIII shall apply to employees scheduled to work on a holiday set forth in Section 1.

ARTICLE IV **BUSINESS MANAGER,** **FIELD REPRESENTATIVES,** **STEWARDS, FOREMEN**

SECTION 1. The Business Manager or Field Representatives of the Local Union shall be allowed to visit the job during working hours.

SECTION 2. A steward shall be appointed by the representative of the Local Union who has territorial jurisdiction in the area where the job is located. The Steward shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report any violations of same to the Local Union. The Steward shall remain on the job until completion of all the work covered by the terms of this Agreement and shall work all overtime possible. The Employer shall give the Local Union at least forty-eight (48) hours notice of its intention to lay off the steward in all cases. It is the intent of the parties that this Section 2 will not result in the displacement of a Laborer who performed that task (assigned for overtime) during that regular work day. The employer may discharge stewards without prior notice for just cause.

SECTION 3. Laborer Foremen - Laborer foremen in charge of Laborers must be members of the Union and shall be covered by all terms of this Agreement and shall receive not less than \$2.00 per hour in excess of the basic Laborer wage rate.

The individual Employer shall have the right to determine in his sole and unlimited discretion the need for or number of foremen.

This Section 3 applies solely to those foremen who perform work performed by those employees covered by this Agreement in the classification as enumerated herein. It is also understood that supervisors as defined in the National Labor Relations Act, as amended, are not covered by this Agreement.

ARTICLE V
PROCEDURE FOR
ADJUSTMENT OF DISPUTES

SECTION 1 (a). There shall be, during the term of this Agreement and as to any work covered hereby, no strikes (except for non-payment of wages and fringe benefit contributions by the Employer as provided herein), no work stoppages, no slowdowns, and no lockouts for any reason including interpretation of terms and conditions of this Agreement.

SECTION 1 (b). If, after forty-eight (48) hours written notice to the Employer and the Association, an Employer shall fail to pay any wages due employees under the terms of this Agreement, and there is no dispute concerning the wages due, then, any other provisions notwithstanding, the Union shall have the right to have the employees of that Employer cease work. Payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of nonpayment of wages. A dispute regarding classifications and rate of wages to be paid therefore, or actual hours due, shall not be considered nonpayment of wages and shall be subject to the Arbitration Procedure as stated herein.

SECTION 2. It is the good faith intention of the parties hereto that by the execution of this Agreement, industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be done efficiently and without interruption.

SECTION 3. If any difference of opinion or dispute shall arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party within two (2) working days of the time the complaining party knew or reasonably should have known of the occurrence giving rise to the grievance. In each case, the first attempt at settlement shall

be made between the Business Manager of the Local Union and the Employer or his representative.

SECTION 4. Disputes which cannot be adjusted between the Employer and the Local Union within forty-eight (48) hours after they are made under Section 3, shall be referred to a Board of Adjustment. Such reference shall be on the agreed upon form and shall contain a brief statement of the dispute. Said notice shall be sent to the Association or the Union, as appropriate, by facsimile and first class U.S. mail or by certified mail postmarked within fifteen (15) working days after failure to adjust the dispute between the Employer and the Local Union as provided by this section. Copies of said notice shall be sent simultaneously by facsimile and first class U.S. mail or by certified mail to the adverse party. The Board of Adjustment shall be composed of two arbitrators selected by the Connecticut Construction Industries Association, Inc., and two arbitrators selected by the Connecticut Laborers' District Council. This Board of Adjustment shall hear all said disputes within ten (10) working days after receipt of the notice provided for in this Section and shall issue its decision in writing within ten (10) working days after the close of the hearing. The Board of Adjustment shall be sworn and shall administer oaths or such oaths shall be waived in accordance with the provisions of Connecticut law. The parties may agree to extend any of the time limits by mutual written agreement.

SECTION 5. If, within forty-eight (48) hours no adjustment or settlement is resolved by the procedures of Section 4 above, the aggrieved party may submit the matter to the American Dispute Resolution Center, Inc. (ADRC). The Committee shall not participate but may testify in connection with contract interpretation issues. The hearing will be conducted in accordance with the Rules and Procedures of the ADRC. The Arbitrator shall

not have the power to amend, add to, or alter the provisions of the Agreement. The decision rendered by the Arbitrator shall be final and binding on the parties.

SECTION 6. Each of the parties jointly and equally bears the expense of the arbitrator and ADRC charges.

SECTION 7. Nothing contained herein shall require a Local Union to process any Local Union or employee grievance which in its opinion would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit. Approval by the Council is required prior to referring for arbitration a grievance which was filed by any Local Union or any employee to the Board of Adjustment and to the Arbitration Board.

SECTION 8. The Association shall have full right to determine whether or not it shall represent or continue to represent Employers with respect to grievances filed hereunder.

ARTICLE VI **CONTRACTS WITH OTHER** **EMPLOYERS**

The Union agrees that it will not enter into any Agreement with any Employer, not a party hereto, engaged in the Heavy and Highway Construction Industries within the State of Connecticut, insofar as such Agreement may effect such industries upon more favorable terms to such Employer than are embodied in this contract. In the event such Agreement is entered into, this contract at the election of the Association shall be amended so as to afford to the parties hereto the same terms as have been included in the Agreement with such other Employer, except for contractors signatory to a CLDC Specialty Agreement.

ARTICLE VII **SEVERAL LIABILITY**

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

SECTION 2. The Council shall not be held responsible for any unauthorized act committed by any affiliated local union or members thereof, unless the said Council has ordered or ratified the same or condoned such act after office notice thereof. The Council agrees that upon the receipt of notice from the Association or any Employer of any unauthorized act, it will exercise all of its power and authority to correct same.

SECTION 3. The obligation of each Local Union, affiliated with the Council, shall be several and not joint.

ARTICLE VIII **PRIOR CONTRACTS**

This contract shall supersede all contracts entered into prior to membership in the Association with reference to the Heavy and Highway Construction Industries as defined in Article IX between any Employer who is a party hereto, and any Local union affiliated with the Council, and all obligations of either such party under any contract entered into prior to the date thereof shall cease.

SUBDIVISION A

ARTICLE IX **HEAVY AND HIGHWAY** **CONSTRUCTION INDUSTRIES**

SECTION 1. The terms of this Subdivision shall apply to the following work when performed in connection with the Heavy and Highway Construction Industries; i.e. setting road forms, stripping and dismantling concrete form work; loading, unloading, carrying or

handling of all reinforcing steel and steel mesh; handling of lumber and other building materials; operating jackhammers; paving breakers, and all other pneumatic tools; operation of heaters of all type; assisting in the setting of cut stone, granite, or artificial stone; tending to masons; mixing mortar; building scaffolds; construction of cofferdams; installation of Doublewall; paving, laying, raking, shoveling, and tamping of asphalt; paving, tamping, and ramming of granite blocks on roads and highways; spading and concrete pit work; grading form pinning; shoring; sheathing and lagging; laying pipe and caulk thereof; laying conduits and ducts; blasting, bracers, concrete saw operators, chain saw operators, fence and guard rail erectors, riprap and drywall builders, waterproofing, dampproofing, weatherproofing and conditioning of all materials; loading, unloading, distribution, installation and tending of all types of heaters; handling, placing and removal of canvas, polyethylene and all other covering protective materials used for covering work, equipment and materials, etc.; erection and dismantling of wood or steel forms for concrete or asphalt curbing; and further including all types of work as defined in the Laborers' Jurisdiction as set forth in Appendix A, incorporated herein by reference and annexed to said Agreement. The Employer agrees to assign all such work to only employees covered by this Agreement.

SECTION 2. Heavy and Highway construction where referred to in this Agreement is defined as the construction, repair, erection and demolition of highways of all types, heavy and utility construction of all roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, conduits, highway and railroad bridges, railroad and street railway construction projects, sewers, grade separations, service mains, open cut work, foundations exclusive of buildings, snow

removal, abutments, viaducts, shafts, tunnels, subways, track elevations, elevated highways, reclamation projects, drainage or flood control projects, aqueducts, water supply projects, water power developments, transmission lines, duct lines, pipe lines, dams, locks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, marine projects, all work performed with floating equipment, plants used by the construction industry, such as asphalt plants, aggregate processing plants, concrete plants, quarries, temporary garages, field shops or shacks on or near a job site used in conjunction with a construction project.

SECTION 3. That if and when the Employer shall perform work covered by this Agreement under its own name, or under a subsidiary or under the name of another, as a corporation or company, or enterprise, or any combination including a joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture.

SECTION 4. That in no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other Employer engaged in similar work.

SECTION 5. If any provision of this Agreement is in conflict with the laws or regulations of the United States, or of the State of Connecticut, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect.

SECTION 6. Building Construction Rates:

(a) When an Employer engages in work within the building foundation line of any building he shall pay the wages and fringe

contributions and also abide by the hours and working conditions specified in the Local Building Agreement that has been negotiated through bona fide collective bargaining by the Council on behalf of all Local Unions having jurisdiction over the area in Connecticut where the work is being performed.

(b) When an Employer engages in work from the building foundation line to the building property line of any building such as site clearance, excavation, sidewalks, landscaping, roadways, driveways, parking areas, athletic fields, fences and guard rails, curbing, installation of all underground utilities regardless of type, he shall pay the wages (fringe contributions payable to the funds specified herein) as specified in the Council Building Agreement that has been negotiated through bona fide collective bargaining by the Council on behalf of all the Local Unions having jurisdiction over the area in Connecticut where the work is being performed, but said Employer shall abide by all of the other terms and conditions as set forth in this Agreement such as time and one-half on overtime work and scheduling of work operations.

(c) When an Employer engages in work outside the building property line of any building and/or any work more particularly described in Section 1 and Section 2 of Article IX hereof and Article XI hereof, the rates, fringes, hours and conditions of this Agreement shall apply.

SECTION 7. Any Employer who joins and authorizes the Association to represent it in dealings with the Council and/or Local Union(s) shall immediately be covered by this Agreement. Any previous Heavy and Highway Agreement referring to the Heavy and Highway Industry as defined in Article IX, Sections 1, 2, 6(b) and 6(c), and Article I herein, which may have been in effect between said Employer and the Union, even

though unexpired, shall immediately become null and void.

SECTION 8. Jurisdictional Dispute Procedure: In the event a dispute involving jurisdiction arises, the disputing unions shall request the other Union or Unions involved to send representatives to the job site to meet with representatives of the Union and the Employer to settle the dispute. If unanimous agreement including the consent of the Employer, is not reached at the meeting, the Unions shall request their International Unions to assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the job site to seek settlement of the dispute. If the above procedure, or any other mutually agreed upon procedure, fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in a tripartite arbitration with all the disputing parties. Failure of any party to participate in said arbitration shall not prevent the arbitration from proceeding. The impartial umpire to hear the dispute shall be selected in rotation from Larry Foy, Mike Walsh and Larry Katz. Decisions rendered or resolutions agreed to by any of the above procedures shall be final, binding and conclusive on the Employer and the Union parties. There shall be no strikes, picketing, work stoppages, slowdowns or lockout over any jurisdictional dispute. Any alleged violation of this Agreement involving disputes concerning jurisdiction shall not be subject to the normal grievance and arbitration process contained in Article V and shall be resolved solely through the processes contained herein. The Arbitrator shall determine jurisdiction based on industry practices, area practice, operational efficiency and economy. In addition, the scope of the arbitration shall be limited solely to the determination of jurisdiction and any such decision or determination shall not result in any rework, or double manning (i.e. requiring

more employees than necessary to perform the work). Nothing herein, however, shall prohibit the award, by the Arbitrator, of monetary damages.

ARTICLE X
HOURS OF WORK AND
SHIFT OPERATIONS

SECTION 1. The regular work day shall consist of eight (8) hours of work to start on a one or two shift operation, with a starting time between 6 a.m. and 8 a.m. If the Employer decides the starting time is to be earlier than 6 a.m., he shall continue starting at that time for at least five (5) consecutive days. All hours worked on a regular workday in excess of eight (8) hours shall be paid for at the rate of time and one-half (1 ½) the straight time rate. Saturdays shall be paid at the time and one-half (1 ½) the straight time rate. Sundays and holidays shall be paid at double time. An unpaid lunch shall fall between one hour before and one hour after the midpoint of the shift.

SECTION 2. (a) In the event that the Employer has a three-shift operation, employees shall receive payment therefore in accordance with the following schedule:

- 1st shift - 8 hours regular rate pay for 8 hours work.
- 2nd shift - 8 hours regular rate pay for 7 1/2 hours work.
- 3rd shift - 8 hours regular rate pay for 7 hours work.

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

- 1st shift - 8 hours regular pay for 8 hours work.

Overtime at time and one-half thereafter.
2nd shift - 8 hours regular rate pay for 7 1/2 hours work.

Overtime at time and one-half thereafter.
(c) In the event the Employer has a two-shift operation with each shift working ten (10) or more hours, employees shall receive payment therefore in accordance with the following schedule:

- 1st shift - 8 hours regular rate pay for 8 hours work.

Overtime at time and one-half for all work after 8 hours.

- 2nd shift - 7 1/2 hours regular rate pay for 7 1/2 hours work.

Overtime at time and one-half for all work after 7 1/2 hours.

Employers shall make contributions to the fringe benefit funds as required by Article XV of the Agreement for 8 hours for all shifts, provided the employee works the complete shift.

SECTION 3. Nothing herein shall be construed as a guarantee of the number of hours of work per day or the number of days of work per week. The regular work week shall be forty (40) hours, eight (8) hours each day, Monday through Friday, and time and one-half (1 1/2) shall be paid for all overtime except as hereinafter set forth. The Employer shall have the option of scheduling four (4) ten (10) hour days in a week at the regular rate of pay and the overtime rate of time and one-half shall be paid only for work over ten (10) hours in a day and forty (40) hours in a week, provided the Employer notifies the Local Union that has jurisdiction over the job. Double time shall be paid for all work performed on Sundays and holidays.

Saturday shall be a time and one-half day, except that if work is not performed on one or more days, Monday through Friday, because of inclement weather or other conditions beyond the control of the Employer, work on Saturday shall be at the straight time rate. The provisions of Article X, Section 7(a), government-owner restrictions and the provisions of the Market Recovery Agreement, if they apply, shall take precedence over this section of the Agreement. If work is provided for any craft that traditionally works with the Laborers then Laborers will be employed in appropriate amounts, at the contractor's discretion.

Should a holiday listed in Article III of this Agreement occur during the work week, the Employer may elect to work four ten hour days at straight time, and Saturday cannot be used to make up for a holiday. The only exception being if the Employer elects to work four ten hour days in a holiday week and one or more of those days is lost due to inclement weather, that Saturday may be worked at straight time.

SECTION 4. Employees whose shift falls predominantly within the period 6 p. m. to 6 a. m. shall receive ½ hours pay at the applicable overtime rate, irrespective of any other provision of this Agreement.

SECTION 5. Coffee Break - During the morning, all employees covered by this Agreement shall be allotted sufficient time off to purchase and partake of coffee.

SECTION 6. Sections 1 and 2 shall not apply to tide work. The starting time for tide work shall be determined by the Employer based on the tide.

SECTION 7(a). Government Owner. On projects subject to a government agency's or railroad's prohibition, limitation or restriction of the times and days when work may be

performed, the Employer may schedule work in accordance therewith and employees shall be paid at the straight time rate for the first forty hours of work performed in a week or eight hours in a day and time and one-half for hours of work over forty (40) performed in a week or eight (8) hours in a day, regardless of the time of the day or the day of the week on which the work is performed. A make-up day may be worked with mutual consent. Consent shall not be unreasonably withheld.

On Building and Heavy and Highway work, prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation, demonstrating the Government Owner prohibition, limitation or restriction. Employers that are subcontractors on a project are not required to provide the pertinent contract provisions that are included in the contract between the prime contractor and the owner.

SECTION 7(b). Private Owners On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned, with notification of the Union by the Employer, to work these hours at eight (8) hours straight time. If the restrictions are not in the bid documents the Employer shall be able to work these hours with mutual consent. Consent shall not be unreasonably withheld. There shall be no make-up days. Four ten (10) hour days plus a make-up day may be assigned, with the mutual consent of the Union and the Employer. Prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

ARTICLE XI
WAGE RATES AND
CLASSIFICATIONS

SECTION 1. The basic hourly wage rate for all work performed under this Subdivision in the State of Connecticut shall be as follows:

<u>Effective Date</u>	<u>Wage Rate</u>
04/07/19 – 04/04/20	\$30.75
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

SECTION 1a. It is also agreed to and understood that the past practice and usage of "traffic control signal men" by each individual Employer shall continue to prevail.

Any Laborer "traffic control signal man" shall be paid a minimum hourly rate of \$18.00 per hour.

SECTION 2. The rate to be paid for intermediate classifications shall be as follows: (The amounts indicated shall be the amounts to be paid per hour, over and above the basic wage rate referred to above.)

Chain Saw Operators, Fence and Guard Rail Erectors, Pneumatic Tool Operators, Powdermen	25¢
Air Track Operators	50¢
Asphalt Rakers	50¢
Block Pavers, Curb Setters	50¢
Forklift Operators	50¢
Jack Hammer/Pavement breaker (handheld)	50¢
Mason Tenders/Catch Basin Builder	50¢
Pipelayers*	50¢

Hydraulic Drills	75¢
Toxic Waster Remover**	\$2.00
Blasters	\$1.75
Asbestos/Lead Removal (Does not include leaded joint pipe)	\$1.00

Asbestos Foreman over base rate	20%
Nuclear Supervisors over base rate	25%

Acetylene Burner	No premium
Concrete Specialist	No premium

*Pipelayers - It is understood that the pipelayers rate shall apply to the one (1) or two (2) employees of the total crew whose primary task is to actually perform the mating of pipe sections.

** Toxic waste is defined to mean substance requiring the employees to wear OSHA level A, B, or C, personal protection and for which training and a certificate is necessary.

Residential Agreement:

The total wage and benefit package is set forth in the current Residential Agreement attached hereto as Appendix C. Any increases in wages and benefits, as well as any modifications to the terms and conditions negotiated in a successor Residential Agreement will be recognized in this Agreement and incorporated herewith.

Employers shall at their expense, require employees who will be exposed to asbestos, lead and hazardous waste, to participate in a medical program in connection with work on hazardous environmental sites when required by law or contact specifications, pursuant to project specific health and safety plans. The medical program will be limited to addressing the specific hazardous substances present at the job site and may include a blood test; a respirator physical; and a pulmonary function test.

SECTION 3. On the following work described in this Section 3, the provisions of Section 4 of this Article XI shall apply:

(a) Sewer and Utility work that is let directly from a public utility or governmental body or agency and is let as an "independent contract";

(b) Sewer and Utility work on a building or heavy and highway job that is let as a subcontract from a non-union general contractor;

(c) "Sewer and Utility work" as stated in (a) and (b) hereinabove is defined as including the construction, erection, demolitions, repair, installation and/or alteration of underground electrical cables and conduits, telephone cables, cable TV, sewers (storm, sanitary, process water-steam, chilled or derivatives thereof), septic tanks, water lines, the digging of foundations for overhead electrical transmission lines, and lateral lines emanating from a main line gas transmission system and all work incidental thereto. Main line gas transmission systems which are part of a national gas pipeline are excluded from the definition of Sewer and Utility and are excluded from the coverage of this Agreement;

(d) All Sewer and Utility work and all work incidental thereto on Building or Heavy and Highway jobs let as an independent contract by either water, telephone, gas or electric companies is covered by the terms and conditions of Section 4;

(e) "All the work incidental thereto" as stated in (c) and (d) hereinabove includes, but is not limited to, grading, paving, landscaping, pumping stations, etc., that are part of or necessary to the completion of the contract.

(f) On all contracts for repairing or paving of streets, roads, sidewalks, parking lots and/or curbing in the City of Hartford, excluding

state and interstate highways, the following shall apply:

(g) (i) On such jobs bid on or after April 1, 2015, the minimum hourly wage rates in effect on the date of the bid due on a specific job shall remain in effect until the completion of that job except that all increases in fringe benefit fund contribution rates negotiated in this Agreement or a successor Agreement shall be payable on the effective date of said increase.

(g) (ii) The Employer shall use his sole discretion with respect to the hours and working conditions.

(g) (iii) The following terms of the Agreement shall specifically not apply: Article IV, Section 3; Article IX, Section 6; Article X, except that Section 5 shall apply; Article XI, Section 2; and Article XIII.

SECTION 4(a). On any new jobs, described in Section 3 of Article XI hereinabove, bid after the effective date of the former Agreement, or this Agreement, the minimum hourly wage rates in effect on the date the bids are due on a specific job shall remain in effect until the completion of that job except that all increases in fringe benefit fund contributions negotiated in this Agreement and the former Agreement shall be payable on the effective date of said increase.

SECTION 4(b). With respect to utility work that is let directly from a public utility as an independent contract and work on a building or heavy and highway job that is let as a subcontract from a non-union general contractor and is defined as including the construction, erection, demolition, repair, installation, and/or alteration performed for public utility companies (gas, electric, telephone and water), the Employer shall:

(1) Use his sole discretion with respect to the hours and working conditions,

(2) Pay the basic hourly wage rate provided for in Article XI, Section 1, and shall

(3) Abide by all the terms and conditions of this Heavy and Highway Agreement except that the following terms and conditions shall specifically not apply:

- Article III
- Article IV, Section 3
- Article IX, Section 6
- Article X
- Article XI, Section 2
- Article XII
- Article XIII

(4) The rate to be paid for specific gas classifications shall be as follows:

Utility Workers, Gas only, OQ Qualified Gas Mechanic Foreman - \$38.00

Utility Workers, Gas only, OQ Qualified Gas Lead Man - \$33.00.

SECTION 5. With respect to jobs bid before April 1, 2019, the wage carryover rate shall be at the \$30.05 minimum rate. The wage rate for jobs bid prior to April 1, 2019 stays at the \$30.05 rate until March 31, 2020 or when the job ends, whichever is sooner.

With respect to prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates shall be the wage rates set forth in the wage determination in the construction contract, which rates shall continue in effect for one year beyond the expiration of the wage rates in this agreement at the time the work starts. With respect to non-prevailing rate jobs bid on and after April 1, 2019, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates used to bid, which rates shall continue in

effect for one year beyond the expiration of the wage rates in this Agreement at the time the work starts.

SECTION 6. APPRENTICESHIP

a. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a construction Craft Laborer or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship Program. Any person entering by failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

b. The Apprenticeship and Training Standards approved by the Bureau of Apprenticeship and Training Connecticut Department of Labor are hereby incorporated by reference as a part of this Agreement.

c. The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0-999	60% of Journey Worker
1,000-1,999	70% of Journey Worker
2,000-2,999	80% of Journey Worker
3,000-3,999	90% of Journey Worker
over – 4,000	Journey Worker
P-6 Apprentice	- 99% of Journey Worker

- d. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
- e. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.
- f. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.
- g. On or before January 1, 2004, the Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) apprentice for every (5) journey workers commencing with the sixth laborer employed per job site.
- h. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.
- i. An Apprentice should whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full

range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall not notify the Local Union and JATC of all reassignments.

- j. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- k. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- l. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.
- m. P-6 Apprentice: The installation, repair, replacement, alteration or maintenance of piping limited to water, sewer and storm lines from the point of utility responsibility to a point immediately inside a structure and only under the observation of a journey person licensed for such work.

It is agreed to form a P6 Apprentice and Training Committee – comprised of Representatives from the Union and Representatives from the Connecticut Construction Industries Association, Inc. This Committee will meet to discuss ways to make P6 training more accessible to employees by providing training at more convenient times and locations. Additionally, the discussion will include improving the management of apprentices that move from Employer to Employer. If an

employee currently engaged in a bonafide P6 apprenticeship program moves from one Employer to another, the Union will notify the new Employer of the status of the Connecticut Department of Labor apprenticeship sponsorship requirements for the employee in order for the new Employer to consider whether to continue the employee's P6 Apprenticeship training.

SUBDIVISION B
ARTICLE XII
TUNNELS AND SHAFTS
IN FREE OR COMPRESSED AIR

SECTION 1. The provisions of Subdivision B, with reference to wages, including Health, Pension, Training, Annuity, LMCT, Health and Safety, and Legal Services Fund contributions, hours and working conditions, shall apply to all work performed in the construction of both tunnels and shafts not of open cut construction, whether the same be in free or compressed air.

The terms of this Subdivision shall apply to the following work when performed in connection with the construction of shafts, tunnels and subways, i.e., all underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air; drilling and blasting, mucking and removal of material from the tunnels and shafts; the cutting, drilling, and installation of material used for timbering or retimbering; lagging, bracing, propping, or shoring the tunnel or shaft; assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same; pouring, pumpcreting or gunniting of concrete in any tunnel or shaft; operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be

necessary; for temporary power and light lines, the moving of tripod lights, etc., in heading and the handling of self-contained air generator light; the moving of Euc-mounted Jumbo or similar equipment and the drilling from the Jumbo; cable tending when required with mucking machines; the assembly, setting, moving and cleaning of steel tunnel lining forms; the handling of slick line and vibrators when placing concrete, the fabrication and placing of reinforcing steel; concrete finishing gunnite nozzleman and mixing of ingredients and tending pots in gunniting; laying, maintenance and removal of track; operation of car passers and cherry pickers; operation of tugger hoists; handling of air operated pumps; unloading and handling of tunnel supplies; operation of Jumbo-mounted drills, jackhammers, jack legs, wagon drills and air tracks; installation and torquing of rock bolts, drilling group holes, installing pipe, making hook-ups and/or installing packers, mixing of ingredients in connection with grouting; installation of timber and steel sets and lagging; installation of group pipe and connections thereto; installation of weep pipe and drain pipe; installation of temporary air and water lines to portal of tunnel or collar of shaft; installation from portal of tunnel or collar of shaft to the heading and removal therefrom; and in compressed air all work underground or in compression chambers, including tending of outer air lock, but the provisions of this Subdivision B shall not apply to jacking pipe, or micro-tunneling.

SECTION 2. On tunnel work only, the workers shall receive the following paid holidays:

New Year's Day
Labor Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

SECTION 2 (a). Lunch Break. On tunnel work only, if an unpaid lunch is directed by the Employer, the duration will be a minimum of 30 minutes.

SECTION 3. For Free Air Operations:

(a) The regular work day shall consist of eight (8) hours, work to start on a one- or two-shift operation not earlier than 7 a. m. If the Employer decides the starting time is to be 7 a.m. instead of 8 a.m. he shall continue starting at that time for at least five (5) consecutive work days.

(b) The regular work week shall be forty (40) hours, eight (8) hours each day, Monday through Friday. When three shifts are used, each shift shall be seven and one-half (7 1/2) hours and shall receive eight (8) hours of pay. Employees shall be paid for all traveling time in tunnel in excess of the regular shift at the rate of time and one-half (1 1/2). All hours worked on Sundays or holidays shall be paid at the rate of double (2) time.

(c) For the purpose of this paragraph, a shift which begins at or after 12 midnight on Friday night shall be considered a Friday shift.

(d) Holidays commence at midnight of the day prior to the holiday and end at midnight of the holiday.

SECTION 4. On free air operations, projects considered large enough should provide suitable dressing and toilet facilities, and such other facilities as are required by Federal Laws and the Laws of the State of Connecticut.

SECTION 5. On Compressed Air Operations: There shall be a dressing room which shall contain lockers for all employees with a

suitable place for washing, and there shall be showers with plenty of hot and cold water and soap obtainable; towels shall be provided by the Employer, and the employees shall be responsible for towels issued them; no clean towels shall be furnished them unless and until the soiled towels are turned in to the Employer. Hot coffee shall be furnished to men coming off shifts. The dressing room shall be properly heated, lighted and ventilated.

SECTION 6. All overtime work on tunnels shall be performed at time and one-half (1 1/2).

SECTION 7. Wages for Compressed Air work shall be as follows for Tunnels, Caisson and Cylinder Work in Compressed Air:

Per Five (5) Day Week:

Shift Boss

04/07/19 – 04/04/20	\$1,388.00
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Per Six (6) Hour Day:

Iron Boss

04/07/19 – 04/04/20	\$244.26
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Grout Boss, Track Boss,

Mucking Machine Operator

04/07/19 – 04/04/20	\$240.36
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Blaster

04/07/19 – 04/04/20	\$236.82
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Brakemen, Trackmen, Miners' Helpers,
Groutmen, Laborers, Lock Tenders Helpers

04/07/19 – 04/04/20 \$235.62
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

Motormen - all others in compressed air

04/07/19 – 04/04/20 \$236.82
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

Outside Lock Tenders,
Gauge Tenders, Outside
Lock Tender Helpers

04/07/19 – 04/04/20 \$235.62
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

Change House Attendants
Powder Watchmen, Top
on Iron Bolts, etc.

04/07/19 – 04/04/20 \$223.74
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

(d) It is understood and agreed that the hours worked under compressed air shall be consistent with all Federal and State laws, except Gauge Tenders and Outside Lock Tenders and Helpers shall work six (6) hours at straight time.

(No text missing.)

(a) It is understood and agreed that Shift Boss, Iron Boss, Grout Boss and Track Boss shall be applicable when required in the opinion of the Employer.

(b) Maximum Pressure reached at any time during a shift shall be the governing factor in the number of hours employed and the amount to be paid for that shift.

(c) There shall be a competent man in charge of air locks at all times, to be classified as "Lock Tender", and he shall have no other duty to perform.

(e) The maximum daily period to be worked in compressed air in any twenty-four (24) hour period shall depend upon the degree of pressure and shall not exceed the hours shown in the following table:

<u>Maximum Hours</u> <u>Air Pressure</u>	<u>Per day</u>	<u>Amount in Addition to Base Rates</u> <u>(not accumulative)</u>
0 lb. but less than 16 lbs.	4	-
16 lbs. but less than 26 lbs.	4	-
26 lbs. but less than 31 lbs.	3	\$2.50
31 lbs. but less than 36 lbs.	2	\$3.00
36 lbs. but less than 41 lbs.	1 1/2	\$3.50
41 lbs. but less than 46 lbs.	1	\$4.00
46 lbs. but less than 50 lbs.	Emergency	Emergency

(f) The rates above quoted shall be paid in full even though less than the maximum number of hours specified are required to be worked on any particular occasion. If a workman leaves the working chamber, without just cause, before the conclusion of that specified shift, he shall be paid only for the actual hours worked. All on-the-job travel, compression time, and decompression time shall be exclusive of time worked as set forth in Section 7(e), but compensation for this time is included in the pay set forth for the work shift as specified in Section 7.

SECTION 8. Wages for Free Air Operation will be as follows:

(a) Shield Drive and Liner Plate Tunnels in Free Air

Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders

04/07/19 – 04/04/20	\$32.98
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Brakemen, Trackmen, Miners' Helpers and all other men

04/07/19 – 04/04/20	\$32.01
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

(b) Cleaning, Concrete and Caulking Tunnel

Concrete Workers and Form Movers and Strippers

04/07/19 – 04/04/20	\$32.01
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Form Erectors

04/07/19 – 04/04/20	\$32.34
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

(c) Rock Shaft, Concrete, Lining of Same and Tunnel in Free Air

Shift Boss

04/07/19 – 04/04/20	\$34.17
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Track Boss and Foreman Under

04/07/19 – 04/04/20	\$33.57
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Foremen Topside

04/07/19 – 04/04/20	\$33.09
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Miners

04/07/19 – 04/04/20	\$32.98
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Brakemen, Trackmen, Miners Helpers, Tunnel Laborers, and Shaft Laborers

04/07/19 – 04/04/20	\$32.01
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Laborers Topside, Cage Tenders, and Bellmen

04/07/19 – 04/04/20	\$31.90
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Change House Attendant

04/07/19 – 04/04/20	\$31.71
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

ARTICLE XIII
REPORTING TIME PAY

SECTION 1. After a person has been hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has previously been ordered not to report for work on that particular day. If the person has been working regularly, and the Employer has failed to notify him/her not to report for work before leaving his/her residence, he/she shall be entitled to one (1) hour of reporting time pay as provided herein.

In order to be eligible for the one (1) hour reporting time pay as provided for herein, the employee must remain on the job site and be available for work the full one (1) hour unless dismissed by the Employer.

SECTION 2. Employees shall furnish the Employer with current telephone or other contact information at the start of each job and advise the Employer of any subsequent change or changes in such contact information during the course of the job.

SECTION 3. Any person who reports to work, and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay for said day.

SECTION 4. Any person who reports to work and who works more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay for said day.

SECTION 5. It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work or work stoppage conditions brought about by a third party or parties prevent or

make ill-advised, in the opinion of the Employer, the performance of any work or the continuance of work once started, no pay for time not actually worked shall be required under any of the above-enumerated conditions.

SECTION 6. Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men. It is the intent of the parties that the Employer may adopt other procedures to notify employees concerning reporting to work.

ARTICLE XIV **CONDITIONS OF AGREEMENT**

SECTION 1. All wages shall be paid on the regular pay day designated by the Employer in lawful United States currency, draft, or check or by direct deposit if agreed to by both the Employer and the employee, once each week during working hours. Payment shall be made showing the employee's name, hours worked, amount earned, social security deduction, withholding tax, Employer's name and address, Employer's federal identification number, workers' compensation number, and Connecticut unemployment insurance number. Any Employer paying wages to an employee by check or draft, shall provide such employee with the facilities for the cashing of such check or draft at a bank or elsewhere, without charge to the employee. The Employer shall withhold not more than five (5) days pay. If an employee is laid off, his wages shall be paid at quitting time. If an employee is discharged for just cause, all wages due him must be paid him immediately. If an employee quits of his own accord, he shall receive his wages for the time that he worked

on the next regular pay day. The employee laid off shall be given an Unemployment Separation Packet for unemployment insurance at the time they are laid off in accordance with Connecticut Law. If payment of wage is not made expressly as provided herein, the employee who has been laid off for lack of work shall be paid for all waiting time until paid. Waiting time to be computed at the regular straight time rate.

SECTION 2. Raingear and slipover boots must be provided by the Employer if men are ordered to work in rain, mud, concrete, or snow. Men cannot be terminated if they are unable to work because they are not furnished raingear and slipover boots. All tools, boots, hats and raingear and other implements and equipment, other than those customarily furnished by employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer and shall be returned to the Employer when not in use or upon leaving its employ. Should the employee fail to return such items, the cost thereof shall be deducted from the wages of the employee or, at the option of the Employer, paid to the Employer by the employee to reimburse the Employer for the cost of replacement. Drinking water and sanitary toilet facilities reasonably close to the job site shall be provided.

SECTION 3. Health, Safety and Welfare
The Employer and the Union also agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment, to the end that the health, safety and welfare of the men working on the project may be adequately and properly protected and promoted and the prosecution of the work efficiently carried on; also, the safety regulations of the State of Connecticut must be complied with in full.

SECTION 4. Employers may conduct drug and alcohol testing of applicants and employees and such testing must conform to state law. Employers will notify the Union twenty-one days prior to implementing new drug testing policies. If drug testing is required by law, drug tests may be administered in accordance with the law.

SECTION 5. The Employer shall have the right to limit or prohibit the use of electronic devices.

SECTION 6. The Employer shall have the right and full authority to manage the business and the exclusive right to direct and assign the working forces including assigning work and decide all matters including but not limited to layoff, recall, hire, discharge, liquidate and close down the business or any part thereof, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

ARTICLE XV
FRINGE BENEFIT FUNDS

SECTION 1(a). Employers hereunder shall make contributions to the Fringe Benefit Trust Funds enumerated below (hereinafter referred to as the "Funds") in the amounts set forth below for each hour worked by each employee covered under this Agreement on and after the effective dates indicated:

Connecticut Laborers' Health Fund

04/07/19 – 04/04/20 \$10.59
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

Connecticut Laborers' Pension Fund

04/07/19 – 04/04/20 \$6.04
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

New England Laborers' Training Fund

04/07/19 – 04/04/20 \$0.70
04/05/20 – 04/03/21 \$0.70
04/04/21 – 04/02/22 \$0.70
04/03/22 – 03/31/23 \$0.70

Connecticut Laborers' Legal Services Fund

04/07/19 – 04/04/20 \$0.26
04/05/20 – 04/03/21 \$0.26
04/04/21 – 04/02/22 \$0.26
04/03/22 – 03/31/23 \$0.26

Connecticut Laborers' Annuity Fund

04/07/19 – 04/04/20 \$3.10
04/05/20 – 04/03/21 TBD
04/04/21 – 04/02/22 TBD
04/03/22 – 03/31/23 TBD

Laborers' Management Cooperation Trust Fund

04/07/19 – 04/04/20 \$0.15
04/05/20 – 04/03/21 \$0.15
04/04/21 – 04/02/22 \$0.15
04/03/22 – 03/31/23 \$0.15

New England Laborers' Health and Safety Fund

04/07/19 – 04/04/20 \$0.15
04/05/20 – 04/03/21 \$0.15
04/04/21 – 04/02/22 \$0.15
04/03/22 – 03/31/23 \$0.15

Employers signatory to this Agreement hereby acknowledge and agree to be bound by the Agreement and Declaration of Trust and any amendments thereto, for each respective Fund enumerated in Section 1(a) above.

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

SECTION 1(b). All such payments to the Funds are to be made in such manner and at such time as the Trustees of the respective Funds shall determine, but in no event shall such contributions be required to be paid more than monthly, or sooner than the 25th day of the month following the month in which said contributions were earned except as subsequently set forth in this Article. However, in the event that contributions are not received by the due date set forth above, the Trustees of the Funds will assess interest consistent with the policies and procedures promulgated by the Trustees of the Funds. Presently the Funds' policies assess interest as follows: if contributions are not received ninety (90) days after the due date, interest in the amount of One Percent (1%) per month will be applied and compounded from the due date until payment is made. In addition, in the event that an Employer is delinquent in the payment of contributions, the Trustees of the respective Funds may upon prior written notice to the Employer require that Employer to make contributions to the Funds on a weekly schedule and that such weekly contributions may be required for a period of up to twelve months. If the Employer has not paid such weekly contributions timely during the preceding period, the Trustees of the respective Funds may require weekly contributions to be made for periods which exceed twelve months. The Trustees may also require Employers who are based outside the state of Connecticut, to make contributions on a weekly basis, without regard to the payment history of such Employers. The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees as the Trustees shall determine. The Employer shall be liable to pay contributions provided above only for hours worked in covered employment in the geographical jurisdiction covered by the respective Funds. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

The Union and its members shall not perform bargaining unit work for a signatory contractor who is sixty (60) days or more delinquent in contributions required by the Collective Bargaining Agreement.

SECTION 2. The Funds shall be maintained at all times as jointly administered Taft-Hartley Trust Funds with an equal number of Employer and Labor Trustees, herein referred to as the "Trustees"; selected and serving and with such powers and duties as may be provided from time to time by the applicable Trust Agreement. Upon request by the parties, the Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports.

SECTION 3(a). Each Fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as a Tax Exempt Trust under provisions of the Internal Revenue Code so that Employer contributions to said Fund shall at all times be deductible as a business expense; the Employer shall not be liable to contribute to such Fund for hours worked during the period that the contribution(s) are not deductible.

SECTION 3(b). In the event it is determined that the Legal Services Fund cannot become approved as fully "qualified" pursuant to the provisions of the Internal Revenue Code, the contributions to be made by each Employer pursuant to this Article, and all assets of this Legal Services Fund, shall be transferred to the Connecticut Laborers' Pension Fund or the Connecticut Laborers' Health Fund. The selection of the Fund to which such contributions and assets shall be made shall be left to the Council, and after written notice of such selection is received by the Association, the parties shall execute all the necessary documents, including an amendment to this

Agreement amending the appropriate Article(s).

SECTION 4. At the discretion of a Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable Attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a reasonable rate of interest on contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees, and other expenses of collection as may be provided from time to time by the applicable Trust Agreement. The Employer shall be required to maintain and make available such pay records that are necessary for payroll audits.

SECTION 5. Nothing in this Agreement, the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Sections 1 and 4 above, except as required by law. Except to the extent that the Association and the Union may participate in the selection of Trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union, or any Employer be liable for any action or failure to act of any Trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or cause of

action brought by any individual or entity which might jeopardize the Employer's or other contributor's position that its liability is strictly limited as stated herein.

SECTION 6. The Boards of Trustees who shall administer the Funds shall consist of the following: (a) the Health Fund and the Pension Fund shall each have a total of eight (8) Trustees - said Trustees to be appointed as follows: four (4) Trustees for each Fund shall be appointed by the Council, two (2) Trustees for each Fund shall be appointed by the Connecticut Construction Industries Association, Inc. and two (2) Trustees for each Fund shall be appointed by the AGC/CCIA Building Construction Labor Division of Connecticut, Inc. ("Association"); (b) the Legal Services Fund and the Annuity Fund shall each have a total of four (4) Trustees-said Trustees to be appointed as follows: two (2) Trustees shall be appointed by the Council, one (1) Trustee for each Fund shall be appointed by the Association, and one (1) Trustee for each Fund shall be appointed by the CCIA.

SECTION 7. Allocation to Fringe Benefit Funds

The Union shall have the option to divert money from wages and from fund to fund except from the pension fund to any of the funds provided for in this Agreement upon thirty (30) days prior written notification to the Association.

ARTICLE XVI
DELINQUENT PAYMENTS

SECTION 1. The Employers who are adjudged delinquent by the Fund Trustees in their payments to the Health, Pension, Legal Services, Annuity, and Training Funds shall not have the privilege of employing Laborers under the terms of this Agreement if such payments have not been made after written

notice of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work. Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he must, in addition to remitting to the Funds for his past delinquencies, furnish a surety bond equal to the average of three previous months of contributions, rounded to the nearest thousand, but in no event less than ten thousand dollars (\$10,000) to the Trustees of each respective Fund as listed above. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer must be borne by the Employer involved.

In the event that a subcontractor does not make payment of wages, or contributions to the Fringe Benefit Funds enumerated in this Agreement and in accordance with the terms and conditions of this Agreement, then the Union will give the general contractor notice thereof as quickly as possible not later than thirty (30) days after the date payment was due. Upon notification from the Union, the general contractor agrees to hold any amounts due and owing to the subcontractor to satisfy the subcontractor's delinquency.

SECTION 2. In accordance with Section 5.02(g)(2) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employers on delinquent contributions to be the rate prescribed under Section 6621 of the Internal Revenue Code of 1954 (currently twelve percent [12%] per annum); and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted

under Federal or State law, plus reasonable attorney's fees and costs of the action.

ARTICLE XVII
CHECK OFF AND PAYROLL
DEDUCTION

SECTION 1. The Employer agrees to deduct two and one-half percent (2.5%) of the contractual wage and fringe benefit package plus an additional five cents (\$0.05) for each hour worked, from the weekly pay of each employee who shall have authorized such deduction in writing as provided in this Section. Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the authorization forms to be furnished to the Employer, as set forth below:

a. The two and one-half percent (2.5%) of the contractual wage and fringe benefit package shall be used as hourly membership dues to support the Local Unions and the Connecticut Laborers' District Council.

LIUNA
LOCAL UNION NO.
DUES DEDUCTION AUTHORIZATION

To all Employers by whom I am employed during the terms of the present or future collective bargaining agreements, either by and between signatory Connecticut contractor associations and the Connecticut Laborers' District Council and its affiliates, or by an Employer, not a member of said Associations, which has an individual collective bargaining agreement with the Connecticut Laborers' District Council and its affiliates.

REFERRAL CARD Date _____

Local Union No. _____ City _____

To: _____
Name of Company Project Site

This will introduce _____
Name

S.S.N. _____

Referred as a _____ per your request

Signature

**AUTHORIZATION FOR DUES
DEDUCTION**

I hereby authorize my Employer to deduct from my wages each week two and one-half percent (2.5%) of the contractual wage and fringe benefit package, effective the date of this authorization, for each hour worked to constitute what are known as the hourly deductions as part of my membership dues for said week to maintain my membership in good standing in the Union as a condition of employment. Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, New England Laborers' Labor Management Cooperation Trust Fund, Legal Services, Annuity, New England Health and Safety Fund, and Training Trust Fund contributions. This authorization and assignment shall continue in full force and effect whether or not I remain a member of the Union for a period of one year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever is sooner, and for any subsequent similar period thereafter unless revoked by me within fifteen (15) days immediately preceding such contract term or one year, whichever is sooner. The above revocation must be in writing, bear the date and my signature, and be delivered to the Union and to the Employer with whom I am then employed.

DUES DEDUCTION

Employee's Signature

b. Five cents (\$.05) of the amount provided in Section 1 shall be used as a voluntary contribution payable to the Laborers' Political League (LPL) to enable the Connecticut Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

**LABORERS' POLITICAL LEAGUE
DEDUCTION**

I further authorize the Employer to deduct the sum of five cents (\$.05) per hour for each hour worked as a voluntary contribution to the Laborers' Political League (LPL), which I understand constitutes a separate aggregate fund used for the purposes allowed under the Federal Election Campaign Act, 2 U.S.C. Section 441B.

The five cents (\$.05) per hour deduction authorization for contribution to the LPL is subject to revocation at any time. The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the Employer with whom I am then currently employed.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Training, Annuity, LMCT, Health and Safety, and Legal Services Trust Fund contributions. All such deductions shall be reported on one form, included in one check and sent along with all other funds provided for in this Agreement.

LABORERS POLITICAL LEAGUE

PAYROLL CHECK-OFF
AUTHORIZATION

I hereby authorize and direct each Employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck five cents (\$.05) for each hour worked every pay period and to remit such amount to the Laborers' Political League (LPL) at such times as other remittances are made to the Union.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to LPL are not conditions of membership in the Union or of employment with any Employer, that I have a right to refuse to sign this authorization and to contribute to LPL without reprisal and that LPL will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections. I also understand that this amount of money is merely a suggested guideline, that I am free to contribute more or less than this amount by any lawful means other than this check-off and that the Union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute.

This authorization shall remain in effect until revoked by me in writing. Contributions to the Laborers' Political League are not deductible as charitable contributions for federal income tax purposes.

Date Signature

Social Security Number

SECTION 2. Such authorization forms, deduction, practices and procedures enumerated in this Article shall be in compliance with the same requirements of all Federal and State laws and regulations regarding same, including Section 302(c) of the Labor Management Relations Act of 1947, as amended.

SECTION 3. The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits or other forms of liability arising out of the Employers' participation in or performance of the provisions of the Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Union.

SECTION 4. It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to the Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

SECTION 5. Any Employer who fails to file his reports and remit the deductions when same is due and payable shall be considered in violation of this Agreement and subject to penalties set forth in Article XV.

ARTICLE XVIII
ASSOCIATION CONSTRUCTION
INDUSTRIES PROGRAM

SECTION 1. The Employer agrees to pay to the Association, its successors or assigns, or designee the sum of ten cents (10¢) per hour for each payroll hour worked by each of its

employees covered by the terms of this Agreement.

SECTION 2. Payments to the Association are due and payable on or before the 20th day of the month next succeeding the month for which the sum is payable. The Employers' report of payments to the Association shall be incorporated on the monthly "Employer's Remittance Report" in use by the Connecticut Laborers' Pension Fund, or on such other report as the Association shall determine; such payments to be made by separate checks and sent at the same time and along with the contributions payable to the Connecticut Laborers' Pension Fund, or in such other manner as the Association shall determine. A copy of each monthly "Employer's Remittance Report", or other form as might be required by the Association, shall be forwarded to the Association whether it contains information concerning payments to the Association pursuant to this Article or not.

SECTION 3. The Union agrees to furnish the Association with the following: (a) a copy of every signed individual collective bargaining agreement and/or participation agreement and/or other acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement with each and every Employer not represented by the Association, hereinafter referred to as the "Independent Agreement", and (b) up-to-date lists, no later than monthly, of the names and addresses of all Employers signatory to an Independent Agreement for the types of work covered under this Agreement.

SECTION 4. The Union agrees to propose that all the provisions contained in this Article XVIII, Association Construction Industries Program, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association for companies

covered under such Independent Agreements shall not be less than the total hourly economic cost for Employers covered under this Agreement. In the event the total hourly economic costs for Employers covered under this Agreement are greater than the total hourly economic costs for any Employer covered under an Independent Agreement, all Employers covered under this Agreement shall have the option to equalize the total hourly economic cost as provided in such Independent Agreement but shall not thereby be relieved from making payments to the Association as provided in this Article XVIII.

SECTION 5. If the Union (Local Union or the Council) accepts or is a party to any Independent Agreement with any Employer for work covered under this Agreement that does not include all provisions of this Article XVIII, the Association shall have the option, in its sole discretion, to delete Article XVII, Check Off and Payroll Deduction, in its entirety from this Agreement (for all areas in the State of Connecticut or for solely the geographic territory of the Local Union that is signatory to the Independent Agreement that does not include all of the provisions of Article XVIII), and/or to delete this Article XVIII, Association Construction Industries Program, in its entirety from this Agreement, and to have all obligations contained in the deleted Article or Articles immediately cease and terminate.

SECTION 6. In consideration of the promises and obligations of employers to make contributions to the Association as provided for herein and to promote work opportunities for employers and employees working under this Agreement and in the construction industry, and in consideration of services to be directly and indirectly provided for such employers by the Association, as determined by the Association, and for the benefit of the construction industry generally, and for other good and valuable consideration (such

consideration which each employer hereby acknowledges by being bound to or signatory to this Agreement or an Independent Agreement) each employer agrees to all of the provisions of this Article XVIII and acknowledges that said contractual provisions were made for the express, direct and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement). Any or all provisions of this Article XVIII may be specifically enforced by the Association.

SECTION 7. In the event an employer elects not to contribute to the Association Program (IAP), then an additional payment in the same amount shall be contributed to the New England Laborers' Training Fund (NELTF). In the event an Employer elects to contribute to the IAP but fails to make such contributions, such contributions shall be deemed to be due and owing to the NELTF. In the event the Employer fails or refuses to make the contributions to the NELTF described above within the time provisions of Article XV, the collection provisions of Articles XV of the Agreement shall apply to such contributions. Should no election be made (or can be determined to have been made), any such contributions received timely shall be presumed to be to the IAP. An Employer may change its election of payment to or from the IAP or the NELTF upon sufficient notification. Neither the Union nor its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this Agreement to the IAP or (2) make such contributions to the NELTF rather than to the IAP.

ARTICLE XIX **CONSTRUCTION MANAGER**

SECTION 1. Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor or subject to the terms and conditions of the Agreement including the subcontracting provision, provided, however the signatory contractor shall not be deemed to be a general contractor or subject to the terms and conditions of the Agreement or bound to the subcontracting provision of the Agreement if: (1) said signatory contractor is an affiliated development company, or (2) said signatory contractor does not have the sole responsibility and authority to select and determine the retention of the subcontractor(s) on the job.

It is also understood that when a signatory contractor requests relief from the Agreement and this Interpretation, the Union (Local Union or the Council) may grant such relief and will deal with the request in good faith.

The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

ARTICLE XX **APPLICABILITY OF ARTICLES**

Articles I to VII inclusive, and Section 5 of Article XI, and Articles XIII and XVIII inclusive, shall apply to all work performed under both Subdivisions (A) and (B) of this Agreement.

ARTICLE XXI
MARKET RECOVERY AGREEMENT

This Agreement shall apply to all non-prevailing rate work bid on and after April 1, 2019. The Union, upon request of the Association or an Employer for private projects, may agree to apply this Market Recovery Agreement.

1. The wage rate shall be 90% of the basic hourly wage rate for Laborers.

If the Employer fails to notify the Connecticut Laborers' District Council the market recovery rate shall not apply.

2. Starting times shall be determined by the Employer.
3. Effective April 1, 2015, the Employer shall call the affiliated Local Union that has jurisdiction where the job is located to request the market recovery provision. The Local Union must approve all requests for market recovery.

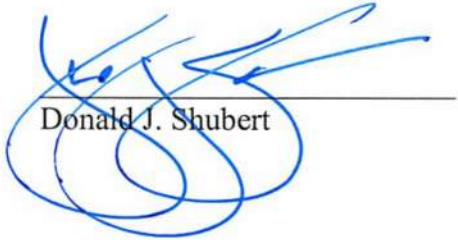
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ARTICLE XXII
DURATION OF AGREEMENT

SECTION 1. The terms and conditions of this Agreement shall be effective April 1, 2019, and shall continue in full force and effect through midnight on March 31, 2023, and from year to year thereafter unless either party at least sixty (60) days prior to March 31, 2023, or any year thereafter, gives notice in writing by facsimile and first class U.S. mail or certified mail to the other party of its intention to terminate this Agreement and requests that negotiations be entered into for its modification, Amendment or a successor Agreement, and, in the event that the parties hereto cannot reach an agreement at least thirty (30) days prior to March 31st of any year, such party shall give notices of the failure to reach such agreement to the U.S. Federal Mediation Service and the Connecticut Board of Conciliation and Arbitration.

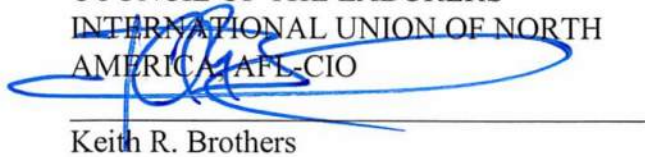
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the 17th day of April, 2019.

CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.



Donald J. Shubert

CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA AFL-CIO



Keith R. Brothers

April 1, 2019

MEMORANDUM OF AGREEMENT

It is agreed and understood by and between the Connecticut Construction Industries Association, Inc., (the Association), the Connecticut Laborers' District Council (the Union) of the Laborers' International Union of North America, AFL-CIO, LIUNA, and LIUNA that:

Notwithstanding any provisions of the April 1, 1977, through March 31, 2019 Agreements by and between the Association and the Union, the 2019-2023 Agreement, or any successor Agreement thereto, it is agreed that the provisions of Article XVII, Check Off and Payroll Deduction, and Article XVIII, Association Construction Industries Program, shall be incorporated without change, except by mutual consent of the parties, in each and every collective bargaining agreement entered into by and between the Association and the Union, their successors or assigns, during the period from April 1, 1977, through March 31, 2023. Should a court of competent jurisdiction, including appeals courts, determine that any provisions of Article XVII and/or Article XVIII of the Agreement are not enforceable, the Association and the Union shall mutually agree to amend such provisions to most nearly conform with the intent of the parties so that the purposes of Article XVII and Article XVIII of the Agreement can be lawfully accomplished.

CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.



Donald J. Shubert

CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LIUNA, AFL-CIO



Keith R. Brothers

LETTER OF AGREEMENT

April 1, 2019

The following is agreed to by the parties to the Laborers Heavy & Highway Agreement effective April 1, 2019.

1. Article IX Heavy and Highway Construction Industries and Appendix A

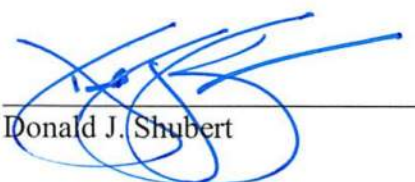
Either the Local Union or the District Council will not enforce any of the jurisdiction described in these paragraphs so long as the work is contained in any other Union Agreement or assigned to any other Union:

Article IX, Section 1 – “The Employer agrees to assign all such work to only employees covered by this Agreement.”

Appendix A – “, and shall be assigned and performed by members of the bargaining unit.”

2. It is also agreed to and understood that this Agreement contains no manning requirements and that the Employer is the judge as to how many employees, or whether any employee, is to be assigned or is to perform any task or function.

CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.



Donald J. Shubert

CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO



Keith R. Brothers

APPENDIX A
INCORPORATED BY REFERENCE

Craft Jurisdictional claims of the Laborers' International Union of North America define the work as set forth, and shall be assigned and performed by members of the bargaining unit:

Tenders - The preparing of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, motorized buggies, or other motorized unit used for such purpose.

Unloading, handling, and distributing of all materials from point of delivery to stockpiles and from stockpiles to approximate point of installation, regardless of mode and method.

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

Cleaning and clearing of all debris to include the removal of surplus material within the confines of the construction area. The general cleanup, including sweeping, cleaning, washdown and wiping in the construction area, equipment and furnishings and removal, and loading or burning of all debris including crates, boxes, packaging waste material.

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

Scaffolds: - Erection, planking and removal of all scaffolds for bricklayers, masons and other construction trade crafts. Building, planking

or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof, shall be done by the Laborers.

Excavations and Foundations
Site Preparation and Clearance
Transportation and Transmission Lines:

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

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables, including the operation of self-propelled compactor whether rolling or pan type.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods including chain saws. Blasting for all purposes, such as stumps, rocks, general demolition. Felling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off-bearers, lumber handles and all Laborers connected with on-site portable sawmill operations connected with cleaning. Erection, dismantling and/or reinstallation of

all fences. Clean-up of right-of-way, including tying-on signaling, stacking of brush, trees or other debris, and burning where required. All filling of sand bags, handling timber and loading and unloading of same.

Concrete, Bituminous Concrete and Aggregates:

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work, building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking of the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, including concrete pumping machines and the handling of all pipes and hoses attached thereto, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling, and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

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

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction, regardless of mode or method.

(d) The stripping of forms, other than panel forms, which are to be re-used in their original form, and the stripping of forms on all flat arch work, leaving a flat surface.

The moving, cleaning, oiling and carrying of all forms to the next point of erection, whether done manually or with power equipment.

The snapping of wall ties and removal of tie rods. Handling, placing, and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning.

Streets, Ways, and Bridges: Work in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. The installation of fence or guard rail and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, bridges, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete when used as paving

material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls, such as stone, wood, metal, concrete or other material, and the preparation of surfaces to receive same.

Trenches, Manholes, Handling and Distribution of Pipe, etc.:

Cutting of streets and ways for laying of pipes, cables or conduits, box culverts, man holes, hand holes, catch basins for all purposes; digging of trenches, manholes, etc: handling and conveying all materials; concreting, backfilling, compacting, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes new hand holes, catch basins, box culverts and leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, and all precast structures, including placing, setting and removal of skids, cribbing, driving of sheet piling when driven by hand-powered tools or any other method, lagging and shoring of all ditches, trenches and manholes catch basins, hand holes and box culverts. Handling, mixing or pouring of concrete and the handling and placing of other materials for

saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads and streets, etc. and/or restoration of lawns and landscaping, including the handling, placing and installation of all precast structures, appurtenances thereto and all concrete planking.

Shafts and Tunnels, Subways and Sewers:

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects, and airports. All underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pumpcreting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields, and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above, and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes.

Compressed Air: In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners,

brakemen, miners' helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement operators, power knife operators, erector operators, key-board operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jet-gunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

Sewers, Drains, Culverts, Multiplate, Water Pipe, Culverts & Multiplate:

Unloading, sorting, stockpiling, wrapping, coating, treating, handling distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe, ductile iron, carbon steel, plastic, concrete, steel, steel lined concrete and other pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision.

Laying, leveling and making of the joint of all multipurpose pipe or multi-cell conduit.

Cutting of holes in walls, footings, piers or other obstructions from the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

The laying and connecting, loading, unloading, sorting stockpiling wrapping, coating, treating handling and distribution of all water mains, non-dedicated fire protection pipe lines and all related work to a point inside the building.

Underpinning, Lagging, Bracing, Propping, and Shoring:

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

Hydraulic Drills / Drilling and Blasting:

All work involving hydraulic drills, drilling, jack hammering and blasting except drills used in quarries, demolition robots, and rubber tired drills. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding

charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signal Men / Sign Patterns:

Signal men on all construction work defined herein, including traffic control signalmen at construction sites where policemen are not required. The placement of all sign patterns required for the project shall be the work of the laborer in its entirety, except where the driver is required to hold a Commercial Driver License.

General Excavation and Grading:

The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith.

General:

Material yards, junk yards, asphalt plants, concrete product plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewer and water lines, and all maintenance work and work of an unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, parks, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers, and cleaners.

Pits, Yards, Quarries, etc.:

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits

and other similar plants, including temporary and portable batching plants.

Wrecking / Demolition:

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

Railroad Track Work:

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

Use of Tools:

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or

equipment necessary for the performance of work described herein.

Forklift:

Forklifts shall be assigned to the Laborer for intermittent use when there is a qualified Laborer available to move material as needed.

Natural Gas Distribution Systems
Pipeline Installation Work - Main &
Services

Joining and Fusing:

All work related to the installation of main, service and meter in the distribution system; inspecting and repairing pipes applying pipe coating for atmospheric corrosion; installing / replacing anodes on pipeline and casing. All work repairing distribution line leaks. The unloading and sorting of gas pipes. Cutting, saw cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. The hand digging of trenches, ditches, leveling, grading, backfilling and compaction. All work of pipe installation for main and service; the use of pneumatic piercing tools or dead insertion.

The purging of pipeline into or out of service, performing pressure tests; stopping gas flow using squeeze-offs, stop-offs and bypass systems with the use of tapping equipment. Joining and fusing of natural gas distribution systems; hydraulic fusion, butt fusion, saddle fusion, socket fusion, coupling fusion and the mechanical joining of pipe. Employees must be properly trained, certified and qualified to do the work.

Weather Protection:

All weather protection and placing of canvas, tarps, polyethylene or insulated blankets shall be the work of the Laborer in its entirety, except on panel systems.

Miscellaneous:

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

SCHEDULE I

Companies bound to the 2019-2023 Collective Bargaining Agreement between the Connecticut Construction Industries Association, Inc., and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO.

Schedule I, which identifies all the Companies presently represented by the Association and bound to this Agreement, and Schedule II, which describes the territorial jurisdiction of all the Local Unions represented by the Council and bound to this Agreement, shall become a part of and attached to the Agreement reached between the parties, and the Association agrees to notify the Council when modifications are made in Schedule I, and the Council agrees to notify the Association when modifications are made in Schedule II.

All-State Silt Fencing Co., Inc.
PO Box 322
Southington, CT 06489

Brunalli Construction Company, The
109 Summer Street
Southington, CT 06489

A & M Fence & Guardrail LLC
30 Northeast Industrial Road
Branford, CT 06405

Burns Construction Company, Inc.
300 Sperry Avenue
Stratford, CT 06615

Arborio Corporation
231 Shunpike Road
Cromwell, CT 06416

C.J. Fucci, Inc.
63 Russell Street
New Haven, CT 06513

Baier Construction Company, Inc.
50 East DudleyTown Road
Bloomfield, CT 06002

Cardi Corporation
400 Lincoln Avenue
Warwick, RI 02888

Baltazar Contractors, Inc.
83 Carmelina's Circle
Ludlow, MA 01056

Carlin Contracting Company, Inc.
454 Boston Post Road
PO Box 300
Waterford, CT 06385

Blakeslee Arpaia Chapman, Inc.
200 North Branford Road
Branford, CT 06405

CT Paving LLC
678 Cromwell Ave.
Rocky Hill, CT 06067

Bond Brothers, Inc.
370 James St., Suite 405
New Haven, CT 06513

Danella Construction Corp. of NY
80 Business Park Drive, Suite 200
Armonk, NY 10504

Brito Enterprises, Inc. /
C. Brito Construction Co., Inc.
101 Tupelo Street
Bristol, RI 02809

E.E. Cruz & Company, Inc.
32 Avenue of the Americas, 13th Floor
New York, NY 10013

Empire Paving, Inc.
30 Bernhard Road
North Haven, CT 06473

Galasso Materials LLC
60 South Main Street
PO Box 1776
East Granby, CT 06026

Garrity Asphalt Reclaiming, Inc.
22 Peters Road
Bloomfield, CT 06002

Hartland Building & Restoration Co., The
PO Box 614
East Granby, CT 06026

I-84 Constructors JV
130 Scott Road
Waterbury, CT 06705

John J. Brennan Construction Co., Inc., The
70 Platt Road, PO Box 788
Shelton, CT 06484

Kiewit Infrastructure Co.
470 Chestnut Ridge Road, 2nd Floor
Woodcliff Lake, NJ 07677

King Construction, Inc.
16 Northwood Drive
Bloomfield, CT 06002

Lane Construction Corporation, The
90 Fieldstone Court
Cheshire, CT 06410

Loureiro Contractors, Inc.
100 Northwest Drive
Plainville, CT 06062

MD Drilling & Blasting, Inc.
88 Gold Ledge Avenue, Suite 2
Auburn, NH 03032

Manafort Brothers, Inc.
414 New Britain Avenue
Plainville, CT 06062

Mather Corporation, The
21 West Dudley Town Road
Bloomfield, CT 06002

Moretrench American Corporation
100 Stickle Ave.
Rockaway, NJ 07866

M & P Pipe Jacking Corporation
173 Pane Road
Newington, CT 06111

NAC Industries Inc.
112 Hurley Road
Oxford, CT 06478

Northeastern Clearing Inc.
1675 Saybrook Road
Middletown, CT 06457

O&G Industries, Inc.
112 Wall Street
Torrington, CT 06790

John Olender Corporation
23 Industrial Park Road East
Tolland, CT 06084

Paganelli Construction Corporation
51 Lawnacre Road
Windsor Locks, CT 06096

Quaker Corporation, The
PO Box 368
Cheshire, CT 06410

ROTHA Contracting Company, Inc.
40 Waterville Road
Avon, CT 06001

Special Breaks LLC
312 Mill Street
Southington, CT 06489

SPS New England, Inc.
98 Elm Street
Salisbury, MA 01952

Star Construction Corporation
40 Embree Street
Stratford, CT 06615

Tilcon Connecticut Inc.
PO Box 1357
New Britain, CT 06050

Tutor Perini Corporation
1000 Main Street
New Rochelle, NY 10801

Waters Construction Company, Inc.
300 Bostwick Avenue
Bridgeport, CT 06605

White Contracting Co., J.F.
10 Burr Street
Framingham, MA 01701

White Contracting, J.F./Empire
Paving JV
16 Union Avenue
Westfield, MA 01085

Yonkers Contracting Co., Inc.
969 Midland Avenue
Yonkers, NY 10704

SCHEDULE II
TERRITORIAL JURISDICTION OF LOCAL UNIONS

Norwalk, Local #146

43 North Avenue, Norwalk, Connecticut 06851
Telephone: 203-943-2167

Territory: Norwalk, Weston, Westport, Wilton, Greenwich, Darien,
New Canaan, Stamford

Hartford, Local #230

475 Ledyard Street, Hartford, Connecticut 06114
Telephone: 860-296-9621

Territory: Tolland, Windham and Hartford (with the exception of Berlin, Bristol, East Berlin, Forestville, Kensington, Milldale, New Britain, Newington, Plainville, Plantsville, Rocky Hill, and Southington) Barkhamsted, Bethel, Bethlehem, Bridgewater, Brookfield, Canaan, Colebrook, Cornwall, Danbury, Georgetown, Goshen, Harwinton, Kent, Lakeville, Litchfield, Morris, New Fairfield, New Hartford, New Milford, Newtown, Norfolk, North Canaan, Redding, Ridgefield, Salisbury, Sharon, Sherman, Torrington, Warren, Washington, West Redding, Winchester, Winsted

New Haven, Local #455

3 Baer Circle, East Haven, Connecticut 06512
Telephone: 203-467-5500

Territory: Ansonia, Bethany, Branford, Derby, East Haven, Guilford, Hamden, Madison, Meriden, New Haven, North Branford, North Haven, Northford, Orange, Seymour, Wallingford, West Haven, Woodbridge, Yalesville,

New London, Local #547

268 Thomas Road, Groton, Connecticut 06340
Telephone: 860-448-2577

Territory: Baltic, Canterbury, Central Village, Chester, Colchester, Deep River, East Lyme, Essex, Franklin, Groton, Ivoryton, Jewett City, Lebanon, Lyme, Montville, Moosup, New London, North Stonington, Norwich, Occum, Old Lyme, Old Saybrook, Pawcatuck, Plainfield, Salem, Stonington, Taftville, Versailles, Voluntown, Waterford, Wauregan, Westbrook, Yantic and Fishers Island, New York

SCHEDULE II, continued

New Britain, Local #611

P.O. Box 1123, New Britain, Connecticut 06050
Telephone: 860-828-4023

Territory: Bashan, Beacon Falls, Berlin, Bristol, Cheshire, Clinton, Cobalt, Cromwell, Durham, East Haddam, East Hampton, Forestville, Haddam, Haddam Neck, Higganum, Killingworth, Kensington, Little Haddam, Middlebury, Middle Haddam, Middlefield, Middletown, Milldale, Millington, Moodus, Naugatuck, Newington, New Britain, North Plain, Oxford, Plainville, Plantsville, Portland, Prospect, Rocky Hill, Roxbury, Southbury, Southington, Terryville, Thomaston, Waterbury, Watertown, Wolcott, Woodbury

Bridgeport, Local #665

269 Federal Street, Bridgeport, Connecticut 06606
Telephone: 203-335-7943

Territory: Bridgeport, Devon, Easton, Fairfield, Milford, Monroe, Shelton, Southport, Stratford, Trumbull

Letter of Understanding

Pension Reform Legislation

This confirms the understanding between Connecticut Construction Industries Association, Inc. and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, concerning federal pension reform legislation.

If, during the term of the parties' collective bargaining agreement (April 1, 2019 through March 31, 2023), the federal government enacts pension reform legislation, either party may reopen such collective bargaining agreement upon mutual agreement of the parties for the limited purpose of addressing the impact of such government action on the agreement.

If the agreement is reopened for this limited purpose, all other provisions of the agreement will remain in effect.

Executed this 17th day of April, 2019.

Connecticut Laborers' District Council of the Laborers' International Union of North America,
AFL-CIO

By  _____

Connecticut Construction Industries Association, Inc.

By  _____

Letter of Understanding

Prevailing Wage Laws

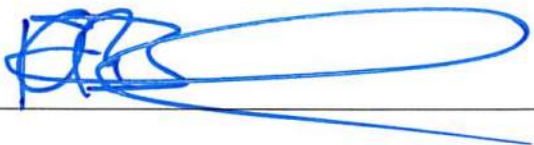
This confirms the understanding between Connecticut Construction Industries Association, Inc. and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, concerning prevailing wage laws.

If, during the term of the parties' collective bargaining agreement (April 1, 2019 through March 31, 2023), the State of Connecticut revises its prevailing wage laws, either party may reopen such collective bargaining agreement upon mutual agreement of the parties for the limited purpose of addressing the impact of such government action on the agreement.

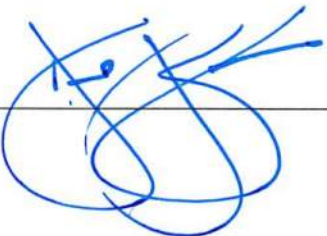
If the agreement is reopened for this limited purpose, all other provisions of the agreement will remain in effect.

Executed this 17th day of April, 2019.

Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO

By  _____

Connecticut Construction Industries Association, Inc.

By  _____

Letter of Understanding

Health Care Laws

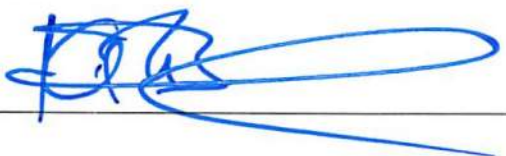
This confirms the understanding between Connecticut Construction Industries Association, Inc. and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, concerning health care laws.

If, during the term of the parties' collective bargaining agreement (April 1, 2019 through March 31, 2023), the federal or state government adopts material changes to health care laws, either party may reopen such collective bargaining agreement upon mutual agreement of the parties for the limited purpose of addressing the impact of such government action on the agreement.

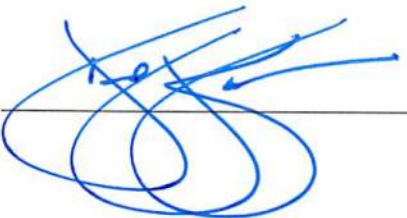
If the agreement is reopened for this limited purpose, all other provisions of the agreement will remain in effect.

Executed this 17th day of April, 2019.

Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO

By  _____

Connecticut Construction Industries Association, Inc.

By  _____

Letter of Understanding

Subcontracting

This confirms the understanding between the Connecticut Construction Industries Association, Inc. and the Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, concerning subcontracting relief for DBE/MBE and small businesses.

During the term of this CBA, signatory contractors may seek relief from the subcontracting provisions contained in Article II, Section 7 when required to use DBE/MBE and small businesses subcontractors. To obtain subcontracting relief in this limited circumstance, the Employer must contact the Business Manager of the District Council and explain why such relief is necessary. An appropriate request for relief will not be unreasonably denied by the District Council.

To support the needed efficiencies required by the Employers in this regard, the District Council may prepare a list of signatory subcontractors to be circulated to Employers.

Executed this 17th day of April, 2019.

Connecticut Laborers' District Council of the Laborers' International Union of North America, AFL-CIO

By  _____

Connecticut Construction Industries Association, Inc.

By  _____

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APPENDIX B
LABORERS' ANNUAL WAGE & CONTRIBUTIONS

The following Employer fund contributions shall be in effect during the term of this agreement.

Wages (Journeyman)

04/07/19 – 04/04/20	\$30.75
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Connecticut Laborers' Health Fund

04/07/19 – 04/04/20	\$10.59
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Connecticut Laborers' Pension Fund

04/07/19 – 04/04/20	\$6.04
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

Connecticut Laborers' Annuity Fund

04/07/19 – 04/04/20	\$3.10
04/05/20 – 04/03/21	TBD
04/04/21 – 04/02/22	TBD
04/03/22 – 03/31/23	TBD

New England Laborers' Training Trust Fund

04/07/19 – 04/04/20	\$0.70
04/05/20 – 04/03/21	\$0.70
04/04/21 – 04/02/22	\$0.70
04/03/22 – 03/31/23	\$0.70

Connecticut Laborers' Legal Services Fund

04/07/19 – 04/04/20	\$0.26
04/05/20 – 04/03/21	\$0.26
04/04/21 – 04/02/22	\$0.26
04/03/22 – 03/31/23	\$0.26

New England Laborers' Management Cooperation

Trust Fund

04/07/19 – 04/04/20	\$0.15
04/05/20 – 04/03/21	\$0.15
04/04/21 – 04/02/22	\$0.15
04/03/22 – 03/31/23	\$0.15

New England Laborers' Health and

Safety Fund

04/07/19 – 04/04/20	\$0.15
04/05/20 – 04/03/21	\$0.15
04/04/21 – 04/02/22	\$0.15
04/03/22 – 03/31/23	\$0.15

Association Program

04/07/19 – 04/04/20	\$0.10
04/05/20 – 04/03/21	\$0.10
04/04/21 – 04/02/22	\$0.10
04/03/22 – 03/31/23	\$0.10

Totals:

<u>Effective Date</u>	<u>Total Increase</u>	<u>Contributions</u>	<u>Total Package</u>
04/07/19 – 04/04/20	\$1.44	\$21.09	\$51.84
04/05/20 – 04/03/21	\$1.56	TBD	\$53.40
04/04/21 – 04/02/22	\$1.60	TBD	\$55.00
04/03/22 – 03/31/23	\$1.65	TBD	\$56.65

Connecticut Laborers' District Council

Administrative Dues Deduction

04/07/19 – 04/04/20	\$1.30
04/05/20 – 04/03/21	(TBD)
04/04/21 – 04/02/22	(TBD)
04/03/22 – 03/31/23	(TBD)

Laborers' Political League Deduction

04/07/19 – 04/04/20	\$0.05
04/05/20 – 04/03/21	\$0.05
04/04/21 – 04/02/22	\$0.05
04/03/22 – 03/31/23	\$0.05

APPENDIX C

INCORPORATED BY REFERENCE

Privately Funded Residential & Mixed Use Wood-Frame Construction Memorandum of Agreement

Privately Funded Residential & Mixed Use Wood-Frame Construction Memorandum of Agreement

This Memorandum of Agreement is made by and among the Massachusetts & Northern New England Laborers' District Council, the Rhode Island Laborers' District Council, the Connecticut Laborers' District Council, and their affiliated Local Unions ((hereinafter collectively referenced as either the "Unions" or the "District Councils")) and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., The Building Trades Employers Association of Boston and Eastern Massachusetts, Inc., the Rhode Island Chapter of the Associated General Contractors of America Inc. (Labor Relations Division), and the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc. ((hereinafter collectively referenced as "the Associations")). This Memorandum of Agreement shall be incorporated into the above parties' Building and Site Construction Agreements (with the Massachusetts Agreement having effective dates of June 1, 2016 through May 31, 2020 (Massachusetts Agreement); with the Rhode Island Agreement having effective dates of June 1, 2013 through May 31, 2018 Rhode Island Agreement); and with the Connecticut Agreement having effective dates of April 1, 2015 through May 31, 2019) (Connecticut Agreement). (The above Agreements are hereinafter collectively referenced as the parties' "Collective Bargaining Agreements" or "CBAs").

WHEREAS, The above parties have agreed to extend to their Contractors the option of participating in the privately funded residential and mixed use wood-frame construction markets. This option applies to the above three (3) states without requiring signatory Contractors to execute additional general construction agreements to which they are not currently signatory; and

WHEREAS, The Laborers' International Union of North America has spearheaded organizational campaigns in the wood-frame and residential sectors of our industry, and other Building Trade Unions, such as the Painters, the Carpenters and the Plumbers, have agreed during their recent negotiations to reduced pay and benefit packages for certain wood-frame and/or residential construction projects; and

WHEREAS, the District Councils and the Associations herein have agreed to the following standards for privately funded residential and mixed use wood-frame construction.

The parties hereto agree as follows:

1. It is agreed by the above District Councils and Associations that this Memorandum of Agreement shall be incorporated into, and become part of, each of the parties' above respective Collective Bargaining Agreements and shall apply to all privately-funded building projects that primarily involve new wood frame and/or light gauge steel construction along with other improvements to existing wood frame residential and

mixed use residential buildings with the following limitations. The new and existing wood-frame and/or light gauge steel construction and other improvements covered by this Memorandum shall be limited to the height and area limitations for new construction, and for the renovation of existing structures, as permitted under the Massachusetts, Rhode Island and Connecticut State Building Codes for Type Five A & B Construction (Type V-A & Type V-B Construction), and as outlined in Table 503 of the International Building Code as incorporated into the above State Building Codes.

2. Except as specifically modified by this Memorandum of Agreement, the terms and conditions of each of the parties' Collective Bargaining Agreements shall apply exclusively to all wages, benefits, hours, working conditions for all work performed under this Memorandum of Agreement within the territorial jurisdiction of each of the parties' Collective Bargaining Agreements.
3. It is further agreed by the District Councils and the Associations that this Memorandum of Agreement shall not apply to the following projects unless specifically allowed in writing by the Business Manager of the District Council, having territorial jurisdiction over said project, in accordance with the procedure outlined in Section 5 below:
 - a. Prevailing Wage Projects, and
 - b. Projects owned, and/or sponsored, by any level of Government, including tax incentive projects providing significant relief, and
 - c. Casino Gaming Projects along with any casino-affiliated Hotels, and
 - d. Any site package that is separately valued in excess of one million (\$1,000,000) dollars, and
 - e. Power Plant Construction Projects, and
 - f. Heavy & Highway Projects, and
 - g. Educational and/or Medical Institution Projects, and
 - h. Medical Facilities Projects, and
 - i. Pharmaceutical and Biotechnology Projects, and
 - j. Projects covered by a Project Labor Agreement (PLA), and
 - k. Tunnel Projects, and
 - l. Demolition Projects involving the complete and total takedown of the subject building and/or structure (to be separately reviewed with Wreckers' Local 1421) and
 - m. Any Project determined by the Business Manager of the District Council, after consultation with the Local Union Business Manager having geographic jurisdiction over the project, to not be eligible for the application of this MOA and to be more appropriately covered by the parties' Collective Bargaining Agreement.

The parties further agree that the above Section 2 list of exceptions to this Memorandum of Agreement shall be fully covered by all of the terms and conditions of the above Collective Bargaining Agreement having territorial jurisdiction over the project, including the referenced wage and benefit schedules, and not subject to this Memorandum of Agreement.

4. It is further agreed by the Union and the Associations that, in addition to the current "Coverage and Description of Laborers' Work" "Trade Autonomy", and "Labor Policy" sections and subsections of the parties' above Collective Bargaining Agreements, for the private work exclusively covered by this Memorandum of Agreement, the parties recognize the following additional classification of "Laborer Construction Specialist" in each of the above Collective Bargaining Agreements. The parties agree that the "Laborer Construction Specialist" shall perform any and all non-traditional manual or semi-skilled work and/or tasks required by the signatory contractor to be performed by Laborers, and shall be paid no less than the wage and benefit rates established herein for all hours worked.
5. Signatory Contractors may request any of the relief provided pursuant to the provisions of Article XXVIII, Market Recovery and Retention Committee, of the Massachusetts Agreement, Article XIX Market Recovery and Retention Committee of the Rhode Island Agreement, and/or Market Recovery – Letter of Understanding of the Connecticut Agreement. Additional relief, on a project-by-project basis, may be granted District Council Business Manager, after consultation with the Local Union Business Manager having geographic jurisdiction over the project, and such additional relief shall not be subject to the provisions of Article XXVII, Favored Nations Clause, of the Massachusetts Agreement, Article II, Section 8, Favored Nations Clause, of the Rhode Island Agreement, and/or Article II, Section 9, Favored Nations Clause, of the Connecticut Agreement.
6. Any disputes as to the applicability of this Memorandum of Agreement are to be exclusively resolved by the District Council Business Manager having State geographic jurisdiction over the project, after consultation with the Local Union Business Manager having local geographic jurisdiction over the project, within ten (10) business days. Any such decisions shall apply to only that particular project which was considered by the above District Council Business Manager and shall be final, binding and conclusive on all parties signatory to this Memorandum of Agreement including the Local Union Business Manager(s) having any involvement or interest in the project.
7. An Industry Subcommittee, established by the parties, shall develop the Apprenticeship Requirements and Guidelines to be utilized under this Memorandum of Agreement.

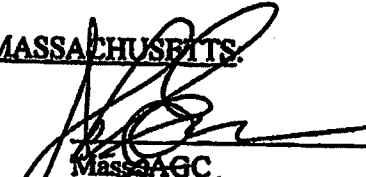
8. The Wage and Benefit rates, for work performed pursuant to this Memorandum of Agreement, are attached as "Appendix B" and hereby incorporated into the parties' Collective Bargaining Agreement for all hours worked pursuant to this Memorandum of Agreement.
9. It is agreed that, effective upon the execution of this Memorandum of Agreement and through the termination date of the parties' Collective Bargaining Agreements, the District Councils and the Associations may mutually agree to modify, amend or suspend this Memorandum of Agreement as they mutually deem appropriate.
10. The effective date of this Privately Funded Residential & Mixed Use Wood-Frame Construction Memorandum of Agreement shall be May 1, 2018.

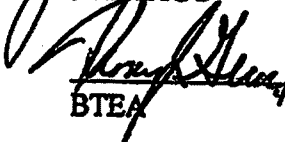
Signed and sealed by us as indicated:

For the Associations:

For the District Councils:

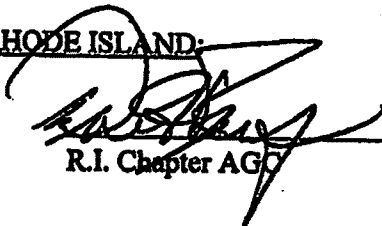
MASSACHUSETTS:


 Mass AGC
 14/26/18
 Dated


 BTEA
 15-1-18
 Dated

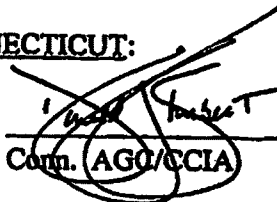

 M&N NELDC
 15/4/18
 Dated

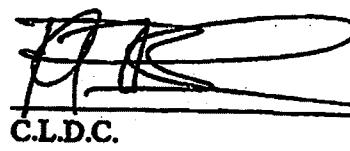
RHODE ISLAND:


 R.I. Chapter AGC
 17-1-18
 Dated


 R.I.L.D.C.
 17/1/18
 Dated

CONNECTICUT:


 Conn. AGC/CCIA
 19/5/18
 Dated


 C.L.D.C.
 8/7/18
 Dated

APPENDIX B

APPENDIX B

Massachusetts - Statewide:

ZONE – 1 (For all work performed under this MOA within the Territory listed under “Zone 1” (Page 67) of the parties’ Massachusetts CBA)

	<u>12/1/2017</u>	<u>12/1/2018</u>	<u>6/1/2019</u>	<u>12/1/2019</u>
INCREASE	---	0.50	0.50	0.50
Wage	30.50			
H & W	7.70			
Pension				
Annuity	3.30			
Nell-MCT				
U/T	0.05			
Training	0.25			
Legal				
H & S				
MCAP	0.10			
Total	41.90	42.40	42.90	43.40
Dues	(0.60)	(0.60)	(0.60)	(0.60)
LPL	(0.07)	(0.07)	(0.07)	(0.07)

ZONE – 2 (For all work performed under this MOA within the Territory listed under “Zone 2” (Page 68) of the parties’ Massachusetts CBA)

	<u>12/1/2017</u>	<u>12/1/2018</u>	<u>6/1/2019</u>	<u>12/1/2019</u>
INCREASE	---	0.50	0.50	0.50
Wage	25.50			
H & W	7.70			
Pension				
Annuity	2.90			
Nell-MCT				
U/T	0.05			
Training	0.25			
Legal				
H & S				
MCAP	0.10			
Total	36.50	37.00	37.50	38.00
Dues	(0.60)	(0.60)	(0.60)	(0.60)
LPL	(0.07)	(0.07)	(0.07)	(0.07)

ZONES – 3 & 4 (For all remaining work performed under this MOA within the Territories covered by the Building and Site Agreements entered into by and between the General Contractor’s Association of Pittsfield Massachusetts and Local 473 (Pittsfield, Mass.) and by and between the Construction Industry Association of Western Massachusetts, Inc. and Local 596 (Holyoke, Mass.) and Local 999 (Springfield, Mass.))

	<u>6/1/2017</u>	<u>12/1/2018</u>	<u>6/1/2019</u>	<u>12/1/2019</u>
INCREASE	---	0.50	0.50	0.50
Wage	20.50			
H & W	7.70			
Pension				
Annuity	2.90			
Nell-MCT				
U/T	0.05			
Training	0.25			
Legal				
H & S				
MCAP	0.10			
Total	31.50	32.00	32.50	33.00
Dues	(0.60)	(0.60)	(0.60)	(0.60)
LPL	(0.07)	(0.07)	(0.07)	(0.07)

Rhode Island – Statewide:

	<u>6/1/2017</u>	<u>12/1/2017</u>	<u>6/1/2018</u>	<u>12/1/2018</u>	<u>6/1/2019</u>	<u>12/1/2019</u>
INCREASE	—	—	0.50	0.50	0.50	0.50
Wage	23.50					
H & W	9.60					
Pension						
Annuity	2.50					
Nell-MCT						
U/T						
Training	0.25					
Legal	0.15					
H & S						
RI AGC – IAF	0.25					
Total	35.95	41.35	41.85	42.35	42.85	43.35
Dues	(0.60)	(0.60)	(0.60)	(0.60)	(0.60)	(0.60)
LPL	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)

Connecticut – Statewide:

	<u>6/1/2017</u>	<u>12/1/2017</u>	<u>6/1/2018</u>	<u>12/1/2018</u>	<u>6/1/2019</u>	<u>12/1/2019</u>
INCREASE	---	---	0.50	0.50	0.50	0.50
Wage	23.35					
H & W	10.59					
Pension						
Annuity	1.40					
Nell-MCT						
U/T						
Training	0.25					
Legal	0.26					
H & S						
AGC/CCIA – Building IAF	0.10					
Total	35.95	41.35	41.85	42.35	42.85	43.35
Dues	(0.60)	(0.60)	(0.60)	(0.60)	(0.60)	(0.60)
LPL	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)

**Principle Labor Agreement
Between**

**Local Union No. 35,
International Brotherhood of Electrical Workers**

and

**Connecticut Chapter,
National Electrical Contractors Association, Inc.**

June 1, 2018 – May 31, 2023

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Principal Labor Agreement

Agreement by and between the Connecticut Chapter, National Electrical Contractors Association, Inc. (NECA), and Local Union No. 35, I.B.E.W.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Connecticut Chapter of NECA, and the term "Union" shall mean Local Union No. 35, I.B.E.W.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

Basic Principals

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows.

Article I

Effective Date – Changes – Grievances - Disputes

Section 1.01 This agreement shall take effect June 1, 2018, and shall remain in effect until May 31, 2023 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 01, through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decision shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Article II

Employer Rights - Union Rights

Section 2.01 Any electrician while employed as a contractor operating under the terms of this Agreement shall not perform electrical contracting work.

Section 2.02 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.03 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement, shall as a condition of employment, maintain their membership in the Union during the term of this Agreement and all employees who become members of the Union shall as a condition of employment, maintain their membership in the Union during the term of this Agreement from and after the thirty-first day following their employment or the effective date of this Agreement, whichever is later.

Section 2.04 Certain qualifications, including but not limited to the following knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. An Employer who contracts for electrical work must be a person, firm or corporation maintaining a permanent place of business. This place of business shall not be connected with or be a part of domestic or residential establishment with a business telephone and open to the public during normal business hours. It is further understood that an Employer is an individual, partnership or corporation, or is a full time Executive Employee, engaged in Electrical Contracting within the jurisdiction of Local Union #35. The Employer must have a suitable financial status to meet payroll requirements and must meet compensation requirements and must employ not less than one (1) Journeyman

continuously. The Employer may work with the tools in the capacity of a Journeyman-Wireman, in certain instances and in case of an employer partnership only one partner will be allowed to work with tools.

Section 2.05 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.06 For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the State of Connecticut, Social Security and such other protective insurance as may be required by the laws of the State of Connecticut and shall furnish satisfactory proof of such to the Union through filing with the Union annually, photostat copies of protective insurance along with proof of payment of such insurance. The individual Employer shall also make contributions to the Connecticut Unemployment Compensation Commission. Additionally, all vehicles that are owned, leased, or used by the Employer shall be insured. The Employer shall also furnish to the Union a certificate of Insurance for coverage of such employees.

Section 2.07 The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.08 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decide to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 2.09 When such a removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Section 2.10 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this

Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.11 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or any work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.12 Except for the license fee that may be required of Journeyman Electricians by the State of Connecticut, the Employer agrees to reimburse the employee for the cost of any other license necessary to enable him to perform work for the Employer in other cities or towns within the jurisdiction of the Union and for renewals when work for the Employer extends beyond the expiration of original license.

Section 2.13 (a) The Union has the right to appoint a Steward to any shop, or on any job where workmen are employed under the terms of this Agreement. The Steward shall be assigned regular working duties by the Employer. Under no circumstances shall the Steward be discriminated against by any Employer or his representative for the faithful performance of his duties as Steward. The Union agrees that, when such Steward is appointed or changes, the Employer shall be notified in writing, stating the Steward's name and shop, or job to which he is appointed. The Employers will notify the Local Union Business Manager eight (8) working hours prior to termination or transfer of a Steward.

(b) The Job Steward, appointed by the Business Manager shall be the last journeyman wireman on the job, with the exception of the job foreman or employees working for the shop prior to start of job.

Article III Hours, Wages, Working Conditions

Section 3.01(a) A day's work shall consist of eight (8) consecutive hours, Monday through Friday, between the hours of 7:00 a.m. and 4:30 p.m. There will be one-half hour for lunch. Any essential work performed during any lunch period shall be paid at the overtime rate of pay.

(b) The employer has the option to implement a four day, 10-hour work day. The normal work week shall consist of 4 consecutive 10-hour days Monday thru Thursday or Tuesday thru Friday. A day's work shall consist of 10 consecutive hours between the hours of 7:00 a.m. to 6:30 p.m. There will be one-half hour lunch. Any essential work performed during any lunch period shall be paid at the overtime rate of pay.

(c) On any project when job conditions dictate a change in the established starting time as defined in section 3.01(a) and 3.01(b) the employer, with prior approval of the business manager, may start at 6:00 a.m.

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 7:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 3:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 11:30 p.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 20% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to one (1) hour in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Overtime

Section 3.02(a) Employees working Monday through Friday, five days, 8-hours daily, overtime shall be paid after 8 hours in the day. Overtime Monday through Saturday shall be paid at one and one-half (1 ½) times the regular straight time rate of pay.

Section 3.02(b) Employees working Monday through Thursday or Tuesday through Friday, 10-hours daily, overtime shall be paid after 10 hours in the day. Overtime Monday through Saturday shall be paid at one and one-half (1 ½) times the regular straight time rate of pay.

Section 3.02(c) When a holiday as defined in Article III, Section 3.02(e) falls during a normal work week Monday through Friday, five days 8-hours daily work, the employer may elect to offer all his employees the opportunity to voluntarily work 4 days 10-hours work daily at straight time wages. However, if an employee is only able to work his normal 8-hour days during the holiday week and if work is available and the employee is offered the opportunity to work on Saturday or Sunday, the appropriate overtime premium will be paid to the Employee.

Section 3.02(d) An employee must work a minimum of 40 hours Monday through Friday to be considered eligible for overtime pay on Saturday and/or Sunday. The employee with notice will be permitted 4 missed days during a 12-month period. The exception to this can be found in section 3.02(c).

Section 3.02(e) Overtime Monday through Saturday shall be paid at one and one-half (1 ½) times the regular straight time rate of pay. Sundays and the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Armistice Day (aka Veteran's Day), Thanksgiving Day, Christmas or days celebrated as such shall be paid at double the straight time rate of pay.

Section 3.03 No work shall be performed on Labor Day except in the case of emergency.

Section 3.04(a) The minimum rate of wages:

Journeyman Wireman – Refer to “Attachment A”

- The posted rate for prevailing wages projects will be held (All Non-PLA projects after June 1, 2005).

NOTE: Ninety (90) days' notice required if any monies are diverted to any of the legally established funds.

(b) **Foreman:** not less than 5% per hour above Journeyman's rate

General Foreman: not less than 10% per hour above the Journeyman's rate

(c) The Employer, with consent of the Business Manager, shall have the option to call for a Foreman by name. Such employee(s) shall not receive less than Foreman's rate of pay.

(d) General Foreman and Foreman ratio:

3 Journeymen, One (1) of whom shall be a Foreman

8 Journeymen, One (1) of whom shall be a Foreman

13 Journeymen, Two (2) of whom shall be a Foreman

16 Journeymen, Two (2) of whom shall be a Foreman

23 Journeymen, Three (3) of whom shall be a Foreman

30 Journeymen, Three (3) of whom shall be Foremen and 1 General Foreman

The same ratio applies to General Foremen and Foreman after 30 Journeymen on any one job.

(e) All Apprentices, Journeymen, Foremen, and General Foremen employed on any job within the jurisdiction of Local Union #35, I.B.E.W. shall receive no less than the rate of wages set forth in this Agreement.

(f) Apprentices shall be paid at the following percentages of the prevailing rate paid Journeymen in the area covered by these standards.

Apprentice Wage & Benefits:

Refer to "**Attachment C**" for Apprentice Wage & Benefit Schedule

Upon completion of five (5) year apprenticeship program, the apprentice shall receive the Journeyman's hourly rate of pay.

Section 3.05(a) The **payroll week** shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday of each week and **Thursday of each week shall be payday** and each and every

employee shall receive his pay and be paid in full (including any all monies due) on **payday, Thursday, no later than 4:30 p.m.**

In the event that Thursday is a holiday or a day celebrated as such, then each and every employee shall receive his pay and be **paid in full**, (including any and all monies due) no later than 4:30 p.m., on the Wednesday that immediately precedes such **payday** (Thursday), that is a holiday or celebrated as such.

(b) Any employee not having received his **pay in full**, including any and all monies due on **payday Thursday**, as herein required, shall be paid **“Waiting Time”** at the straight time hourly rate, until payment is made.

(c) In the event any employee is laid off, terminated and/or discharged by the Employer, such employee shall immediately receive all his pay and be **paid in full**, including any and all monies due. In the event such employee is not paid as herein required above, the Employer shall be charged **“Waiting Time”** at the straight time hourly rate, until such payment is made.

(d) The Employer shall have the option to require all employees to accept payment of wages via direct deposit. In the event an employee is laid off, the final payroll shall be paid by paper check so that all monies are received in full.

Section 3.06 (a) If any employee is requested to use his vehicle to transfer from one job to another during the working day, he shall be reimbursed at the rate of twenty five (0.25¢) per mile.

(b) No employee employed under the terms of this Agreement shall use any automobile, motorcycle, and/or any other vehicle that is loaned, owned, or leased by such employee or any other employee, for the purpose of lifting, moving, conveying and/or transporting material, equipment or any employee to the job-site, on the job-site, or from one job-site to another.

Section 3.07 Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than four (4) hours wages in order to gather his tools and personal belongings and shall be laid off immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made.

Section 3.08 (a) When employees report to a job and cannot start work at 7:00 a.m. due to an Act of God, lack of materials, or other cause beyond their control, each employee shall receive two (2) hours pay.

(b) After work starts, each employee will be guaranteed the scheduled full day pay, unless discharged for proper cause.

Section 3.10 (a) The Employer shall furnish to the employees, all bits, wrenches over 14 inches in length, ending tools, hack-saw blades, drills and taps, gasoline torches, stock and dies, fishes, vises, safe ladders, time sheets and books, testing outfits, flashlights, oil, alcohol for torches, raincoats and rubber boots, if required.

(b) Tools provided by the employee shall be, but not limited to the following:

Knife	Square
Rule (any type)	Hammer (claw type)
Pencil	Center punch
Pliers (cutting)	Long nose pliers
Pliers (adjustable)	Awl
Screw drivers (all types)	Small cold chisel
Diagonal pliers	Level (18" max)
Crescent wrenches (up to 14")	Tri tap handle
Tool box	Hack saw frame
Plumbob	

Optional: Wiggins type voltage tester, capable of testing up to 600 volts AC/DC.

(c) Proper facilities shall be provided for the safekeeping of employee's tools. This would mean the replacing of such tools and at the expense of the Employer in the event of fire, or theft by proven forcible entry, in which case the police must be notified.

(d) The Employer will furnish all necessary material and equipment for the full safety of each and every Employee working in a Battery Room or Uninterrupted Power Supply Room.

Section 3.11 Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, and other safe places for storage.

Section 3.12 Workmen shall install all electrical work in a safe and workmanlike manner, and in accordance with applicable code and contract specifications.

Section 3.13 A Journeyman shall be required to make corrections to improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by order of the Employer or the Employer's representative, then the Employer shall notify the Business Manager for the enforcement of this provision.

Section 3.14 The representative of the Union shall be allowed access to any shop or job where workmen are employed under the terms of this Agreement.

Section 3.15(a) The jurisdiction of the Union shall be defined on a map of Connecticut in the back of this agreement.

(b) For jobbing, an employee must be paid twenty five cents (0.25¢) a mile for the use of his vehicle from shop to job, job to job, or job to shop. This restricts him to transporting only material that he may carry on a bus.

(c) Each employee is to be compensated for parking fees on all jobs at the rate of Two Dollars (\$2.00) per day, anywhere within the jurisdiction of Local Union No. 35, IBEW, where free parking is not available, in close proximity to the jobsite. Any dispute arising over this Section will be settled in accordance with Article I, Section 1.06 of this Labor Agreement.

(d) Every individual Employer agrees in addition to his regular work to solicit and perform residential, industrial and small types of electrical work including jobbing. The Employer will continually endeavor to make available and increase the volume of employment for electrical workers through salesmanship, enterprising business methods, by being properly equipped to render efficient electrical services to the community, by promoting and encouraging modern installations and aiding the industry to educate the public of the need for improving electrical installations and expansion.

(e) For jobs located outside the jurisdiction of Local Union No. 35, the Employer shall pay for traveling time within the jurisdiction of the Union, at the employee's straight time hourly rate of pay.

Section 3.16 No traveling time shall be paid before and after working hours to workmen for traveling to or from any job in the jurisdiction of the Union, when workmen are ordered to report on the job.

Section 3.17 On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more journeymen must work together.

Section 3.18 The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.19 On all jobs having a foreman, workmen are not to take directions or orders, or accept the layout of anyone except their foreman.

Section 3.20 No foreman of one job shall act as foreman on another job during normal working hours.

Section 3.21 All cutting and threading of conduits and all other than standard electrical catalogue material and assemblies; electrical material handling, conveying and distribution shall be done on the job or fabricated by employees who are members of the IBEW.

Section 3.22 Where pipe cutting and threading machine are used in the shop, such shall be operated by a member of the IBEW.

Section 3.24(a) Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

(b) The Employer will not discriminate against any employee with regard to training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of **race, creed, national origin, color, sex, age, political affiliation, membership in any labor organization and/or membership in any other lawful organization.**

(c) No grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within thirty (30) working days from the date on which the alleged complaint, dispute or grievance first occurred, except in cases involving fringe benefit payments.

Section 3.25 This Agreement shall apply to all work performed within the jurisdiction of Local Union #35, IBEW.

Section 3.26 When tool room or stock room employees are required on the job, an IBEW member will be employed in the position.

Section 3.27 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union ByLaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.28 Employer agrees to deduct from payroll, upon receipt of a voluntary written authorization card, the employee's credit union deduction and forward same to CONNEX Credit Union once a week.

Article IV Referral Procedure

Section 4.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants or employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicant for employment.

Section 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

Journeyman Wireman / Journeyman Technician

Group I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

Group II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Group III All applicants for employment, who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

Group IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 "Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

State of Connecticut:

Hartford County	Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville, and Southington
Middletown County	Townships of Cromwell, Middlefield, Middletown, and Portland
New London County	Townships of Bozrah, Colchester, Franklin, Griswold, Lebanon, Ledyard, Lisbon, Montville, North Stonington, Norwich, Preston, Salem, Sprague, Stonington, and Voluntown
Tolland Country	Entire County - All townships
Windham County	Entire County - All townships

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which this Agreement applies.

Section 4.09 “Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10 An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure but from and after the date of this procedure, shall include only written and/or practical examination given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years’ experience in the trade.

Section 4.11 The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12 An Applicant who has registered on the “Out of Work List” must renew his application every thirty (30) days or his name will be removed from the list.

Section 4.13 An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall, upon re-registration, be restored to his appropriate place within his group.

Section 4.14(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. An applicant who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to other employment in accordance with the position of his group and his place within the group.

(b) Repeated Discharge – An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant’s continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further

training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a public member appointed by both these members.

Section 4.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 4.18 A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19 A copy of the Referral Procedure set forth in this Agreement, shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provision of the Agreement between the parties.

Section 4.21 When reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employees, shall be laid off first. Then employees in **Group IV** shall be laid off next, if any are employed in this group. Next to be laid off are employees in **Group III**, if any are employed in this group, then those in **Group II**, and then those in **Group I**.

(b) Paragraph (a) will not apply as long as the special skill requirements as provided for in Section 4.15 (a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

Section 4.22 Journeyman Recall - An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that

1. The recall is made within 60 calendar days from the time of layoff
2. The employee is on the referral list available for work
3. The employee has not accepted a job with another employer
4. An employee may be recalled one time during the calendar year by the same employer
5. An employer who employs on average 40 or more employees in the IBEW jurisdiction may recall up to and including 8 former employees in a calendar year. All other employers may recall up to and including 5 former employees in a calendar year
6. The recall provision cannot include apprentices

Article V

Apprenticeship and Training

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industrial policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation / Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11 The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Apprenticeship Ratio

Section 5.12 CT State Public Act 17-76 effective 6.28.17

Apprentice(s)	Journeyman(s)
1	1
2	2
3	3
4	6
5	9
6	12
7	15
8	18
9	21
10	24
11	27
12	30
13	33
14	36
15	39
16	42
17	45
18	48
19	51
20	54
21	57
22	60
23	63
24	66
25	69

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision

will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each Apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15 The parties to this agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is stated in the "**Attachment A**". Where overtime is involved, the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement will be multiplied by the applicable overtime rate. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Article VI

Employee Benefit Funds

Section 6.01 It is agreed that in accord with the **Employees Benefit Agreement** of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical

Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent in the amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by a suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy two (72) hours' notice in writing being served by the Union, provided that individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

Section 6.02 It is mutually agreed between the parties hereto that the Employer shall contribute the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement per man, per hour worked. The Employer shall remit such amount monthly to the Trustee for the **Hospital Medical Benefit Fund**, established by the Declaration of Trust dated May 1954, as amended, including any and all subsequent amendments thereto.

Section 6.03 Pension Fund is hereby established effective May 1, 1962, for the purpose of providing local pension to electricians working under the terms of this Agreement. It is mutually agreed between the parties hereto that the Employer will contribute the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement per man, per hour, for each straight time hour worked. Where overtime is involved, the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement will be multiplied by the applicable overtime rate. The Employer shall remit such amount in the manner and way as provided for and required in this Collective Bargaining Agreement.

Section 6.04 An Annuity Fund is hereby established effective June 1, 1980, for the purpose of providing an annuity to employees working under the terms of this Agreement and for other employees as provided for in the Annuity Declaration of Trust Instrument. Employers shall contribute the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement per man, per hour, for each straight time hour worked. Where overtime is involved, the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement will be multiplied by the applicable overtime hourly rate. The Employers shall

remit such amount in a manner and way as provided for and required in this Collective Bargaining Agreement to the Trustees of the Annuity Fund established by a Declaration of Trust, as amended, including any and all amendments thereto.

Section 6.05 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;
2. to provide workers and Employers with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness;
3. to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 6.05(a) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 6.05(b) Each Employer shall contribute the sum stated in the “**Attachment A**” to the Collective Bargaining Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Connecticut Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 6.05(c) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 6.06 Administrative Maintenance Fund (AMF) Employers signatory to this Agreement shall contribute the sum stated in the "**Attachment A**" to the Collective Bargaining Agreement per hour for all hours worked by all employees covered by this Agreement.

The Fund shall be administered solely by the Association and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of signatory Employers. In addition, all other administrative functions required of management such as service on all funds as required by federal law.

The AMF contribution shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds along with any attorney fees, court costs, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the Fund shall be the sole responsibility of the Fund or the Employer, not the Local Union. These monies shall not be used to the detriment of the IBEW or the Local Union.

Section 6.07 National Labor Management Cooperation Fund

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 3.02(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

1. to improve communication between representatives of labor and management;
2. to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8. to engage in public education and other programs to expand the economic development of the electrical construction industry;
9. to enhance the involvement of workers in making decisions that affect their working lives; and
10. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 2 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 3 Each Employer shall contribute one cent (.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Connecticut Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 5 Contributions to the Labor Management Cooperation Committee, as outlined in Article VI, Section 6.05, shall fulfill the Employer's obligation to the NLMCC.

Article VII

Section 7.01 As a safety and protective measure to eliminate hazard to life, limb, and property, on all such jobs where temporary lights or power are used, work shall be done by journeymen electrical workers. The installation, maintaining, connection, shifting, or repairing of all wiring for temporary lighting, heating, power and other electric equipment, on all such jobs shall be manned by the journeyman electricians employed on the job. Any time before or after the regular working hours, any temporary lighting or power in use, when deemed necessary by the Employer, or if performed by others, a journeyman electrician on the job shall be paid at the applicable overtime rate.

Industry Fund

Section 7.02 Each Individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty five percent (25%) of all productive electrical payroll in excess of 75,000 manhours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 manhours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 manhours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the **National Electrical Industry Fund** in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Employer's Recognition

Section 7.03 The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the union to represent them in collective bargaining.

Article VIII

Bonding Comprehensive Payroll and Fringe Benefits Collective Bargaining Agreement Bond

Section 8.01 Each individual Employer shall pay by Payroll Check and shall transmit and provide to the full and complete satisfaction of the Union a **Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond**, hereinafter also referred to as a **“Payroll Payment Bond”** and/or **“Standard Bond Form”**. The Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond Form shall be furnished by the Union to each and every individual Employer. Under no condition or circumstance, and with exception, shall the Union and/or Employer or their agents, modify, deviate, alter, and/or change any language and/or term or condition contained in the Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond and it shall be the **only** Bond used by the individual Employer which shall be acceptable to the Union.

The Surety signatory to the Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond shall be an insurance company licensed and authorized to engage in and conduct the business of insurance with the State of Connecticut.

The amount of the Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond must at all times be to the full and complete satisfaction of the Union. Additionally, the amount of such Bond shall be sufficient and adequate to completely insure and guarantee at all times at least two (2) times the gross weekly pay for each and every employee of the individual Employer at any given time and eight (8) times any and all other monetary payments, deductions, and/or contributions required of the individual Employer, in accordance with this Labor Agreement and amendments thereto, and/or any and all other Collective Bargaining and amendments thereto, to which the individual Employer and Local Union No. 35, IBEW are signatory.

The Comprehensive Payroll and Fringe Benefit Collective Bargaining Agreement Bond shall be sufficient and adequate at all times to insure and guarantee the prompt payment of any and all other monies as required of the individual Employer in this Labor Agreement, including but not limited to:

- (a) Insuring and guaranteeing by Bond any and all payments for fringe benefits as established and required of the individual Employer under this Labor Agreement.
- (b) Insuring and guaranteeing by Bond any and all payments of all monies, deducted from the pay of each and every individual employee by the Employer.
- (c) Insuring and guaranteeing by Bond any and all payments of all monies, the individual Employer is required to pay, whether deducted from or based on the gross weekly and/or monthly payroll of the Employer.

Any individual Employer not having transmitted to the full and complete satisfaction of the Union a Standard Bond Form, as hereinafter defined, shall be required to pay each and every employee in United States currency and shall additionally, be required to make on a weekly basis each and every payment for any deduction, contribution and/or payment that is required under any Article and/or Section of this Labor Agreement, and amendments thereto. The foregoing provisions shall also be applicable to any and all current and/or subsequent payments, deductions and contributions that may be required on an individual Employer by any and all Collective Bargaining Agreements and amendments thereto, including any and all subsequent amendments hereto, which the individual Employer and Local Union No. 35, IBEW are signatory.

Section 8.02 The following paragraphs (a), (b) and (c) apply to any and all Employers who have not provided a Comprehensive Payroll and Fringe Benefits Collective Bargaining Agreement Bond to the Union and who are therefore required to make any and all payments weekly in U.S. currency.

(a) Such weekly deductions, contributions and/or payments shall be accompanied with a complete copy of an Employer's Weekly Payroll Report and shall simultaneously be mailed, so as to reach the Financial Secretary of Local Union No. 35, IBEW and/or the appropriate Fund Office no later than seven (7) days following the end of the immediately preceding calendar payroll week.

(b) Any individual Employer that is delinquent in making any payment of any deduction and/or contribution when due to the Trustees of the appropriate Fund and/or the Financial Secretary of Local Union No. 35, IBEW or fails to pay in full, wages and other compensation when due to an employee and/or delinquent in submitting a complete weekly payroll report as required when due under this Labor Agreement, and amendments thereto, and/or any and all other Collective Bargaining Agreements, and amendments thereto which the individual Employer and Local Union No. 35, IBEW, are signatory, shall be subject to a suit initiated by, including but not limited to, the Trustees of the appropriate Fund and/or the Connecticut Chapter, National Electrical Contractors Association, Inc., and/or Local Union No. 35, IBEW and/or the assignees of any and all of the above parties. Additionally, any individual Employer that is delinquent in making any deductions, contributions, and/or any payment when due and/or is delinquent in submitting a complete weekly payroll report as required, when due and/or fails to pay in full the wages, when due, including but not limited to, any other compensation due the employee shall be liable for, including but not limited to, all court costs and all legal expenses and attorney's fees that are incurred to recover such monies due.

(c) Individual Employers who fail to remit when due, any and all deductions and contributions, or fail to make full and complete payment of wages and any other compensation to each and every employee, when due, or fail to forward a complete Employee's Weekly Payroll Report when due and/or any and all other payments as required by this Labor Agreement and amendments thereto, and/or any and all other Collective Bargaining Agreements and amendments thereto, to which the individual Employer and Local Union No. 35, IBEW are signatory, shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the

Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid when due to the Trustees of the appropriate Fund Office and/or Financial Secretary of Local Union No. 35, IBEW.

Any individual Employer delinquent and not having made and forwarded when due and payable, including but not limited to, any monetary contribution, deduction, weekly payment of the total weekly pay when due and payable to each individual employee and/or other monetary payment when due and payable in accordance with this Agreement, as amended, including and all subsequent amendments thereto, waives his right to a notice and hearing under the 1973 Connecticut Public Act No. 73-431 and under any other analogous or similar law of the State of Connecticut and/or of any other state, district, territory or country. The foregoing provision shall also be applicable to any and all current and/or subsequent payments, deductions and contributions that may be required of any individual Employer by any and all Collective Bargaining Agreements, and amendments thereto, including any and all subsequent amendments thereto, to which the individual Employer and Local Union No. 35, IBEW are signatory.

The above services are to be extended equally to all employees under the terms of this Agreement, working for the Employer under the jurisdiction of Local Union #35, IBEW.

Individual Employers who fail to remit any contribution, deductions, monthly and/or weekly payroll report and/or any and all payments when due and payable as provided for in this Labor Agreement shall be additionally subject to having this Labor Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the “**Hospital Medical Benefit Fund**”.

Pension Fund

Section 8.03 The contribution to the **Pension Fund** shall be bonded in a sufficient amount to cover payments. The payment shall be made by a bonded check and shall constitute a debt due and owing to the Trustees of the Pension Fund on the last day of each calendar month. The individual Employer’s payment and a copy of the Employer’s complete monthly payroll report shall be mailed simultaneously, so as to reach the office of the Trustees of the Pension Fund not later than fifteen (15) calendar days following the end of each calendar month.

Any individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement, shall be subject to a suit initiated by the Trustees of the Pension Fund and/or the Connecticut Chapter of the National Electrical Contractors Association, Inc. (Hartford Division), and/or Local Union No. 35, IBEW and/or the assignees of any and/or all of the above parties. Additionally, any individual Employer that is delinquent in making any payment and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement shall be liable for, including but not limited to, all court costs and legal expenses and attorney’s fees that are incurred to recover such monies due.

Individual Employers who fail to remit any contribution, deduction, monthly and/or weekly payroll report and/or any and all payments when due and payable, as provided for in this Labor Agreement shall be additionally subject to having this Labor Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the “**Pension Fund**”.

Check Off

Section 8.04 The deduction shall be bonded in a sufficient amount to cover payments. The payments shall be made by a bonded check and shall constitute a debt due and owing to **Local Union No. 35, IBEW**, not later than fifteen (15) calendar days following the end of each calendar month. An individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement shall be subject to a suit initiated by Local Union No. 35, IBEW or its assignees. Additionally, any individual Employer that is delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement shall be liable for, including but not limited to, all court costs and all legal expenses and attorney’s fees that are incurred to recover such monies due.

Individual Employers who fail to remit any contribution, deduction, monthly and/or weekly payroll report and/or any and all payments when due and payable, as provided for in this Labor Agreement shall be additionally subject to having this Labor Agreement terminated upon seventy two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the “**Check Off Fund**”.

Joint Apprenticeship and Training Fund

Section 8.05 The contribution to the Joint Apprenticeship and Training Trust Fund shall be bonded and the payment shall be made by a bonded check and shall constitute a debt due and owing to the **Joint Apprenticeship and Training Trust Fund** on the last day of each calendar month. The individual Employer’s payment and a complete copy of the Employer’s monthly payroll report shall be mailed simultaneously, so as to reach the office of the Joint Apprenticeship and Training Trust Fund, not later than fifteen (15) calendar days following the end of each calendar month. Any individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement, shall be subject to a suit initiated by the Trustees of the Joint Apprenticeship and Training Trust Fund and/or the Connecticut Chapter, National Electrical Contractors Association, Inc., and/or Local Union No. 35, IBEW, and/or assignees of any and/or all of the above parties. Additionally, any individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement, shall be liable for, including but not limited to, all court costs and all legal expenses and attorney’s fees that are incurred to recover such monies due.

Individual Employers who fail to remit any contribution, deduction, monthly and/or weekly payroll report and/or any and all payments when due and payable, as provided for in this Labor Agreement, shall be additionally subject to having this Labor Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the “**Joint Apprenticeship and Training Trust Fund**”.

Employees Benefit Fund

Section 8.06 The contribution shall be bonded in a sufficient amount to cover payments. The payment shall be made by bonded check and shall constitute a debt due and owing to the **Hospital Medical Benefit Fund Trustees** on the last day of each calendar month. The individual Employer’s payment and a copy of the Employer’s complete monthly payroll report shall be mailed simultaneously, so as to reach the office of the Hospital Medical Benefit Fund no later than fifteen (15) calendar days following the end of each calendar month. Any individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement, shall be subject to a suit initiated by the Trustees of the Hospital Medical Benefit Fund and/or the Connecticut Chapter, National Electrical Contractors Association, Inc., and/or Local Union #35, IBEW and/or the assignees of any and/or all of the above parties. Additionally, any individual Employer that is delinquent in making payment when due and/or delinquent in submitting a complete monthly payroll report as required and prescribed in this Labor Agreement, shall be liable for, including but not limited to, all court costs and all legal expenses and attorney’s fees that are incurred to recover monies due.

Individual Employers who fail to remit any contribution, deduction, monthly and/or weekly payroll report and/or any and all payments when due and payable, as provided for in this Labor Agreement shall be additionally subject to having this Labor Agreement terminated upon seventy two (72) hours of notice in writing being served by the Union, provided that the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the “**Hospital Medical Benefit Fund.**”

Annuity Fund

Section 8.07 The contribution shall be bonded in a sufficient amount to cover payments. The payment shall be made by a bonded check and shall constitute a debt due and owing to the Trustees of the **Annuity Fund** on the last day of each calendar month. The individual Employer’s payment and a copy of the Employer’s complete payroll report shall be mailed simultaneously so as to reach the office of the Trustees of the Annuity Fund and/or the office of an agent designated by the Trustees, not later than fifteen (15) calendar days following the end of each calendar month. Any individual Employer that is delinquent in making any payment when due and/or delinquent in submitting a complete payroll report as required and prescribed in this Labor Agreement shall be subject to a suit initiated by the Trustees of the Annuity Fund and/or the Connecticut Chapter of the National Electrical Contractors Association, Inc., and/or Local Union No. 35, IBEW and/or the assignees of

any and/or all of the above parties. Additionally, any individual Employer that is delinquent in making any payment and/or delinquent in submitting a complete payroll report as required and prescribed in this Labor Agreement shall be liable for, including but not limited to, all court costs and legal expenses and attorney's fees that are incurred to recover such monies due.

Individual Employers who fail to remit any contribution, deduction, monthly and/or weekly payroll report and/or any and all payments when due and payable, as provided for in this Labor Agreement shall be additionally subject to having this Labor Agreement terminated upon seventy two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments and payroll reports have been submitted to the **"Annuity Fund"**.

Article IX

Substance Abuse Language

Section 9.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principals, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Article X
Code of Excellence

Section 10.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

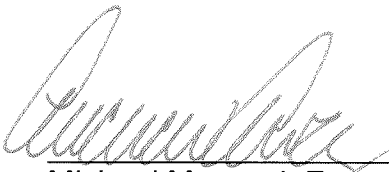
Article XI
Separability Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

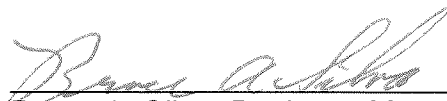
In witness whereof, the parties have executed the Agreement dated May 8, 2018

Signed for Connecticut Chapter
National Electrical Contractors
Association, Inc.

Signed for Local Union No. 35
International Brotherhood of
Electrical Workers



Michael Moconyi, Executive Director
Connecticut Chapter NECA, Inc.



Bruce A. Silva, Business Manager
& Financial Secretary
IBEW Local Union 35

Attachment A

IBEW 35	June 1, 2018 - May 31, 2019	
Wage	\$40.00	
Health Ins	\$10.70	Hours Worked
Pension	\$7.00	Hours Paid
Annuity	\$7.65	Hours Paid
JATC	\$0.62	Hours Paid
LMCC	\$0.20	Hours Worked
AMF	\$0.23	Hours Worked
NEBF	3%	3% gross payroll
Total	\$67.60*	

* For quick reference only, the 3% JW NEBF contribution amount is reflected in the above total

IBEW Local 35 Union Dues: 5% of gross payroll

NECA Service Charge: 1% of gross payroll

Effective: June 1, 2018 – Total package increase of **\$1.65** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2019 – Total package increase of **\$1.70** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2020 – Total package increase of **\$1.75** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2021 – Total package increase of **\$1.80** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2022 – Total package increase of **\$2.00** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Attachment C

Apprentice Wage & Benefit Schedule

Non Prevailing Wage

IBEW 35	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
JW Wage	40%	40%	50%	60%	70%	80%
Health Ins	✓	✓	✓	✓	✓	✓
Pension			✓	✓	✓	✓
Annuity			50%	60%	70%	80%
JATC	✓	✓	✓	✓	✓	✓
LMCC	✓	✓	✓	✓	✓	✓
AMF	✓	✓	✓	✓	✓	✓
NEBF 3%	✓	✓	✓	✓	✓	✓

Prevailing Wage

IBEW 35	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
JW Wage	40%	40%	50%	60%	70%	80%
Health Ins	✓	✓	✓	✓	✓	✓
Pension	✓	✓	✓	✓	✓	✓
Annuity	✓	✓	✓	✓	✓	✓
JATC	✓	✓	✓	✓	✓	✓
LMCC	✓	✓	✓	✓	✓	✓
AMF	✓	✓	✓	✓	✓	✓
NEBF 3%	✓	✓	✓	✓	✓	✓

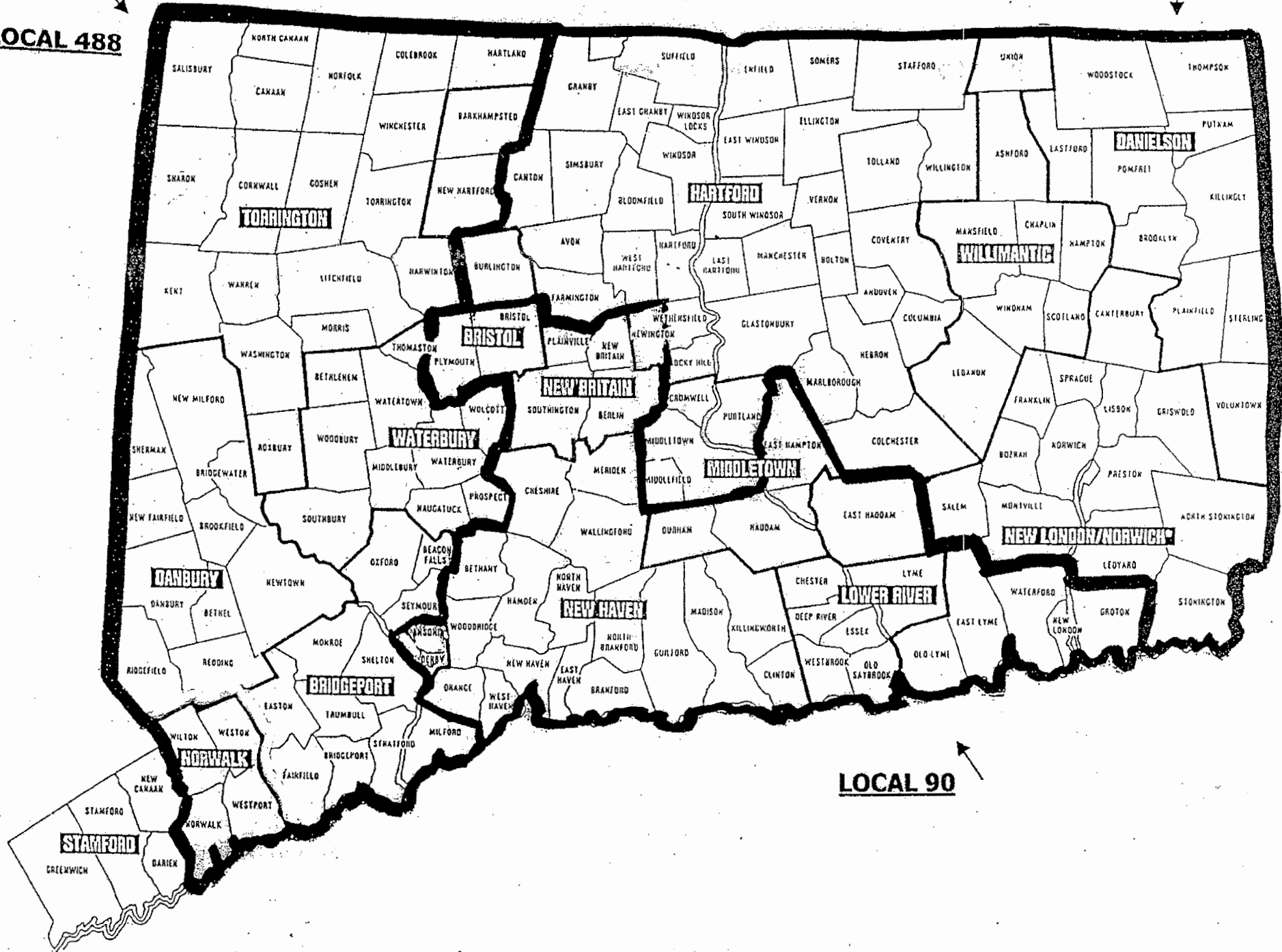
Refer to Attachment A for current Wage & Fringe Benefit rates

% = Percentage of Journey Wireman Wage rate

✓ = Applicable benefit(s) to be paid

LOCAL 35

LOCAL 488



LOCAL 90

Attachment A

IBEW 35	June 1, 2018 - May 31, 2019	June 1, 2019 - May 31, 2020	
Wage	\$40.00	\$40.00	
Health Ins	\$10.70	\$11.70	Hours Worked
Pension	\$7.00	\$7.35	Hours Paid
Annuity	\$7.65	\$8.00	Hours Paid
JATC	\$0.62	\$0.62	Hours Paid
LMCC	\$0.20	\$0.20	Hours Worked
AMF	\$0.23	\$0.23	Hours Worked
NEBF	3%	3%	3% gross payroll
Total	\$67.60*	\$69.30*	

* For quick reference only, the 3% JW NEBF contribution amount is reflected in the above total

IBEW Local 35 Union Dues: 5% of gross payroll

NECA Service Charge: 1% of gross payroll

Effective: June 1, 2018 – Total package increase of **\$1.65** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2019 – Total package increase of **\$1.70** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2020 – Total package increase of **\$1.75** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2021 – Total package increase of **\$1.80** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

Effective: June 1, 2022 – Total package increase of **\$2.00** will be allocated to the wage and/or fringe benefit package at the discretion of the Union.

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

An environmental site investigation has been conducted that involved the sampling and laboratory analysis of soil collected from various locations and depths within the project limits. The results of this investigation indicated the presence of polynuclear aromatic hydrocarbons (PAH) at concentrations exceeding the applicable Connecticut Department of Energy and Environmental Protection (DEEP) Remediation Standard Regulations (RSRs) in the soils within the project limits. In addition, low-level concentrations of extractable total petroleum hydrocarbons (ETPH) and PAHs were detected in soils at concentrations below the applicable DEEP RSR criteria. The testing results in this report indicate levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be transported to the project Temporary Reuse Stockpile Area (TRSA) as designated within Subset 20 of the plans or as directed by the Engineer.

The DEEP groundwater classification beneath the site is GA. Groundwater was not encountered during the environmental investigation and therefore no groundwater samples were collected and analyzed. Dewatering fluids encountered during construction activities should be managed and discharged in accordance with the construction dewatering permit for the project. However, if contamination is encountered during dewatering activities, controlled management and disposal of contaminated groundwater in accordance with DEEP permits may be required.

Based on these findings, all excavated soils shall be considered “polluted” and the presence of compounds at these concentrations will not require material handling measures beyond those required for normal construction operations. The presence of these compounds at these concentrations will require the disposition of soils excavated from these areas to be restricted as described herein. All suitable material excavated shall be utilized as fill/backfill within the project limits. Excavated material which cannot be reused within the project limits will require handling and transportation to the project TRSA as directed by the Engineer.

The Contractor is hereby notified that “polluted” soil material requiring special management or disposal procedures may be encountered during construction activities conducted within the project limits. Therefore, the Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the project limits. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

All suitable material excavated shall be utilized as fill/backfill within the project limits in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; 3) the DEEP groundwater classification of the area where the soil is to be reused as fill does not preclude such

reuse; and (4) such soil is not placed in an area subject to erosion. Excavated material which cannot be reused within the project limits will require handling and transportation to the project TRSA as directed by the Engineer.

The Section which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0101000A - Environmental Health and Safety

The Contractor is alerted to the fact that the Department's environmental consultant will be on site for excavation activities to collect soil samples (if necessary) and to observe site conditions for the Department. **The TRSA within Subset 20 of the plans is to be used exclusively for stockpiling of excess excavated materials that cannot be reused within the project limits.**

Information pertaining the environmental investigation discussed can be found in the document listed below. These documents shall be available for review electronically at the Office of Contracts, 2800 Berlin Turnpike, Newington, Connecticut.

- Task 210 – Subsurface Site Investigation. Safety & Operational Improvements on I-84, West Hartford, Connecticut, DTC, Inc. September 2018.

ITEM #0101000A - ENVIRONMENTAL HEALTH AND SAFETY

Description:

Under this item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the project limits. Work under this Item consists of the development and implementation of a written HASP that addresses the relative risk of exposure to documented hazards present within the project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific health and safety plan which is compatible with the Contractor's plan and will be responsible for the health and safety of all Project Inspectors, Department employees and consulting engineers.

Materials:

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

Construction Methods:

1-Existing Information: The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations".

2-General: The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the project, as identified in the Contract Documents, and in other areas identified by the Engineer or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical**

aspects of the work within the project shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.

3-Regulatory Requirements: All construction related activities performed by the Contractor within the limits of the project or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

4-Submittals: Three copies of the HASP shall be submitted to the Engineer within four (4) weeks after the Award of Contract or four (4) weeks prior to the start of any intrusive activities within the project, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP(s) within four (4) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan(s), if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this item. The Contractor shall not be allowed to commence intrusive work activities where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and accepted by the Engineer. No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.

5-HASP Provisions:

(a) General Requirements: The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/ 1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards

anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

(b) Elements:

(i) Site Description and Contamination Characterization: The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

(ii) Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

(iii) Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the

HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training, including current 8-hour refresher training, and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- (A) Directing and implementing the HASP.
- (B) Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- (C) Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- (D) Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- (E) Authorizing work to resume, upon approval from the Contractor's HSM.
- (F) Directing activities, as defined in the Contractor's written HASP, during emergency situations; and

(G) Providing personal monitoring where applicable, and as identified in the HASP.

(iv) Employee Training Assignments: The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

(v) Personal Protective Equipment: The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate personal protective equipment (PPE) to ensure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

(vi) Medical Surveillance Program: All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

(vii) Exposure Monitoring/Air Sampling Program: The Contractor shall submit an Air Monitoring Plan as part of the HASP which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

(viii) Site Layout and Control: The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

(ix) Communications: Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

(x) Personal Hygiene, Personal Decontamination and Equipment Decontamination: Decontamination facilities and procedures for personnel protective equipment, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

(xi) Emergency Equipment and First Aid Requirements: The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on site at all times during site operations.

(xii) Emergency Response Plan and Spill Containment Program: The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present at the site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.

(xiii) Logs, Reports and Record Keeping: The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/incident. Within two working days of any reportable accident/incident, the Contractor shall complete and submit to the Engineer an accident report.

(xiv) Confined space entry procedures: Confined space entry procedures, both permit- and non-permit required, shall be discussed in detail.

(xv) Pre-entry briefings: The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

(xvi) Inspections/audits: The HSM or HSO shall conduct Inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

6-HASP Implementation: The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of personal protective equipment (PPE), and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE, i.e. disposable coveralls, gloves, etc., which come in direct contact with hazardous or potentially hazardous material shall be placed into 55-gallon USDOT 17-H drums and disposed of in accordance with Federal, State, and local regulations. The drums shall be temporarily staged and secured within the WSA until the material is appropriately disposed.

7-HASP Revisions: The HASP shall be maintained at the site by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action including; Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

Method of Measurement:

1-Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this item detailing:

- (a) The development costs associated with preparing the HASP in accordance with these Specifications.
- (b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

2-If the lump sum bid price breakdown is unacceptable to the Engineer; substantiation showing that the submitted costs are reasonable shall be required.

3-Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:

- (a) The lump sum development cost will be certified for payment.
- (b) The Contractor shall demonstrate to the Engineer monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
- (c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
- (d) Failure of the Contractor to implement the HASP in accordance with this Specification shall result in the withholding of all Contract payments.

Basis of Payment:

This work will be paid for at the Contract lump sum price for “Environmental Health and Safety” which price shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

<u>Pay Item</u>	<u>Pay Unit</u>
Environmental Health and Safety	L.S.

ITEM #0601088A - CONCRETE FORM LINERS

Description: Work under this item shall include the construction of concrete form liners at the locations shown on the plans, matching the details shown on the plans and outlined in this special provision below.

Materials: Surfaces of the pier that are designated to receive striation texturing shall be cast using one of the following fractured fin form liner patterns:

1. GREENSTREAK Architectural Form Liners, pattern number 367, as manufactured by GREENSTREAK, 3400 Tree Court Industrial Blvd., St. Louis, MO 63122
2. SYMONS Form Liner, P/C 30492 pattern, as manufactured by SYMONS Corporation, Des Plaines, IL 60018
3. LITHOTEX Form Liner, T33050 texture, as manufacture by L.M. SCOFIELD Co., Los Angeles, CA 90040
4. An equal fractured fin form liner approved by the Engineer that meets the dimensions as shown on the Plans.

The same form liner pattern must be used exclusively for all textured surfaces on the job. Using form liners of different manufacturers together on the same job will not be permitted. Form liners shall be installed to the limits as shown on the Plans. The Contractor shall ensure that the striation fins are plumb. Horizontal joints are not allowed in the form liner.

Construction Methods: Form liners shall be used and installed in accordance with the manufacturer's written instructions and recommendations. The Contractor or subcontractor who is to install the form liners and perform the work shall demonstrate at least three (3) years of experience placing vertically formed architectural concrete.

An authorized representative from both the form liner manufacturer shall be present at the Site for installation of the facing test panel and during the placing of all structural concrete utilizing form liners.

Prior to initiating any work, a meeting shall be scheduled by the Contractor to assure full understating of the work by all the parties involved and to coordinate the work. Included for attendance shall be the manufacturers authorized representatives, the Contractor, the subcontractor (as applicable), the Engineer and Owner.

The Contractor shall submit the following for approval by the Engineer prior to beginning the form operations:

Photographs – Color photographs of at least three (3) similar projects recently performed by the Contractor (or subcontractor) and at least three (3) similar projects recently produced by the manufacturer.

Form Tie-Sample – A sample, description, and demonstration of the form tie the Contractor proposes to use.

Pattern Layout Drawings – Layout drawings shall be the plan, elevation, and details showing the overall pattern, joint locations, form tie locations, weephole locations (as applicable), and any other special considerations.

Concrete Facing Test Panel - At least 30 days prior to placing structural concrete requiring form liners, a concrete test panel shall be built on-Site, using the same materials and methods of work force that will be used for the Project. Location of the test panel shall be approved by the Engineer and the concrete test panel shall conform to the following:

1. The size of the test panel shall be 50 square feet, or larger if needed to adequately illustrate the pattern selected.
2. The test pattern shall contain an area demonstrating simulated stone masonry butt joint and the continuation of the pattern through an expansion joint.
3. The test panel shall include staining as may be required for the selected pattern.
4. The test panel shall be removed when it is no longer needed, to the satisfaction of the Engineer.

The results of the test panel shall be approved by the Engineer and no actual work shall be performed by the Contractor prior to the Engineer's review and acceptance of the test panel.

All work associated with the process of form lining shall be performed in strict accordance with the manufacturer's recommendations and as approved by the Engineer.

The Contractor shall:

- Provide, cut and install the form liners in accordance with the approved pattern drawings for each structural component
- Provide and apply manufacturer's release agent
- Remove form liner after concrete is sufficiently set to avoid damage
- Patch, grind or bush hammer form liner seams as required
- Power wash and patch form liners as may be required before re-use

All form liners shall be placed with less than ¼ inch separation between form liners. Form liners shall be securely attached to the forms with wood or sheet metal screws, securely bolted through the forms with bolts secured into threaded inserts in the back of the form liners, or securely bolted through the form liner and forming system with flat head bolts inserted in a pattern joint, all according to manufacturer's recommendations for the pattern and form liner used. Construction adhesives maybe used but not on re-usable form liners.

Release of Form Liners: Only manufacturer recommended form release agents shall be utilized and shall be applied to the form liners before the concrete is placed. Release agents shall be applied in strict accordance with release agent manufacturer recommendations. Hand-charged sprayers will only be allowed if a thin uniform coating of release agent is obtained on the form liner.

Form liners shall be removed from the wall within 24 hours of placing the concrete. The form liners may be detached from the forms and then removed from the concrete or they may remain attached to the forms and the entire forming system removed from the concrete. Remove the form liners from the top, down. Curing of concrete may be accomplished with form liners and forms placed back against the wall after the initial detachment. Curing compounds shall not be used, as they are incompatible with the color staining material.

Care & Cleaning of Form Liners: Form liners shall be cleaned the same day they are removed from the wall with a power wash and mild detergent. Synthetic brushed with stiff bristles may be used on stubborn areas. Mild acid washes may also be used. Solvents shall not be used. If necessary, patching of holes shall be performed with 100% clear silicone caulk. Form liners shall be stored inside or under a protective, non-transparent cover in a vertical position.

Method of Measurement: This work shall be measured for payment by the actual number of square feet of the face area of accepted form liner, completed within the neat lines shown on the plans, or as ordered by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per square foot for "Concrete Form Liners", complete in place, which price shall include all work and materials incidental thereto, including form liners, release agents, form ties, and all other work, materials, tools, and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Form Liners	SF

ITEM #0653900A - CORRUGATED METAL PIPE INSPECTION

Description:

This work shall also consist of a condition survey of all existing corrugated metal pipes under the roadway as called for on the plans or as directed by the Engineer within the project limits. The condition survey shall consist of examining the existing drainage system by means of remote video inspection in order to confirm the size, type, location, material and condition of each pipe inspected.

Construction Methods:

Video Inspection:

The Contractor shall remove all debris from the conduits prior to being inspected. The Contractor shall perform a remote inspection by using a crawler mounted camera to record video. The crawler must be capable of inspecting conduits 12 to 42 inches in diameter, and must be all-wheel drive or track mounted with an adjustable camera height such that the camera can be centered in the conduit vertically and horizontally. The crawler does not obstruct the camera’s view or interfere with proper recording of the conduit condition. Crawler speed is adjustable with an operating speed while recording not to exceed 30 feet per minute. The video camera must have a zoom ratio of at least 40:1, this can be achieved with a combination of optical and digital zoom; however, the optical zoom ratio must be at least 10:1. Camera should have a light source that allows all areas of concern to be readily observed. Finally, the camera must have the capability of 360 degree rotation as well as a pan and tilt to a 90-degree angle to the axis of the conduit. Provide a recording device that is capable of recording video with the conduit identification, location and type shown on the video. Furnish the video recording in MPEG2 format at a resolution of 720x480 on one of the following media types: DVD, CD, or other media type approved by the Engineer.

Method of Measurement:

This work will be measured for payment based on the actual number of linear feet of existing corrugated metal pipe inspected by video.

Basis of Payment:

This work will be paid for at the Contract unit price per linear foot for “Corrugated Metal Pipe Inspection” which shall include all materials, equipment, labor and work incidental to the condition survey.

The cleaning of existing pipes will be paid for under Item No. 0653100 – Clean Existing Culvert 12” to 42” Diameter.

Pay Item
Corrugated Metal Pipe Inspection

Pay Unit
l.f.

ITEM #0916111A - NOISE BARRIER WALL (STRUCTURE)

Section 9.16 Noise Barrier Wall is hereby deleted in its entirety and replaced with the following:

Description:

Work under this item shall consist of designing, fabricating, furnishing and erecting a Noise Barrier Wall (Structure) to be supported by an appurtenant structure at the locations shown on the Contract Drawings, in this specification, or as directed by the Engineer.

Noise Barrier Wall (Structure) shall have a reinforced normal-weight concrete core and by virtue of its overall construction and composition, is impervious to the passage of light and has the ability to absorb noise. The maximum unit weight of the panels shall be 50 lbs/sf.

The structural support system of the Noise Barrier Wall (Structure) may be attached, to either an existing structure or new construction, as indicated in the Contract Drawings. This specialized construction of a noise barrier wall shall be fully designed, detailed and manufactured taking into account its structural adequacy and integrity with the supporting structure. The maximum post spacing shall be 5'-6" on the structure.

Specific types of walls are indicated on the Contract Drawings and in this specification that are acceptable by the Connecticut Department of Transportation (Department) to be constructed on specific locations based on their conformance with the requirements in the project. The Contractor shall select the appropriate wall type from a list in the Contract Drawings and in this specification.

The Contractor is directed to verify at the site, all dimensions and information pertaining to the existing construction that are needed in the design, preparation of Working Drawings and in the overall execution of this project.

The Contract Drawings prepared by the Department for this project contain only conceptual and schematic interpretations for the general approach of design. The Contractor shall prepare its structural design calculations and Working Drawings based on the concept and scheme as presented in the Contract Drawings, and in conformance with this specification. **The structural design calculations and Working Drawings prepared by the Contractor shall be reviewed and approved by the Engineer prior to the start of fabrication of any element of the Noise Barrier Wall (Structure).**

Within Thirty (30) days after the bid opening, the Contractor shall identify by type, name and manufacturer, the specific type of noise barrier wall for each location upon which its bid is based. All noise barrier wall segments or panels selected for each location shall be furnished from the same manufacturer and shall be of the same type, pattern and color.

The Contractor is explicitly notified that no other types of Noise Barrier Wall (Structure) shall be approved to be constructed at each specific site other than the types shown in the

Contract Drawings.

Materials:

The materials to be used for the various components of the Noise Barrier Wall (Structure), including all appurtenant support systems, shall be as specified in this specification.

All materials for the noise barrier walls shall comply with the FTA's Buy America requirements in 49 USC & 5323(j) and 49 CFR Part 661.

The Noise Barrier Wall (Structure) chosen shall be selected from a list of manufacturers provided in this Specification. This list identifies various manufactured types of noise barrier wall systems that are considered appropriate and acceptable for each specific location in the project but does not guarantee that all the listed proprietary noise barrier wall systems can be designed to meet all the dimensional, structural, or geotechnical constraints at each site. **The Contractor shall not commence with the production of its proposed system of Noise Barrier Wall (Structure) without the Engineer's review and written approval.**

The General List shown in this Specification and on the Contract Drawings identifies the acceptable manufactured systems of Noise Barrier Wall (Structure) of the absorptive type, and their manufacturers, for use in all Connecticut Department of Transportation's projects:

1. Durisol - NB15

Durisol
8270 Greensboro Drive, Suite 810
McLean, VA 22102
(302) 299-6821
andrew.weaver@durisol.com
www.durisol.com

2. Whisper Wall

Concrete Systems, Inc.
9 Commercial Street
Hudson, NH 03051
(800) 342-3374 EXT. 409
Email: tgarcia@csigroup.com
www.whisper-wall.com

3. Soundsorb

Concrete Solutions, Inc.
3300 Bee Cave Road, Suite 650
Austin, TX 78746
(512)736-6447
Email: csi@soundsorb.com
www.soundsorb.com

4. JBM75

JBM Solutions
P.O. Box 4861
Pinehurst, NC 28374
(703) 861-9004
Email: jmcneal@jbm75.com
www.jbm75.com

Not all of the above-listed walls are suited for use at specific locations due to structural requirements and concerns or, that the environment or locality warrants a certain type or style of wall to be used.

The materials used for the types of noise barrier walls shall be durable, and not be prone to developing openings, cracks or gaps from loading, warping, splitting, shrinkage, expansion, delamination, weathering and other weather-related and climactic-induced deterioration. The noise barrier wall panels shall be U.V.-resistant, flame-retardant, and could resist degradation from ozone, hydrocarbons and freeze-thaw cycling.

The Noise Barrier Wall (Structure) shall be able to provide a minimum Sound Transmission Class (S.T.C.) rating of 34 measured by ASTM E90. The Noise Reduction Coefficient (N.R.C.) shall have a minimum rating of 0.70, as measured by ASTM C423 and E 795. The sound- absorbing portions of the wall shall be durable and resistant against deterioration of material and damage from moderate scratch and abrasion and shall have a minimum of 20-year life cycle free from peeling, rotting or visible deterioration.

The Noise Barrier Wall (Structure) shall have a textured absorptive surface pattern on both sides. Specific textured surface patterns have been approved for use by the Department. The selected pattern for each wall location shall be as shown or noted on the Contract Drawings, and other patterns will not be acceptable. If both sides of the Noise Barrier Wall (Structure) contain a textured surface pattern, the side of the panels covered with the sound-absorbing material shall consistently face the roadway throughout the project. The sound-absorbing material shall be installed on the entire wall face. Post covers or other devices supplied by the manufacturer and approved by the Engineer should be used.

The color of the Noise Barrier Wall (Structure) exposed to traffic will be indicated on the Contract Plans, conforming to Federal Standard 595 Colors except if specified otherwise on the plans. Only one color may be used on the wall components to maintain uniformity, except where specified otherwise on the Contract plans.

Federal Standard 595 Color No.	Color
FS 36492	Gray
FS 34230	Green
FS 30215	Brown
FS 36622	Gray

The Noise Barrier Wall (Structure) panels shall be integrally-pigmented to a significant depth into its cross-section in conformance with the requirements of ASTM C979, in order to produce a uniform color should the panel become scratched, chipped or otherwise surface-damaged. Variation in color or shading from panel to panel shall not be acceptable. Field-staining or painting to achieve a uniform overall color is not allowed.

Individualized design panels may vary from standard wall colors, textures, and patterns, as

depicted in the Contract Drawings.

The Noise Barrier Wall (Structure) shall have a suitable surface for repainting, staining, sandblasting or other acceptable method of returning the panels to their original color and texture should they become damaged after construction. Touching-up, re-staining, repainting, or sandblasting portions of the panels shall not result in visible color variation.

The manufacturer of the Noise Barrier Wall (Structure) shall provide to the Department, an Aesthetic Coating Warranty of its product that covers a minimum of ten (10) years.

The Contractor shall also supply the Department with two (2) full-panel sections of Noise Barrier Wall (Structure) measuring 4 feet high of similar length and width as the panels to be constructed. These panels of noise barrier walls shall be of the same color and pattern as the Noise Barrier Wall (Structure) to be constructed. These noise barrier wall panels shall be delivered and unloaded at a recommended D.O.T. Maintenance Facility that will be ultimately responsible for the maintenance of the Noise Barrier Walls.

Other:

All other materials shall conform to the requirements as indicated on the approved Working Drawings of the specific system of Noise Barrier Wall (Structure) selected for the project.

Construction Methods:

Design:

The Noise Barrier Wall (Structure), including all structural supports such as but not limited to, reinforced concrete parapets, barrier curbs, columns, piles, caissons and footings, anchor bolts, and structural steel columns, beams, bolts and plates for the framing and support of the noise barrier wall, shall be designed for the most severe combination of gravity and lateral loads in accordance with the AASHTO LRFD Bridge Design Specifications, 7th edition with interim revisions up to and including 2016 and the Standard Specifications for Highway Bridges (AASHTO – 2002 with Interim Specifications up to and including 2003).

At the specific locations shown on the Contract Drawings containing the concrete-type Noise Barrier Wall (Structure), the entire length of the wall must be fully supported along the bottom panel, with a structural steel beam that spans between steel columns. The steel beam on either side of the column must frame onto the column so as to impose a stabilizing dead load on the assembly against overturning from lateral loads. All steel components of the structural system supporting the Noise Barrier Wall (Structure), including but not limited to beams, columns, base plates and anchor bolts shall be galvanized after fabrication.

The visible sections of the Noise Barrier Wall (Structure) shall have the same color, pattern, texture and height of individual panels as that of the adjacent sections of Noise Barrier Wall in the Highway portions of the project, unless otherwise specified in the Contract Drawings or this

Specification. Post covers or other devices supplied by the manufacturer and approved by the Engineer shall be installed on both sides of the noise barrier wall (structure) in accordance with manufacturer's requirements over all noise barrier wall (structure) posts the full visible length of the noise barrier wall (structure) system.

At a minimum, the top of the Noise Barrier Wall (Structure) shall be at the Top of the Wall Elevations shown on the Contract Drawings.

The bottom panel of the Noise Barrier Wall (Structure) shall have a minimum height of 4 feet.

The Noise Barrier Wall (Structure) shall also be designed in accordance with the manufacturer's requirements, details and specifications for the type of wall chosen if proved that such design parameters are consistent with, or more adequate and stringent than the design requirements established in this Specification or in the Contract Drawings, and if reviewed and approved by the Engineer.

The concrete Noise Barrier Wall (Structure) shall have an integral cap with a maximum height of 6" on the top panels. The caps shall be cast with a sound-absorptive material.

The horizontal joint lines between panels in Noise Barrier Wall (Structure) shall match for a minimum distance of 60 feet. If steps-up are required in cases of significant changes in grade, the elevation difference between the horizontal joints of adjacent panels shall not be less than 3" or greater than 12". These requirements shall also apply to the top elevations of the walls. Strict adherence to these requirements may be waived at angle breaks greater than 30 degrees or as approved by the Engineer.

When a particular type of noise barrier wall transitions into a different type, or when a segment of noise barrier wall transitions onto an adjacent segment as necessitated by geometric offset on plan and/or elevation or by the differences in the support structures, or as indicated in the Contract Drawings, the Contractor shall be responsible for the design of the transition and connection components of the noise barrier wall systems.

All longitudinal gaps between the noise barrier wall panels and the top of parapets must be provided with auxiliary members to close such gaps and prevent the escape of noise. The system or mechanism to prevent the escape of noise through these gaps must be designed by the manufacturers of Noise Barrier Wall (Structure) and be clearly detailed in the Contractor's Working Drawings. The design and detail drawings must take into account the relative movements between the noise barrier wall panels and parapets.

The minimum distance from centerline of post to an expansion or construction joint shall be no less than 24". Post covers shall be installed on both sides of the noise barrier wall (structure).

The structural design of Noise Barrier Wall (Structure) shall take into account any expansion and contraction movements of the various framing components and supporting structures due to changes in temperature, most especially at locations in proximity with expansion joints at the

bridge deck and parapets. A thermal expansion and contraction of not less than 1 ½ inches of the bridge deck, bridge parapets and wingwall parapets at all existing expansion joints must be accounted for in the design. Provisions to account for the localized and global effects of these temperature-induced movements in the design of the various framing components and supporting structures must be explicitly detailed in the Contractor's Working Drawings.

Submittals:

The Contractor shall be fully responsible for the structural design, preparation of drawings and conformance to all additional specifications required for the selected Noise Barrier Wall (Structure). The Designer or Responsible Engineer shall have at least Five (5) years of professional experience in the structural design of the afore-mentioned types of noise barrier walls. All drawings to be submitted by the Contractor shall conform to Section 1.05.02 regarding Working Drawings with the following additions:

Preliminary Submissions for Proprietary Noise Barrier Wall (Structure): Prior to the start of fabrication or the construction of the Noise Barrier Wall (Structure), the Contractor shall submit to the Engineer a design package, which shall include six (6) sets of Working Drawings and four (4) sets of Structural Design Calculations for review and approval by the Engineer in accordance with Article 1.05.02 The design package shall include, but not be limited to the following:

Working Drawings and Structural Design Calculations:

1. Plans shall be submitted in a PDF format.
2. All Plans and Computations to be submitted to the Engineer shall be stamped by a licensed Professional Engineer in the State of Connecticut, who shall also be available for consultation in interpreting his computations and drawings, and in the resolution of any issues that may occur during the performance of his work.
3. Full Plan View, drawn to scale, of the Noise Barrier Wall. This view shall show:
 - a Beginning and end of the wall, as well as any angle points;
 - b Posts shall be identified, numbered and located with the proposed coordinates;
 - c Roadway baseline with 100-ft stations labeled;
 - d Location of existing and/or proposed cantilever and truss sign supports, if any;
 - e Location of existing and/or proposed utilities. (Any existing utilities which are shown on the plans should be verified in the field.)
4. Full Elevation View (Roadway side), drawn to scale, of the Noise Barrier Wall, and including:
 - a Elevations of the finished top and bottom of the Noise Barrier Wall panels at all locations;
 - b Panel sizes;

- c Location of horizontal angle points;
 - d Post lengths.
 - e Transitions between different wall styles or types;
 - f The approximate locations of 100-ft. baseline stations (perpendicular);
 - g Location of access for fire hoses or other appurtenances as applicable.
5. Drawings shall include Plans, Details and Sections for the following:
- a Representative wall panels showing the pattern, color, and texture of the proposed Noise Barrier Wall
 - b Any individualized design panel depicting pattern, dimensions, depth of pattern, textures, and colors
 - c Footings for all expected soil conditions (soil, rock, partial soil/rock)
 - d Attachment and anchorage of the Noise Barrier Wall gravity and lateral loads resisting systems onto the parapets of the existing bridge and wingwalls or onto new concrete columns, considering:
 - i. Anchor bolts in sustained tension loading must not be installed in a chemical anchoring material.
 - ii. Show arrangement of anchor bolts on plan and section.
 - iii. Consideration of tolerances for the locations of Noise Barrier Wall posts relative to locations of expansion joints in the parapets.
 - iv. Details and methods for eliminating gaps between the parapet top and side with the Noise Barrier Wall panels.
 - v. Allowable installation tolerances for posts including allowable variations of horizontal spacing and from plumb.
 - e New columns and footings supporting the Noise Barrier Wall gravity and lateral loads resisting systems
 - f Transition between different wall styles or types
 - g Transition between walls at geometric offset on plan and elevation
 - h Transition between walls on different supporting structures
 - i Provisions for temperature expansion and contraction in the wall support systems.
 - j Methods of protection of any existing utilities, facilities and sub- structures during the construction of the Noise Barrier Wall
 - k Any false-work required to temporarily support the components during construction.
 - l Construction and installation procedures
 - m Allowable fabrication tolerances for wall panels and posts
 - n Details for covering noise barrier wall posts with manufacturer supplied post covers or other approved devices.
6. Calculations shall include:
- a Computations shall clearly comply with and reference applicable AASTHO provisions.
 - b Structural design for the footings/foundations for the Noise Barrier Wall, modeling all expected soil conditions (soil, rock, and partial soil/rock).

- c. Structural design for the support and framing systems of the Noise Barrier Wall for the combination of gravity and lateral loads (wind and seismic).
- d. Structural design for the attachment and anchorage of the support and framing systems of the Noise Barrier Wall for the combination of gravity and lateral loads (wind and seismic).
- e. Structural design for the gravity and lateral (wind and seismic) load resisting systems of the Noise Barrier Wall.
- f. Documentation of computer programs utilized, including all design parameters.

Final Submissions of Noise Barrier Wall (Structure) Drawings:

Once the Working Drawings for the Noise Barrier Wall (Structure) have been reviewed and accepted by the Department, the Contractor shall submit the Final Plans. The final submission shall be made within 14 days of acceptance by the Department. No work shall be performed on the walls until the final submission has been received. Acceptance of the final design shall not relieve the Contractor of his responsibility under the Contract for the successful completion of the work.

Construction Specifications:

- 1. Construction tolerances, methods and material specifications specific to the noise barrier walls chosen shall be provided to the Department. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included.
- 2. Any requirements from the Manufacturer specific to the noise barrier wall that are not stated herein shall also be included.

Tolerances:

All noise barrier wall components shall conform to the following:

Posts

Post Dimension Tolerances:

- 1. Post Height = $\pm 1/2$ " Post Vertical Sweep:
- 2. Posts $\leq 16'$ long = $\pm 1/8$ "
Posts $> 16'$ long = $\pm 1/4$ "

Post Installation:

- 1. In horizontal plane from plan location = ± 1 "
- 2. In horizontal plane from center of cylindrical footing = ± 1 "
- 3. In horizontal plane from adjacent post = $\pm 1/2$ "
- 4. Post plumb = $\pm 1/8$ " per 10' of wall height

Panels

Panel Dimension Tolerances:

1. Panel Length and Height = $\pm 1/4$ "
2. Panel Structural Thickness = $\pm 1/4$ "
3. Panel Absorptive Material Thickness = $\pm 1/4$ "
4. Panel Horizontal Sweep = $\pm 1/8$ "
5. Panel Vertical Sweep = $\pm 1/8$ "

Position of Lifting Inserts:

1. Along Panel Length = ± 1 "
2. Along Panel Thickness = $\pm 1/4$ "

Reinforcing Steel Tolerances:

1. Splice = +1" from Standard Lap Splice Requirement
2. Concrete Cover = +2

Other

There shall be no openings in the wall or under the wall, which would allow sound transmission.

Fabrication of Panels:

Textured Surface Treatment: Formed surfaces other than the exposed face shall not require a textured finish. The textured surface finish shall be similar and consistent in material and construction with that of the Highway portion of Noise Barrier Wall in the project.

If the proposed noise barrier wall is being used to replace an existing noise barrier wall, the top of the proposed noise barrier wall shall be constructed to no lower than the top elevation of the existing wall or as shown on the Contract Plans, or unless specifically noted otherwise.

Unexpected Obstructions:

If during construction, the avoidance of unexpected or unforeseen obstructions requires the revision of portions of the original design, the Contractor shall provide a revised design of the affected portions for review and written approval by the Engineer.

The Contractor shall schedule its construction operations such that access to the areas behind the walls would not be required in the performance of the remainder of the work once access has been rendered difficult or inexpedient. The Contractor, having caused its own access to be restricted or limited, as a result of prioritizing to finish grades, stabilize slopes or establish turf ahead of the other work, shall not be permitted to use any of these circumstances as a reason to not perform or finish the required work. Should the Contractor need access to these areas, the additional work to re-establish grades, re-establish slopes, re-establish turf or any work to restore the ground to a finished condition as shown in the Contract Drawings, shall be performed at the sole expense of the Contractor.

The Contractor shall restore all ground beyond the established Limits of Disturbance, if disturbed

by the construction of the noise barrier walls. The ground restoration shall be in accordance with the proposed finished condition shown in the Contract Drawings. The Contractor shall remove all excess materials from the site.

Prior to any excavation, the Contractor shall field-verify the location of all existing utilities, sewers and culverts shown on the Contract Plans. Should a sewer, or culvert be damaged by the Contractor's omission or negligence, the Contractor shall replace the damaged sections at its own cost.

On-Site Representative:

A qualified and experienced representative from the manufacturer of noise barrier wall shall be present at the site during the start of construction to assist the Contractor and the Engineer. The representative shall also be available for consultation on an as-needed basis, if requested by the Contractor or the Engineer.

Installation:

All panel units shall be installed in accordance with the Manufacturer's recommendations by an Installer who is duly qualified, approved and certified by the Manufacturer to perform the work, and who exhibits reasonable familiarity and experience for the type of work involved in the installation of Noise Barrier Wall (Structure) described in this Specification and Contract Drawings.

Special care shall be taken to properly set the bottom panel units true-to-line and grade. All bottom panel units shall have a minimum height of 4 feet.

The assembly of the various components shall be performed in such a manner that no undue strain or stress is placed on any of the members that constitute the completed structure.

Inspection and Rejection:

Marking: The date of manufacture, the production lot number, and the piece-mark shall be clearly marked on the side of each panel or module.

The quality of materials, the process of manufacture, and the finished units shall be subject to inspection by the Engineer prior to shipment.

Panels with textured surface treatments shall be rejected if the exposed face deviates from the look of the approved model as to color or texture as determined by the Engineer.

Acceptance Criteria for Sound Barrier Wall (Structure):

Precast components shall be accepted for use in wall construction provided the concrete strength

meets or exceeds the minimum compressive strength requirement, and the panel or module dimensions are free from any chipping, cracks, honeycomb surface treatment, open texture concrete, broken corners or other defects as determined by the Engineer.

The Contractor shall be responsible for ensuring a completed sound barrier wall system free of discoloration, cracks or objectionable marks which may adversely affect the barriers performance, aesthetics, or serviceability as determined by the Engineer. All panels that exhibit any form of structural damage, as determined by the Engineer, will be rejected without any cost to the Department, either at the fabrication shop or at the construction site, even after installation, but prior to acceptance of the job.

Panels with textured surface treatments shall be rejected if the color and texture on the exposed faces deviate, or show variations from the approved model, as determined by the Engineer.

Rejected panels deemed to require repair or replacement shall be replaced at the Contractor's expense. No payment shall be made for removing, temporarily storing, or re-installing panels to enable access to the panel to be replaced. Any panels that are damaged during panel replacement shall also be replaced or repaired per the direction of the Engineer. Any work to stabilize areas adjacent to the wall required due to replacement of cracked or damaged panels shall be done at the Contractor's own cost.

Method of Measurement:

Noise Barrier Wall (Structure) shall be measured for payment by the number of square feet of Noise Barrier Wall (Structure) completed and accepted within the limits indicated on the plans or as ordered by the Engineer and shall be measured from center to center distance between vertical columns supporting each wall panel. The vertical pay limit shall be measured from the bottom to the top of the barrier panel section. Each span between columns shall be measured for payment separately, as stepping may be required.

The two (2) full panel sections of Noise Barrier Wall (Structure) delivered to the D.O.T. Maintenance Facility shall be measured and paid for as Noise Barrier Wall (Structure) (sq ft)

Basis of Payment:

Payment for this work will be made at the Contract unit price per square foot for Noise Barrier Wall (Structure) complete in place, which price shall include engineering and design, on-call and on-site services of the representative from the wall manufacturers, all work and materials used for the fabrication, complete installation and construction of the walls, facing panels, excavation, grading, disposal of surplus material, equipment, tools, labor and work incidental to the installation of the wall.

Payment shall also include the cost for all materials and labor for the construction of concrete columns and footings as designed by the Contractor and the retrofit of the existing retaining wall if found structurally inadequate for the addition of new loads as designed by the Contractor.

Payment shall also include the pigmentation and coatings of the walls.

No payment shall be made for survey, field-verification work and the preparation of working drawings.

No additional payment will be made for the delivery of the additional panels to the DOT Maintenance Facility but the cost thereof shall be included in the unit cost for this item.

PAY ITEM

PAY UNIT

Noise Barrier Wall (Structure)

s.f.

ITEM #0916126A – NOISE BARRIER WALL

ITEM #0916127A – NOISE BARRIER WALL (EARTH RETAINING PANELS)

ITEM #0916219A – ROCK IN POLE EXCAVATION

Section 9.16 Noise Barrier Wall is hereby deleted in its entirety and replaced with the following:

Description:

Work under this item shall consist of designing, fabricating, furnishing and erecting noise barrier wall systems in the locations, elevations, and dimensions shown on the plans, and in accordance with these specifications or as directed by the Engineer. Specific types of walls may be required by the Contract drawings; the Contractor may select any one of the types listed and detailed on the plans.

Materials:

The noise wall chosen shall be selected from the list provided in this specification. This will identify all manufactured noise barrier walls that are considered appropriate and acceptable for each specific project site. This does not warrant that all listed noise walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each site. The Engineer will reject any proposed noise barrier wall that is not listed on this specification.

Within Thirty (30) days after the bid opening, the Contractor shall identify by the type and name, in his proposal, the specific type of the wall for each location upon which his bid is based. All noise barriers selected for each location shall be furnished from the same manufacturer and shall be on the same type pattern and color.

All materials for the noise barrier walls shall comply with the FTA's Buy America requirements in 49 USC & & 5323(j) and 49 CFR Part 661.

The General List shown in this Specification identifies the acceptable manufactured systems of Noise Barrier Wall of the absorptive type, and their manufacturers, for use in all Connecticut Department of Transportation's projects:

1. Durisol - NB15

Durisol
8270 Greensboro Drive, Suite 810
McLean, VA 22102
(302) 299-6821
andrew.weaver@durisol.com
www.durisol.com

2. Whisper Wall

Concrete Systems, Inc.
9 Commercial Street
Hudson, NH 03051
(800) 342-3374 EXT. 409
Email: tgarcia@csigroup.com
www.whisper-wall.com

3. Soundsorb

Concrete Solutions, Inc.
3300 Bee Cave Road, Suite 650
Austin, TX 78746
(512)736-6447
Email: csi@soundsorb.com
www.soundsorb.com

4. JBM75

JBM Solutions
P.O. Box 4861
Pinehurst, NC 28374
(703) 861-9004
Email: jmcneal@jbm75.com
www.jbm75.com

Some of these walls are specifically suited for use in special locations where there are structural concerns, or the surrounding area warrants a certain type or style of wall to be used.

Material(s) used for the noise barrier wall shall be durable, and not prone to developing openings, cracks or gaps from loading, warping, splitting, shrinkage, delamination, or weathering. Noise barrier wall panels shall be U.V. resistant, flame retardant, and resist degradation from ozone, hydrocarbons and freeze/thaw cycling. The sound absorbing portions of the wall shall be durable, resistant to erosion of material and damage from moderate abrasion. The noise barrier wall shall have a minimum 20-year life cycle free from peeling, rotting or visible deterioration.

Absorptive noise barrier wall(s) shall be able to provide a minimum Sound Transmission Class (S.T.C.) rating of 34 measured by ASTM E90. The Noise Reduction Coefficient (N.R.C.) shall have a minimum rating of 0.70, as measured by ASTM C423 and E 795.

Specific textured surface patterns have been approved for use by the Department. The selected textured surface patterns shall match the textured surface pattern used on surrounding noise barrier

walls. Other patterns will not be acceptable.

The noise barrier wall shall have a textured absorptive surface pattern on both sides if not noted otherwise in the contract drawings. The selected patterns shall be submitted to the Engineer for approval. Post covers, panel caps, bottom panel or other devices shall be supplied by the manufacturer and approved by the Engineer. They shall have the same color, textured surface pattern, and absorptive properties as the rest of the noise barrier wall panels.

The color of the noise barrier wall exposed to traffic will be indicated on the plans, conforming to Federal Standard 595 Colors except if specified otherwise on the Contract plans. Only one color may be used on the wall components to maintain uniformity, except where specified otherwise on the Contract plans.

<u>Federal Standard 595 Color No.</u>	<u>Color</u>
FS 36492	Gray
FS 36622	Gray
FS 34230	Green
FS 30215	Brown

The noise barrier wall panels shall be integrally-pigmented (meeting the requirements of ASTM C979,) a significant depth into its cross-section so as to produce a uniform color should the panel become scratched, chipped or otherwise surface damaged. Variation in color or shading from panel to panel shall not be acceptable during construction. Field staining or painting to achieve a uniform overall color is not allowed during construction.

Individualized design panels may vary from standard noise barrier wall colors, textures, and patterns, as depicted in the Contract drawings.

The manufacturer of the noise barrier wall shall provide an aesthetic coating warranty to the Department of Transportation for a minimum of 10 years.

The noise barrier wall shall have a suitable surface for repainting, staining, sandblasting or other acceptable method of returning panels to their original color and texture should it become damaged after construction. Touching up, restaining, repainting, or sandblasting portions of the panel shall not result in visible color variation. Additionally, the noise wall manufacturer shall supply the Department with 25 gallons of matching color paint or stain to repair surface damage or vandalism. The matching color paint or stain shall be supplied along with the supplier name, wall location, project number, and a color identification number.

The Contractor shall also supply four (4) full panel sections of noise barrier wall, measuring 4 feet high each to the Department. These sections of noise barrier wall shall be of the same color and pattern as the noise barrier wall. The Contractor shall deliver and unload the materials at the recommended D.O.T. Maintenance Facility. The noise wall sections and matching color paint/stain shall be delivered and unloaded at the recommended D.O.T. Maintenance facility that will be

ultimately responsible for the noise barrier wall.

Reinforcing steel shall conform to the requirements of Article M.06.01. Additionally, all steel components, including fasteners and anchor bolts shall be completely hot-dip galvanized, after fabrication, in accordance with ASTM A123 or ASTM A153, as applicable. Zinc-rich field primer for touch up shall conform to the requirements of ASTM A780. The use of aerosol spray cans shall not be permitted.

Concrete for footings shall have a minimum 28-day compressive strength f'_c , of 3000 psi and conform to the requirements of Article M.03.01.

Wall sections which are mounted on a structure or used to maintain a grade difference on each side of the wall (earth retaining panels), as identified in the Contract drawings shall be designed and manufactured for those purposes. Specific calculations and details will be required when these types of walls are specified. Noise Barrier Wall mounted on a structure shall conform to the requirements of the special provision for "Noise Barrier Wall (Structure)."

Noise Barrier Wall (Earth Retaining Panels) (additional requirements):

Earth retaining panels produced by the noise wall manufacturer will be allowed where specified in the Contract Drawings, where the grade difference between the front and back of the noise barrier wall does not exceed 4 feet.

Noise barrier wall (earth retaining panels) shall have the same color, pattern, and textured absorptive surface pattern on visible portions as the other sections of noise barrier wall. Integrated sections shall be designed and reinforced to withstand any earth retaining lateral loads. Other necessary materials such as drainage holes, subdrain, filter fabric, or stone necessary to properly construct the integral retaining wall shall conform to manufacturer's specifications.

Other:

Rock in so far as it applies to "Rock in Pole Excavation" shall be defined as rock in definite ledge formation, boulders or portions of boulders, cement masonry structures, concrete structures, old noise wall footings or portland cement concrete pavement having a cross-sectional area that exceeds 50% of the cross-sectional area of the designed noise barrier wall upright support hole.

Crushed Stone, if required to be placed under or adjacent to the barrier associated with drainage and erosion control shall conform to No. 3 Crushed Stone per Article M.01.01.

Backfill for Noise Barrier Wall (Earth Retaining Panels) shall be pervious structure backfill conforming to the requirements of Articles M.02.05 and M.02.06.

All other materials shall conform to the requirements as indicated on the individual noise barrier wall plans and approved working drawings.

Experience:

The Noise Barrier Wall Designer shall submit to the Engineer documentation specifying a minimum of five years of experience designing the type of Noise Barrier Walls specified in the Contract Plans. The Contractor shall submit to the Engineer evidence of experience constructing Noise Barrier Walls. This documentation needs to be reviewed and approved by the Engineer prior to commencing the design of the Noise Barrier Walls.

Construction Methods:

Design:

Noise barrier walls shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, 8th edition dated 2018

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The noise barrier wall shall also be designed in accordance with the manufacturer's requirements, details and specifications for the noise barrier chosen.

Post covers or other devices supplied by the manufacturer and approved by the Engineer shall be installed on both sides in accordance with manufacturer's requirements over all noise barrier wall posts the full length of the noise barrier wall system.

General Design Requirements:

The top of the noise barrier wall shall be at the top of the wall elevations (at a minimum) shown on the Contract drawings.

The bottom panel shall be a minimum height of 54 inches and shall be precast reinforced concrete. It will have the same color, pattern, and textured absorptive surface pattern on visible portions as the other sections of noise barrier wall.

If the Contractor is required to use different types of wall, or transition at structures, based on the Contract plans, he shall design the transition or connection of the two types.

Noise Barriers shall have a reinforced integral cap with a maximum height of 6" on the top panels. Caps shall be cast with sound absorptive material.

For aesthetic purposes, except in cases of significant changes in grade, horizontal joint lines between panels shall match for a minimum distance of 60 feet, and if steps are required, the elevation difference between the horizontal joints of adjacent panels shall not be less than 3" or greater than 1'-0". These requirements shall also apply to the top elevation of the noise barrier wall. Strict adherence to these requirements is not necessary at angle breaks greater than 30 degrees or as approved by the Engineer.

Crushed stone shall be placed adjacent/under the noise barrier wall as depicted in the Contract Drawings to allow for cross drainage from one side of the wall to the other, to prevent erosion, or to function as a splash pad.

Submittals:

The Contractor is fully responsible for the design, detailing and additional specifications required for the selected noise barrier wall. All submitted drawings shall conform to section 1.05.02 regarding working drawings with the following additions:

Preliminary Submissions for Proprietary Noise Barrier Walls:

Prior to the start of fabrication or noise barrier wall construction, the Contractor shall submit to the Engineer a design package, which shall include six (6) sets of working drawings and four (4)

sets of design calculations for review in accordance with Article 1.05.02. The design package shall conform, but not be limited to the following:

Detailed Plans and Computations:

1. Plans shall be submitted by PDF.
2. All submittals (plans and computations) shall be stamped by a licensed Professional Engineer in the State of Connecticut, who shall also be available for consultation in interpreting his computations and drawings, and in the resolution of any problems, which may occur during the performance of his work.
3. Full plan view of the noise barrier wall, drawn to scale. This view shall show:
 - a. Beginning and end of the wall, as well as any angle points;
 - b. Posts shall be identified and numbered, with proposed coordinates of where each post will be placed;
 - c. Roadway baseline with 100-ft stations labeled;
 - d. Location of existing and/or proposed cantilever and truss sign supports;
 - e. Location of existing and/or proposed drainage systems/utilities. (Any existing drainage systems and/or utilities which are shown on the plans should be field verified.)
4. Full elevation view (roadway side) of the noise barrier wall, drawn to scale, and including:
 - a. Elevations of the finished top and bottom of the noise barrier wall panels at all locations;
 - b. Finished grade against the wall (on both sides);
 - c. Panel sizes;
 - d. Location of horizontal angle points;
 - e. Post length and post embedment dimension.
 - f. Transitions between different wall styles or types;
 - g. The approximate locations of 100' baseline stations (perpendicular);
 - h. Location of access for fire hoses or other appurtenances as applicable.
5. Details shall include:
 - a. Detail and description of the pattern, color, and texture of the proposed noise barrier wall;
 - b. Details for any individualized design panel depicting pattern, dimensions, depth of pattern, textures, and colors;
 - c. Details for noise barrier wall foundations/footings, for all expected soil conditions (soil, rock, partial soil/rock);
 - d. Transitions between different wall styles or types;
 - e. Details for excavating holes for foundations including drilling and dewatering methods (if required);

- f. Reinforcement details for the bottom precast concrete panel;
 - g. Details of stepped installations on longitudinal slopes (as required);
 - h. Detail for methods of constructing the noise barrier wall in the vicinity of any existing or proposed drainage systems in the vicinity of the wall;
 - i. Detail for methods of protection of the existing facilities during the construction of the noise barrier wall;
 - j. Drainage details:
 - i. Crushed stone placed adjacent to and/or under the wall panels where proposed on the Contract;
 - ii. Provisions for swaling longitudinally along walls;
 - iii. Structural drainage systems for transporting runoff from one side of the wall to the other side for noise barrier walls and for earth retaining panels;
 - k. Details of any falsework required to temporarily support the components during construction.
 - l. Details for covering noise barrier wall posts with manufacturer supplied post covers or other approved devices.
6. Plans shall also include:
- a. Specifications for all materials used in the construction of the noise barrier wall system;
 - b. Detailed construction and installation procedures;
 - c. Allowable fabrication tolerances for wall panels and posts;
 - d. Allowable installation tolerances for posts, including for allowable variations of horizontal spacing and from plumb.
7. Calculations shall include:
- a. Computations shall clearly comply with and reference applicable AASTHO provisions;
 - b. Calculations for the noise barrier wall foundations/footings, modeling all expected soil conditions (soil, rock, partial soil/rock);
 - c. Calculations for vertical loading of the bottom precast concrete panels (supported on the ends with a uniform load of the total panel weight above.)
 - d. Documentation of computer programs utilized, including all design parameters;
 - e. Computations for earth retaining panels shall conform to the latest edition of the AASHTO Standard Specifications for Highway Bridges including the latest Interims published except as noted herein. Additionally:
 - i. Earth retaining panels will only be allowed where the grade difference between the front and back of the noise barrier wall does not exceed 4 feet;
 - ii. Noise barrier walls with earth retaining panels shall be designed for a minimum 5-foot embedment;
 - iii. Consider a minimum live load surcharge equal to two feet of soil at a unit weight of 125 pounds per cubic foot. If there are a specific live load

surcharges, acting on the wall, they shall also be accounted for;

- iv. The minimum equivalent fluid pressure used to design the wall shall be 33 pounds per cubic foot per linear foot of wall.
- v. Earth retained noise barrier wall sections backfill material shall not contain any material which passes a No. 200 sieve. Backfill shall be placed in accordance with Section 2.02.

Final Submissions of Noise Barrier Wall Drawings:

Once the working drawings have been reviewed and accepted by the Department, the Contractor shall submit the final plans. The final submission shall be made within 14 days of acceptance by the Department. No work shall be performed on the wall until the final submission has been received. Acceptance of the final design shall not relieve the Contractor of his responsibility under the Contract for the successful completion of the work.

One CD containing the final approved drawings in .pdf format and five (5) sets of full-size paper copies shall be submitted for final working drawings and shop drawings for the Department's use and permanent records. Submissions in electronic format shall be created on ANSI D (22' x 34" full scale (1" electronic file = 1" paper) sheets. The purpose of creating these drawings on ANSI D sheets is so that they may be printed/plotted at that size or smaller without loss of legibility.

Construction Specifications:

- 1. Construction tolerances, methods and material specifications specific to the noise barrier walls chosen shall be provided. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included.
- 2. Any manufacturer requirements specific to the noise barrier wall not stated herein shall also be included.

Tolerances:

All noise barrier wall components shall conform to the following:

Posts:

Post Dimension Tolerances:

- 1. Post Height = +1/2" Post Vertical Sweep:
- 2. Posts < 16' long = +1/8" 2. Posts > 16' long = +1/4"

Post Installation:

- 1. In horizontal plane from plan location = +1"
- 2. In horizontal plane from adjacent post = +1/2"
- 3. Post plumb = +1" per 10' of wall height

Panels:

Panel Dimension Tolerances:

1. Panel Length and Height = +1/4"
2. Panel Structural Thickness = +1/4"
3. Panel Absorptive Material Thickness = +1/4"
4. Panel Horizontal Sweep = +1/8"
5. Panel Vertical Sweep = +1/8"

Position of Lifting Inserts:

1. Along Panel Length = +1"
2. Along Panel Thickness = +1/4"

Reinforcing Steel Tolerances:

1. Splice = +1" from Standard Lap Splice Requirement
2. Concrete Cover = +2"

Other:

There shall be no visible openings in the wall or under the wall, which would allow sound transmission.

Fabrication of Panels:

Textured Surface Treatment: Formed surfaces other than the exposed face shall not require a textured finish. If a textured surface finish is proposed for the wall, before proceeding with production, two (2) noise barrier wall panel samples (matching in surface treatment and color) shall be created:

1. One 24" x 24" x full thickness shall be provided by the fabricator for the Engineer's approval of color and surface treatment(s). Regular panel production may not commence without the Engineer's approval;
2. One full width x full thickness x four (4) feet high model panel, to use as a guide and standard for the color and finish to be furnished on production panels. This model panel shall be kept at the fabricator's plant to be used for comparison purposes during production. It may be used on the project at the end of precasting operations with permission from the Engineer.

If the proposed noise barrier wall is being used to replace an existing noise barrier wall, the existing wall(s) shall be removed and properly disposed of. All permits for its disposal shall be obtained by the Contractor and included in the cost. In this case, the proposed noise barrier wall shall be constructed no lower than to the top elevation of the existing wall or as shown on the Contract plans unless specifically noted otherwise.

Unexpected Obstructions:

Prior to driving piles, the Contractor shall field verify the location of all existing utilities, sewers

and culverts shown on the Contract plans. Should a sewer, or culvert be damaged by the Contractor's omission or negligence, the Contractor shall replace the damaged sections at his own cost.

If during construction, the avoidance of unexpected utilities, drainage or other obstructions requires the use of closer post spacing than that shown on the Contract plans, the Contractor shall furnish additional foundations, posts, and panels as directed by the Engineer. The additional foundations, posts, and panels shall conform to the Contract documents and other approved drawings and specifications. Field cutting of posts or panels will not be accepted.

For noise barrier walls installed on grade, the posts shall be driven unless alternate methods are proposed by the noise barrier wall designer and approved by the Engineer.

The Contractor shall plan his operations such that access is not required to areas behind the wall once access is difficult or once these areas have been stabilized. The Contractor, having caused his own access to be restricted, through finished grades or stabilized slopes shall not be allowed to use this as an acceptable reason to not perform required work. Should the Contractor need access to these areas, all reestablishment of grades, stabilizing slopes, or turf establishment shall be done at his own cost.

All ground beyond the limits disturbed by the installation of the wall shall be restored to its proposed finished condition and all excess material shall be removed from the site.

On Site Representative:

A qualified and experienced representative from the wall supplier shall be at the site at the initiation of the wall construction to assist the Contractor and the Engineer. The representative shall also be available for consultation on an as needed basis, as requested by the Contractor or the Engineer.

Installation:

Panel units shall be installed in accordance with manufacturer's recommendations. Special care shall be taken in setting the bottom course of units properly and to true line and grade.

Assembly of the various components shall be performed in such a manner that no undue strain or stress is placed on any of the members that constitute the completed structure.

Tolerance of driven posts shall be 1" in any two directions from the proposed pile location. If a post becomes driven off-line the post shall be re-aligned to obtain the desired tolerance.

Inspection and Rejection:

Marking: The date of manufacture, the production lot number, and the piece-mark shall be clearly marked on the side of each panel or module.

The quality of materials, the process of manufacture, and the finished units shall be subject to inspection by the Engineer prior to shipment.

Panels with textured surface treatments shall be rejected if there are variations in the exposed face that deviates from the approved model as to color or texture as determined by the Engineer.

Acceptance Criteria for Noise Barrier Wall:

Precast components shall be accepted for use in wall construction provided the concrete strength meets or exceeds the minimum compressive strength requirement, and the panel or module dimensions are free from any chipping, cracks, honeycomb surface treatment, open texture concrete, broken corners or other defects as determined by the Engineer.

The Contractor shall be responsible for ensuring a completed sound barrier system free of discoloration, cracks or objectionable marks which may adversely affect the barriers performance, aesthetics, or serviceability as determined by the Engineer. All structurally cracked panels, as determined by the Engineer, will be rejected either at the fabrication shop or at the construction site, even after installation, but prior to acceptance of the job.

Rejected panels deemed to require repair or replacement shall be replaced at the Contractor's expense. No payment shall be made for removing, temporarily storing, or reinstalling panels to enable access to the panel to be replaced. Any panels which are damaged during panel replacement shall also be replaced or repaired per the direction of the Engineer.

Method of Measurement:

Noise barrier wall and noise barrier wall shall be measured for payment from center to center of each vertical column supporting the wall by the number of square feet of wall system completed and accepted within the limits indicated on the plans or as ordered by the Engineer.

The vertical pay limit shall be from the bottom of the barrier panel section to the top of the barrier panel. Each span between columns shall be measured for payment separately, as stepping may be required.

Noise barrier wall (earth retaining panels) shall be measured for payment by the actual number of square feet of Noise barrier wall (earth retaining panels) installed and accepted. The vertical pay limit for each panel section shall extend from the bottom of the lowest panel, up to the top of the barrier panel above, specifically identified and constructed to retain earth.

Work or features for underdrainage associated with noise barrier wall (earth retaining panels) such as sweep holes, underdrains, filter fabric, pervious structure backfill, and stone backfill for

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pipng shall not be measured for payment but included in the item: Noise barrier wall (earth retaining panels).

Rock in so far as it applies to "Rock in Pole Excavation" shall be defined as rock in definite ledge formation, boulders or portions of boulders, cement masonry structures, or existing concrete structures. Where rock is encountered, it will be measured for payment from the top of the rock to the bottom of the necessary rock excavation when such rock has a cross-sectional area that exceeds 50% of the cross-sectional area of the designed noise wall upright support hole. Concrete required to fill the excavation beyond the designed support hole diameter or depth will not be measured for payment.

Matching color paint or stain shall not be measured for payment but included in the price for the noise barrier wall.

The four (4) full panel sections of noise barrier wall delivered to the D.O.T. Maintenance Facility, shall be measured and paid for as Noise Barrier Wall (sq ft).

Crushed Stone used under and/or adjacent to the Noise barrier wall shall not be measured for payment but included in the price for the noise barrier wall.

Basis of Payment:

Payment for this work will be made at the Contract unit price per square foot for Noise Barrier Wall and Noise barrier wall (earth retaining panels complete in place, which price shall include engineering, all materials utilized for the fabrication and installation of the wall itself (panel sections, stepping blocks, anchoring mechanisms, support columns and all necessary hardware), facing panels, excavation, grading, disposal of surplus material, equipment, tools, labor and work incidental to the installation of the wall. Payment shall also include the pigmentation of the wall and coatings.

Any additional material ie: fill, reuse or borrow necessary to construct an access road, temporary pads or any other method for the removal of noise barrier wall or the installation of any portion of the noise barrier wall will not be measured for payment but included in the item or in the overall cost of the work.

This extra material shall be disposed of at no additional cost to the State. Final grades in the front and back of the wall will conform to the proposed cross sections and final approved working drawings.

When rock is encountered within the limits of excavation for vertical supports, its removal will be paid for at the Contract unit price per vertical foot for "Rock in Pole Excavation," which

price shall include any additional excavation to remove the rock and any additional concrete required to fill the excavation beyond the designed pier hole diameter or depth.

Additional foundations, posts, and panels required due to unexpected field changes of the approved design directed by the Engineer shall be paid for at the square foot Contract price for that item.

No payment shall be made for weepholes, subdrainage, filter fabric or stone backfill for underdrainage associated with the noise barrier wall (earth retaining panels). These items shall be included in the cost of the wall.

No payment shall be made for survey, field verification, preparation of working drawings or for paint or stain required to repair vandalism.

No additional payment will be made for delivery of the additional panels to the DOT Maintenance Facility.

<u>Pay Item</u>	<u>Pay Unit</u>
Noise Barrier Wall	s.f.
Noise Barrier Wall (Earth Retaining Panels)	s.f.
Rock in Pole Excavation	v.f.