

**Up-State New York  
Technical Engineers Agreement  
2016-2021**

*between*

**Independent Employers  
*and***

**International Union of  
Operating Engineers  
*Locals 17, 463, & 158***

**Administered by:  
*IUOE Local 17, 463, & 158***



Technical Engineer  
Administrative Offices

Local 17 – Norm Noon, Business Manager  
Buffalo (716) 627-2648

Local 158 – Daniel J. McGraw, Business Manager  
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**ARTICLE 1  
GENERAL CONDITIONS**

**Article I- Section 01  
Declaration of Principles**

1.01.01 AGREEMENT -This Agreement entered into the 1st day of April, 2016 by and between Independent Employers as subscribed below, hereinafter known as the Employer of Parties of the First Part, and the International Union of Operating Engineers Locals 17, 463, & 158, hereinafter known as the Union, or Parties of the Second Part, and shall continue in full force and effect through the 31st day of March, 2021 unless changed by mutual consent as provided hereinafter and thereafter as provided by Article 1, Section 09, Paragraph 01.

1.01.02 PARTIES - Any one of the individual Parties comprising either the Parties of the First or Second Parts may, without joining with him the other Parties, make any claim, invoke any right or take any action proper to be taken hereunder in order to enforce any right given by this Agreement. It is intended that every right given individually to every one of the individual parties making up the Parties to this Agreement enforcing the same as though such party was named as the sole party to this Agreement.

1.01.03 PURPOSE - This Agreement is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and unavoidable delays and the results through them to the Employer of costs and expense and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor, to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon by reason of this Agreement and the purpose and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for thereunder; and further to establish and set up the necessary procedure for amicable adjustment of all disputes or questions that may arise between the Parties, or any of them so that the foregoing purposes may be brought about and accomplished.

1.01.04 PRINCIPLES - Both Parties to the Agreement believe that a uniform Agreement, if adopted by the Unions and the Employers engaged in heavy and building construction industry would further the interest of this industry, and further believe that such a uniform agreement should contain the following principles:

- (a) That there should be no limitations to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.
- (b) That there shall be no restriction of the use of machinery, tools or appliances.
- (c) That no person shall have the right to interfere with the workman during working hours.

(d) If any of the Parties of the First Part engage in any class of work not embodied in building and heavy construction as hereinafter defined, then this Agreement is of no force or effect on any such contract.

(e) Nothing contained in this Agreement shall prevent any employee of one classification from performing the duties of any other classification and also performing other duties when not engaged in work covered by this Agreement.

Article 1 Section 01.03 (Purpose) and 1.04 (Principles) are an integral part of this Agreement and all parties agree to abide by and be bound by the language contained in said sections. It is agreed that

the Declaration of Principles herein above set forth is a part of this Agreement and said principles shall be complied with and govern all parties hereto in the performance of the provisions of this Agreement.

## **Article I - Section 02 Territorial Jurisdiction**

### **1.02.01 TERRITORIAL JURISDICTION**

The counties of: Albany, Allegheny, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Erie, Essex, Franklin, Fulton, Genesee, Green, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Otsego, Oswego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming and Yates; also the northern part of Dutchess (to the northern boundary line of the City of Poughkeepsie).

## **Article 1 - Section 03 Work Jurisdiction and Description**

1.03.01 TYPE OF WORK COVERED - This Agreement shall apply to all qualified surveying employees and licensed land surveyors customarily and regularly engaged in building and heavy construction surveys.

1.03.02 EMPLOYEES INVOLVED - This Agreement shall apply to all Employees engaged in surveying and preliminary surveying performed by the Employer as work described within the below mentioned "Work Definition" (1.04.03). All employees involved in the performance of any of the following tasks: measuring of angles and distances, recording information, calculations, clearing sight lines, driving stakes, and any related work that is normal and routinely performed by field survey employees.

1.03.03 JURISDICTION DESCRIPTION - Including but not limited to: the work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the setting of offset, top and toe of slopes, and the establishing of right-of-way, control points and lines; the cross sectioning of areas and all that necessary work of clearing obstructions on survey; the driving of all stakes, pin hubs and spikes, layout of transverse concrete paving joints, including the snapping of all lines in connection with the above work. All instruments, including optical and electronic line, distance and grade devices used in connection with the above work shall be set up, taken down, and when necessary, operated by Technical Engineers covered by this Agreement. To include technological advances in the field of survey; the installation, calibration of G.P.S. as well as the maintenance and use of D.T.M., D.W.G., T.I.N, or similar type files used in these applications and drones when used for modeling or to perform bargaining unit work. Any type of ground marks (nails, stakes) initially generated by GPS method. When it is necessary to install or replace pins, clamps, arms and stringing of wire for the operation of machines controlled by sensors Technical Engineers jurisdiction terminates at the point which precise measurement by surveying instruments has ended. The residual work remaining is not claimed by the Union or survey party.

1.03.04 EXCLUSION - This Agreement excludes licensed professional engineers. Executives, administrators, supervisors to be limited to initial set-up and/or two (2) hours or less per day of bargaining unit work. This Agreement shall not apply to any field survey work beyond the direct control of the Employer, or when the owner requires a specific licensed land surveyor or licensed professional engineer to check or verify any work.

#### **Article 1- Section 04 Work Type Definition**

1.04.01 WORK TYPE - Building and Heavy Construction Surveying, where referred to in this agreement, is defined as work performed within the scope of the project construction agreement including verification of location and elevations when necessary.

1.04.02 Preliminary Surveying for feasibility or design of route locations for highways, railroads, pipelines, transmission lines, as well as water supply projects, dams, reservoirs, breakwaters docks, harbors, industrial sites and similar project.

1.04.03 WORK DEFINITION - All work shall include, but not be limited to, airports, buildings, railroad, and street railway construction projects, highways, streets, sewers, water mains, grade separation, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevation highways, drainage projects, sanitation projects, aqueducts, Irrigation projects, reservoirs, flood control projects, reclamation projects, water supply projects, water power development, hydroelectric developments, transmission lines, duct lines, pipelines, locks, dams, dikes, levees, channels, channel cut offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial and hazardous waste sites.



**Article 1- Section 05  
Employee Classification**

1.05.01 CHIEF OF SURVEY - One who directs the activities of several survey crews, organizes the field work and may act as a working Party Chief.

1.05.02 PARTY CHIEF - One who directs a survey party works independently with minimal supervision. Has a good understanding of all phases of the survey. Can perform a broad variety of survey calculations related to vertical and horizontal location. Can make judgments as to quality and acceptable field accuracy and can supervise other employees in the performance of the work.

1.05.03 INSTRUMENT PERSON - One who operates the surveying instruments for measurements. Understands proper care and handling and adjustments of surveying instruments is knowledgeable of a variety of surveying techniques and assists the Party Chief by checking calculations and recording notes. One who uses tapes, rods and hand tools for measurements. assists the survey crew and has a good understanding of all survey tasks including 3D Modeling and computer generation.

1.05.04 ROD PERSON – One who has a basic knowledge of survey operations. Should have a working knowledge of a prism pole, level rod, plumb bob and be able to assist the party chief and/or instrument person with survey measurements. Duties should not include decision making or operating surveying instruments.

1.05.05 APPRENTICE - One who is registered in the formal apprentice training program while assisting the survey party in its duties.

**Article 1 - Section 06  
Crew Make-Up and Size**

1.06.01 CREW MAKE UP - Each survey crew shall be directed by and contain a Party Chief. Subsequent crew members shall be Instrument or Rod person.

1.06.02 CREW SIZE - The Employer shall have the right to determine the size of survey crew.

106.03 CHIEF OF SURVEY - When a combination of more than seven Party Chiefs and Instrument or Rod person or Apprentices are employed on one project by one employer a working Chief of Survey shall be employed to direct and assist the survey crews. The Chief of Survey shall be paid one dollar per hour above the current Party Chief rate.

**Article 1- Section 07  
Subcontracting**

1.07.01 SUBCONTRACT AGREEMENT - The Employer agrees that should any part or portion of the work covered by this Agreement be sublet to any other employer or sub-employer, the provisions of this Agreement shall be binding upon and applicable to all work performed by said other employer or sub-employer. It is further agreed that prior to the sub-employers starting work they shall be in contractual relation with the Union.

1.07.02 SUBCONTRACTOR DEFINITION - A sub employer is defined as any person, firm, partnership, self-employed person or corporation who agrees, under contract, with the Employer to perform on the job site any part or portion of the work covered by this Agreement.

1.07.03 In the event the Employer subcontracts the work to be performed by employee licensed land surveyors it shall be subcontracted only to firms or persons who are bound to this Agreement. If there are no signatory contractors available, the Employer may contract with non-signatory licensed land surveyor companies.

### **Article 1- Section 08 Jurisdictional Disputes**

1.08.01 GOVERNING AUTHORITIES -The parties hereto mutually agree that in the event of a jurisdiction dispute with any other union or unions, the dispute shall be submitted to the National Joint Board for Settlement or Jurisdictional Disputes for settlement in accord with the plan adopted by the Building Trades Department of the A.F.L.-C.I.O. and the Associated General Contractors of America, Inc. The parties hereto further agree that they will be bound by any decision or award of the Joint Board. Neither party shall order or permit any lockout, strike or other work stoppage or slowdown. Further, the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members with respect to a jurisdictional dispute.

1.08.02 WORK ASSIGNMENTS - The Employer shall assign work in accordance with the trade jurisdiction of the I.U.O.E. decisions of record, the rules of the National Joint Board for Settlement of Jurisdictional Disputes, and the International Union Agreements. In the event that work assignments are made contrary to the aforementioned principles, then the Employer shall be liable for any lost work opportunities at the then prevailing rate of wages and supplements for the classification involved.

### **Article I- Section 09 Duration of Agreement**

1.09.01 DURATION - This agreement shall continue in effect from the 1<sup>st</sup> day of April, 2016 through the 31<sup>st</sup> day of March, 2021, and during each calendar year thereafter, unless on or before the 31<sup>st</sup> day of January, 2021 or January 31<sup>st</sup> of any year thereafter, written notice of termination or modification of this Agreement is served by either party on the other party. In the event that such written notice is served and changes in this Agreement are agreed upon, a new Agreement is embodying such changes shall be reduced to writing and executed.

### **Article I - Section 10 Savings Clause**

1.10.01 SAVINGS CLAUSE - In the event that any State or Federal Statute of Law shall supersede or invalidate any clause of this Agreement, such Statute of Law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft anew section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

**ARTICLE 2  
WORKING CONDITIONS**

**Article 2 - Section 01  
Hiring Employees and Union  
Membership**

2.01.01 EMPLOYEE SOURCE -The Employer recognizes the Union as a source for the procurement of skilled workers covered by this Agreement and the Union agrees to furnish such workers upon request by Employer.

2.01.02 UNION NOTIFICATION - The Employer, when requesting men from the Union, shall make every effort to notify the Business Representative, twenty-four (24) hours in advance.

2.01.03 UNION MEMBERSHIP Requirement is agreed that on the eighth (8th) day following the beginning of Employment of workman or the effective date of this Agreement, whichever is later, membership in the Union shall be a condition of employment. The hiring of new workmen and the discharging of employees upon the request of the Union shall be in accordance with the Labor Management Relations Act of 1947 as amended.

2.01.04 PRE-JOB CONFERENCE -The Employer agrees that as soon as a contract for a job has been awarded, or within a reasonable time thereafter, but prior to the starting of any job, he will notify the Union of such job award, make arrangements and hold a pre-job conference with the Union. This clause shall apply to every job or project undertaken by the Employer.

2.01-05 JOB SITE VISITATIONS - Authorized representatives of the Union shall be allowed to visit jobs during working hours to interview Employer and Employees, but shall in no way interfere with or hinder the progress of the work. Said representatives are to report to the Supervisor before conferring with Employees.

2.01.06 STEWARD - The Union shall have the right to appoint a steward and shall notify the Employer of their selection. The steward shall be employed as long as there is work within their classification. The steward shall be given sufficient time to perform the duties assigned to them by the Union. In case of injury to Employee(s) covered by this Agreement, the steward shall be notified as soon as possible.

2.01.07 PICKET LINES -The Employer agrees not to discipline or discharge any employee who refuses to cross a bona fide trade union picket line. The right of any Employee to exercise this privilege shall not be a violation of this Agreement and shall not subject the Employee to penalties. No Employee shall be discharged for defending the rights of any Employee under the terms of this Agreement.

2.01.08 NON-DISCRIMINATION IN EMPLOYMENT - The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions, and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The employer shall have the right to conduct systematic and direct recruitment of qualified minority and female applicants should the Union fail to refer sufficient minority and female trainees within (48) hours to satisfy specific contractual Equal Employment Opportunity requirements and conditions. The use of a masculine or feminine gender In this agreement shall be conceived as both genders.

## **Article 2 - Section 02 Apprentice and Training**

2.02.01 JOINT APPRENTICE COMMITTEE - There is hereby established a Joint Apprentice and Training Committee equally represented by members of Local Unions 463, and 158 and management to administer and determine policy, to maintain and organize a planned system of training and upgrading to insure a sufficient number of skilled technical engineers to fulfill the industry's requirements.

2.02.02 TRAINING STANDARDS - Training and upgrading standards and modifications adopted in the future shall be a part of this Agreement and shall apply to the Union, Employer and employer organizations signatory hereto, their members and to other employers who subscribe hereto, and also to all members utilizing any and all training programs to be conducted.

2.02.03 UPGRADING - Training and Upgrading - The establishment and purposes of this program is to insure the Employer of qualified, skilled Technical Engineers and to insure the members of a planned system of training and advancement based on knowledge and skills.

2.02.04 PURPOSE:

(a) Insure the Employer of sufficient qualified technical engineers.

(b) Insure individuals desiring to become technical engineers of the right to enter the industry on a personal merit without regard to race, color, creed or gender.

(c) Insure the apprentice of a planned system where he can advance on his merits and be paid accordingly.

2.02-05 QUALIFICATIONS - Each technical engineer being referred for work or employed by an employer coming under the terms and conditions of this Agreement shall be evaluated and qualify by the Joint Apprenticeship and Training Committee. Advancement in classification shall be through testing and qualification by the above named Committee.

2.02.06 CONTINUING EDUCATION - Each Technical Engineer being referred by the Union to the Employer for work shall be required to complete 8 hours of continuing education during this Agreement as defined by the Joint Apprentice and Training Committee. There will be a yearly meeting of the Labor/Management group to review training.

2.02.07 WAGE CLASSIFICATIONS - Technical Engineers rated or reclassified by the Joint Apprenticeship and Training Committee shall be paid in accordance with the rating and classification.

**Article 2 - Section 03  
Hours of Work and Overtime**

2.03.01 HOURS OF WORK - Eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a week's work, Monday through Saturday. Normal workday shall consist of eight hours with one-half (1/2) hour for lunch.

2.03.02 STARTING TIME AND OVERTIME -The starting time shall be set by the Employer, except that the starting time shall not be changed from day to day. All time worked beyond eight hours shall be considered overtime and shall be paid at one and one-half (1 1/2) times the amount set forth in this Agreement. The work day must start no sooner than 6:00 A.M., nor later than 8:00 A.M., except as may be otherwise mutually agreed upon by the Employer and the Union.

2.03.03 TWO SHIFT OPERATIONS - On operations requiring two (2) shifts, the shifts shall be at least eight (8) hours and scheduled of equal duration. It is understood there is no guarantee that on a given day, one shift might not vary due to weather, equipment breakdown or changes in operation schedules.

2.03.04 THREE SHIFT OPERATIONS - On three (3) shift operations, the first or day shift shall be of eight (8) hours duration; and the second shift shall be of seven and one-half (7 1/2) hours duration; and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay. On three (3) shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shift. All time worked in excess of the normal shift shall be considered overtime.

**Article 2 - Section 04  
Guaranteed Work Week**

2.04.01 TWENTY-FOUR HOUR GUARANTEE - During the period November 1 to May 15, there shall be a twenty-four (24) hour guarantee, Monday through Saturday. Once an Employee starts to work, they are guaranteed twenty-four (24) hours or the number of eight (8) hour days remaining between the day of hiring and Friday, whichever is less. Any Employee who reports for work at the regularly appointed starting time, unless he has been notified on the previous day that his services will not be required, shall be entitled to show-up time of two (2) hours at straight time. The Employees shall remain on the job for the two (2) hour period unless otherwise directed by the Employer. Two (2) hour show-up time shall apply toward the twenty-four (24) hour guarantee. Time lost Monday through Friday, due to conditions beyond the Employer's control, to the extent of eight (8) hours, may be made up on Saturday at time and one-half. A paid holiday not worked may not be used as a basis for makeup time, since the time is not lost through conditions beyond the Contractor's control. When an Employee is terminated or a job closes down, an Employee shall receive eight (8) hours for each preceding day and a minimum of four (4) hours or actual hours worked, whichever is greater for the day of shutdown. An employee laid off and re-hired to the same employer during the same week shall receive a minimum of 24 hours pay.

2.04.02 MID-WEEK HIRE - If an Employee starts work in the middle of the week, or any day after Monday, they are guaranteed the number of eight (8) hour days remaining between the day of hiring and Friday. Make-up time is based on the time lost after they start work.

2.04.03 PERSONAL TIME OFF - If an Employee takes time off for personal business, their guaranteed work week shall be reduced by the number of hours or days off.

2.04.04 ELECTION DAY - All Employees of the Contractor shall be allowed time to vote on Election Day as required by Law,

**Article 2 - Section 05  
Paid Holidays and Sundays**

2.05.01 PAID HOLIDAYS - Paid holidays to be observed are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, irrespective of the day of the week on which the holiday may fall. If the holiday falls on a Saturday, it will be celebrated on Friday. If the holiday falls on a Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as a holiday.

2.05.02 LAYOFF DURING HOLIDAY WEEK - Any Employee laid off within the week in which a holiday falls, shall receive holiday pay.

2.05.03 BEFORE AND AFTER WORK DAY REQUIREMENT - An Employee must work the working day before and the working day after a holiday to receive holiday pay. However, an Employee not able to report because of proven sickness, death in the immediate family, or accident shall be entitled to holiday pay.

2.05.04 HOLIDAY WORK - If an Employee reports for work on a holiday, set forth in Section 1 above, and does not start, then they shall be paid a minimum of four (4) hours straight time in addition to the straight time paid for said paid holiday. If an Employee starts work on a paid holiday, they shall be paid a minimum of eight (8) hours per day at double time plus the holiday pay.

2.05.05 SATURDAY WORK - If an Employee covered by this Agreement is ordered out on Saturday and has completed the twenty-four (24) hour guarantee and their services are not used, they shall receive two (2) hours pay at straight time. If an Employee starts to work, they shall receive a minimum of four (4) hours at premium time. An Employee shall be paid the actual hours worked in excess of four (4) hours minimum.

2.05.06 SUNDAY WORK - If an Employee covered by this Agreement is ordered out to work on a Sunday and reports on the job but their services are not used, they shall receive a minimum of eight (8) hours pay at straight time. If an Employee reports on the job and does start work, they shall be paid a minimum of eight (8) hours pay at double time.

**Article 2 - Section 06**  
**Paydays**

2.06.01 PAY WITHHELD - All wages under this Agreement shall be payable on the job every week. Not more than six (6) days shall be held back. Checks, pay stubs or pay envelopes shall show all information required by Law and the Employers' name imprinted on them.

2.06.02 INVOLUNTARY TERMINATION AND LAYOFF -If, for any reason, the Employer terminates the services of any Employee working under this Agreement, they shall be paid In full at the time of termination. If such Employee is not paid in full at the time of termination, they shall receive two (2) additional hours at the straight time rate. However, such accrued wages and waiting time must be mailed or delivered to the Employee not later than the next succeeding business day.

2.06.03 VOLUNTARY TERMINATION - If the Employee voluntarily leaves their job, they shall not be entitled to receive pay until the next regular payday, nor shall they be entitled to any additional pay for returning to the job in order to collect such pay.

**Article 2 - Section 07**  
**Safety Clause**

2.07.011 WORK SAFETY - No Employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

2.07.02 SAFETY RULES - The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of Safety equipment will be continually promoted by both Parties.

2.07.03 SAFETY COMMITTEE -Where the Employer has a Safety Committee on any job, one of the Employees who is a member of the Union shall be a party to such committee. The duties of the Committee shall be determined by the Employer.

2.07.04 EMPLOYEE NEGLIGENCE - The Union and Employees agree that willful neglect and failure by an Employee to obey company safety rules, standards and regulations prescribed pursuant to the Occupational Safety and Health Act (OSHA) or other governmental regulations or legislation, or to use properly such safety devices or equipment as provided by the company shall be just cause for the immediate discharge upon first offense. A copy of the company safety program shall be furnished each employee at time of employment.

2.07.05 SUBSTANCE ABUSE - The Employer and the Union are committed to provide a safe work environment for its Employees and the public and also maintain a reliable, productive, quality workforce and thus affirm that construction job sites subject to this Agreement must be alcohol and drug free. Employees whose job performance is impaired by the use of alcohol or drugs create an unacceptable safety risk to themselves, coworkers and the public. Employees who violate the joint policy on substance abuse shall be subject to discipline up to and including immediate discharge without recourse to the grievance procedure.

2.07.06 JOINT POLICY ON SUBSTANCE ABUSE - The Union and the employer agree that they will cooperate in establishing drug and alcohol free work sites. The written program will become part of the collective bargaining agreement as established by Workplace Safety of Upstate New York, Inc. (WSUNY), a corporation established by labor and management for the purpose of creating and maintaining a uniform drug abuse policy and procedures; WSUNY shall in addition designate and contract on a collective basis for all related services necessary to execute the drug policy and procedures, including T.P.A. and M.R.O. The employer shall pay the cost of each test and M.R.O. service as established by WSUNY.

**Article 2 - Section 08  
Arbitration of Disputes**

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

2.08.02 GRIEVANCE PROCEDURE - All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled pursuant to the following procedures:

(a) The subject matter of the dispute shall be discussed, and if possible, resolved on the job site in a meeting of the Union Representatives and the Employers Representatives.

(b) If the dispute cannot be settled on the job site, then the matter will be referred to the Union and the Employer. These two parties shall attempt to settle the matter within forty-eight (48) hours after the grievance arises.

(c) If the Union and the Employer cannot agree the dispute will be submitted to arbitration with the New York State Mediation and Conciliation Service.

2.08.03 GRIEVANCE PROCEDURE RULES - In using the procedure described above in 2.08.02, the following rules shall govern:

(a) To initiate the first step (a) of the grievance procedure, the subject matter of the dispute must be reduced to writing within four (4) working days of the action complained of and presented to the Employer or his representatives,

(b) In all cases, the status quo will be observed pending resolution of the dispute.

(c) Each of the steps of the grievance procedure shall be held in the jurisdiction area of the Union.

(d) With respect to all discharge cases, it is agreed that the discharge of an Employee shall only be for just cause and it is further agreed that Steps (a) and (b) and (c) shall be completed within seven (7) days and that the arbitration will be conducted as soon thereafter as an arbitrator is available.



2.08.04 EMPLOYEE RIGHTS - No Employee shall have the right to institute action, arbitration or proceedings under this Agreement, but the institution of such grievance shall be brought by the Union.

2.08.05 WAGES, HOURS AND FRINGE BENEFITS -Violations concerning wages, hours or fringe benefit contributions shall not be subject to the arbitration provisions of this Article

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

### **Article 2 - Section 9 Termination and Discharge**

2.09.01 QUALIFICATIONS - The Employer shall be the sole judge of the qualifications and acceptable work performance of all of its Employees and may on such grounds discharge any of them.

2.09.02 VOLUNTARY TERMINATION RESTRICTIONS -No Employee covered by this Agreement shall leave an uncompleted contract or project to accept employment with another Employer unless agreeable to both Employers and the Union involved and the Employee's request is made twenty-four (24) hours in advance. However, persons covered by this Agreement may be moved from one project to another at the discretion of the Employer but the Union shall be notified within twenty-four (24) hours.

2.09.03 TERMINATION AND ARBITRATION - In the event that an Employee covered by this Agreement is discharged, he or his designated representative on his behalf, shall be entitled to utilize the grievance procedure hereinafter provided by "Arbitration of Disputes" of this Agreement.

**Article 3 - Section 01  
Fringe Benefit Funds**

3.01.01 EMPLOYEE BENEFIT FUNDS - The Employer agrees to contribute to the following funds in the proper amounts hereinafter set forth in Article 4 - Wage and Benefit Schedule for each actual hour paid:

- (a) Upstate New York Engineers' Training Fund.  
    or  
    Local 158 District 106 Training and Apprenticeship Fund  
    or  
    Local 17 Training Fund
- (b) Upstate New York Engineers' Welfare Fund.
- (c) Upstate New York Engineers' Pension Fund.
- (d) Engineers' Central Pension Fund.

3.01.02 BENEFIT FUND MANAGEMENT - Such contributions are to be remitted to the proper above mentioned funds all of which are located at 101 Intrepid Lane, PO Box 100, Syracuse, NY 13205-0100, in the mode and manner as determined by the Board of Trustees of each respective Fund, pursuant to the terms of Agreements and Declarations of Trusts between the Independent Employers, and Local Unions 17, 463, and 158 of the International Union of Operating Engineers.

3.01.03 DELINQUENCY - Notwithstanding any other provisions In this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to Funds after notice has been served upon such delinquent Employer and the Association, the Employer shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of collection, legal fees not in excess of twenty percent (20%) of the amount of said delinquency and the costs of an audit it auditing procedures are necessary to ascertain the amount of the delinquencies.

The failure of any Employer to make timely and proper contributions and remittances to the Funds shall not relieve any other Employer from making such payments.

3.01.04 RED ZONE PENSION PLAN - The Trustee of the Upstate New York Engineers Pension Fund, (formerly known as the Engineers Joint Pension Fund) adopted a Rehabilitation Plan on June 7, 2010. Thereafter, the Trustees of the Upstate New York Pension Fund provided the parties the schedules adopted as part of the Rehabilitation Plan. The parties have negotiated and have adopted the schedule designated in the Rehabilitation Plan as the Preferred Schedule. That schedule is incorporated by reference into this collective bargaining agreement. Pursuant to such schedule, the parties, in addition to agreeing to the revised benefit structures set forth herein, also agree to contributions to the Upstate New York Engineers Pension Fund as provided for in this agreement, which amounts to no less than those referenced in the Preferred Schedule.

3.01.05 AGREEMENT TERMINATION FOR DELINQUENCY - It is further agreed between the parties hereto that, in addition to the provisions contained in the preceding paragraph, the Unions are granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and, at the option of the Unions, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Unions exercise such option under this section, such delinquent Employer agrees to pay, as liquidated damages, each of said Employers' Employees in the collective bargaining unit of the Unions, their regular rate of pay for all time lost from work as a result of the Employer's delinquency to the above listed Fund.

3.01.06 UNION AND BENEFIT FUNDS RIGHTS - The parties hereto recognize that the Union, the Funds, and/ or any affiliated Fund may make contributions to the respective Funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

The Upstate New York Engineers Joint Welfare Fund, Upstate New York Engineers Pension Fund the Upstate New York Engineers Training, Retraining and Skill Improvement, Safety Education and Apprenticeship Fund and the Engineers Central Pension Fund (jointly referred to as "Funds") shall be administered pursuant to provisions of Agreements and Declarations of Trust of the respective funds, the Collection Policy, the Mistaken Contribution Policy, and the Withdrawal Liability Policy jointly referred to as "Policies") established by the various funds' Trustees, and shall be in compliance with the requirements of state and federal laws governing and regulating such trusts. Such agreements and Declarations of Trust and Policies, together with any amendments to the Trusts or Policies, reference as if fully set forth herein.

The parties to this collective bargaining agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions of said Agreements and Declarations of Trust of the Funds, the Collection Policy, and Withdrawal Liability Policy, and the Mistaken Contribution Policy, as if said Agreement and Declarations of Trust and the Policies were fully set forth herein and made a part hereof.

In the areas of the operation and administration of the Funds and any other areas of responsibility or authority delegated to or reserved to the Funds' Trustees under the Employee Retirement Income Security Act of 1974 ("ERISA"), including but not limited to, collection of delinquencies, return of contributions, and the rights and remedies of the Funds when collecting delinquencies, if the terms of this Agreement conflict with the Agreements and Declarations of Trust of the Funds and/or Policies, the terms and provisions of the Agreements and Declarations of Trust of the Funds and/or the Policies, the terms and provisions of the Agreements and Declarations of Trust and the Policy will govern and supersede any inconsistent provision of this Agreement.

3.01.07 Local 158, District 106 TRAINING AND APPRENTICESHIP FUND – Section 1. The Employer agrees to contribute the amount shown in Article V, Wages, per hour, for each hour paid (including holidays) to the Operating Engineers Local 158, District 106 Training Fund to be established by an Agreement and Declaration of Trust pursuant to the provisions of the Labor Management Relations Act of 1947, as amended. Such contributions shall be remitted to the Operating Engineers Local No. 158, District 106 Training Fund located at 44 Hannay Lane, Glenmont, NY 12077, in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust between the Independent Employers and Local Union No. 158 of the International Union of Operating Engineers.

Section 2. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to the Operating Engineers, Local No. 158, District 106 Training Fund after notice has been served upon such delinquent Employer and the Association, the Employer shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of collection, legal fees not in excess of twenty percent (20%) of the amount of said delinquency and the costs of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Fund shall not relieve any other Employer from making such payments.

Section 3. It is further agreed between the parties hereto that in addition to the provision contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached; and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this Section, such delinquent Employer agrees to pay as liquidated damages, each of said Employers Employees in the collective bargaining unit of the Unions, their regular rate of pay for all time lost from work as a result of the Employers delinquency to the Operating Engineers, Local No. 158 Training Fund.

Section 4. The parties hereto recognize that the Union, the Fund and/or any affiliated Fund may make contributions to the respective Funds for and on behalf of their employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

3.01.08 LOCAL 17 TRAINING FUND – Section 1. The Employer agrees to contribute to the Operating Engineers Local 17 Training Fund. Such contributions shall be remitted in the amounts hereinafter set forth in Article 4 Section 1 and 2 for each actual hours paid (excluding holidays not worked) to the Upstate New York Engineers Benefit Fund, 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 or any other depository selected by the Trustees, in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust between the Independent Employers and Local Union 17 of the International Union of Operating Engineers.

Section 2. Notwithstanding any other provision contained in this Agreement, the parties agree that any employer who becomes delinquent in the payment of contributions due to the Operating Engineers Local 17 Training Fund after notice has been served upon such delinquent Employer, shall be liable for not only the amount of contributions due, but in addition thereto, interest, costs and fees of collection. Legal fees due shall not exceed twenty percent (20%) of the amount of said delinquency and the cost of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Fund shall not relieve any other Employer from making such payments.

Section 3. It is further agreed between the parties hereto that in addition to the provisions contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent employer agrees to pay as liquidated damages, to each of said Employer's Employees in the collective bargaining unit their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

Section 4. The parties hereto recognize that the Union, the Funds, and/or any affiliated fund may make contributions to the respective Funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

### 3.01.09 LOCAL 17 SUPPLEMENTARY UNEMPLOYMENT INSURANCE BENEFIT FUND CONTRIBUTIONS

1. The Employer agrees to contribute to a Supplemental Unemployment Insurance Benefit Fund in the amounts hereinafter set forth in Article 4 for each actual hour paid (excluding holidays not worked). Such contributions shall be remitted to the Upstate New York Engineer's S.U.B. Fund located at 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust between the Independent Employers and Local Union 17 of the International Union of Operating Engineers, AFL-CIO.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to the Upstate New York Engineer's S.U.B. fund after notice has been served upon such delinquent Employer, shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of collection. Legal fees due shall not exceed twenty percent (20%) of the amount of said delinquency and the costs of any audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Funds shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provisions contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent Employer agrees to pay, as liquidated damages to each said Employer's Employees in the collective bargaining unit, their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

4. The parties hereto recognize that the Union, the Funds, and/or any affiliated fund may make contributions to the respective funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

### 3.01.10 CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND

Section 1. Effective 7/1/2015 the Employer shall contribute \$.05 per hour for each hour worked for which employees receive wages under the terms of this agreement into the Upstate New York IUOE Construction Industry Research and Service Trust ("CIRST"). It is understood and agreed that the Employer shall be bound by the terms and provision of the Agreement and Declaration of Trust of the CIRST, and all amendments heretofore and hereafter thereto, as though the same were fully incorporated herein. The Employer agrees to fully incorporate, as if written herein, the articles under Trust Funds found elsewhere within this agreement.

**ARTICLE 4  
CLASSIFICATION & PAY RATES**

Article 4 - Section 01 for Local 158 & 463

	Negotiated Five Year Agreement				
	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Chief of Survey	\$39.76	TBD	TBD	TBD	TBD
Party Chief	\$38.49	TBD	TBD	TBD	TBD
Instrument	\$35.32	TBD	TBD	TBD	TBD
Rod	\$26.03	TBD	TBD	TBD	TBD
<b>Benefits:</b>					
Welfare	\$7.10	TBD	TBD	TBD	TBD
UNYEBF	\$7.30	TBD	TBD	TBD	TBD
CPF	\$5.35	TBD	TBD	TBD	TBD
Training	\$0.75	TBD	TBD	TBD	TBD
HRA	\$2.20	TBD	TBD	TBD	TBD
CRIST	\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement	\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>	\$23.75	\$0.00	\$0.00	\$0.00	\$0.00

\*Increase of 3.25% of total package to be allocated yearly.

Article 4 - Section 02 for Local 17D

	Negotiated Five Year Agreement				
	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Chief of Survey	\$39.88	TBD	TBD	TBD	TBD
Party Chief	\$38.09	TBD	TBD	TBD	TBD
Instrument	\$35.95	TBD	TBD	TBD	TBD
Rod	\$25.63	TBD	TBD	TBD	TBD
<b>Benefits:</b>					
Welfare	\$7.10	TBD	TBD	TBD	TBD
UNYEBF	\$7.55	TBD	TBD	TBD	TBD
CPF	\$4.10	TBD	TBD	TBD	TBD
Training	\$0.75	TBD	TBD	TBD	TBD
HRA	\$1.95	TBD	TBD	TBD	TBD
S.U.B.	\$1.65	TBD	TBD	TBD	TBD
CRIST	\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement	\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>	\$24.15	\$0.00	\$0.00	\$0.00	\$0.00

\*Increase of 3.25% of total package to be allocated yearly.

**Article 4 - Section 03  
Supplemental Pay**

4.03.01 TUNNELS - When a Technical Engineer is working in a tunnel, they shall receive \$3.00 over their regular rate.

4.03.02 HAZARDOUS WASTE - When an employee who is covered under this collective bargaining agreement works in a hazardous area and is required by Federal, State, Owner or Employer rules or regulations to wear any type of respiratory equipment such as described in the A, B or C classifications under the Code of Federal Regulations 291910,120, shall receive two dollars and fifty cents (\$2.50) over their regular hourly rate,

**Article 4 - Section 04  
Employee Deductions**

4.04.01 EMPLOYEE DEDUCTIONS - The following deductions will be made from each Employee's paycheck weekly. Signed deduction authorization required for each Employee. Copies are available from the Union.

(a) Voluntary Political Action Fund – Ten (\$.10) cents for each hour paid.

(b) Defense and Benefit Fund (Union Supplemental dues) - Local 17 & 463 Four (4%) percent of gross pay each week. Local 158 Three point one five (3.15%) percent of total package (wages + fringes).



**Article 4 - Section 05  
Apprentice Pay Rates and  
Fringe Benefit Schedule**

4.05.01 Local 158 & 463 APPRENTICE WAGE & FRINGE BENEFITS

<b>Apprentice Application Hours</b>		<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Apprentice 1 <sup>st</sup> Year (0-1000 Hours)	60% Rodperson	\$15.62	TBD	TBD	TBD	TBD
<b>Benefits:</b>	60% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$3.30	TBD	TBD	TBD	TBD
CPF		\$2.37	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$1.05	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$15.62				
Apprentice 2 <sup>nd</sup> Year (1001-2000)	70% Rodperson	\$18.22	TBD	TBD	TBD	TBD
<b>Benefits:</b>	70% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$4.30	TBD	TBD	TBD	TBD
CPF		\$3.37	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$1.65	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$18.22				
Apprentice 3 <sup>rd</sup> Year (2001-3000)	80% Rodperson	\$20.82	TBD	TBD	TBD	TBD
<b>Benefits:</b>	80% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$5.30	TBD	TBD	TBD	TBD
CPF		\$4.42	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$2.20	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$20.82				

4.05.02 Local 17D APPRENTICE WAGE & FRINGE BENEFITS

<b>Apprentice Application Hours</b>		<b><u>7/1/2016</u></b>	<b><u>7/1/2017</u></b>	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>
Apprentice 1 <sup>st</sup> Year (0-1000 Hours)	60% Rodperson	\$15.38	TBD	TBD	TBD	TBD
<b>Benefits:</b>	60% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$2.55	TBD	TBD	TBD	TBD
CPF		\$1.10	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$1.18	TBD	TBD	TBD	TBD
S.U.B.		\$1.65	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$15.38				
Apprentice 2 <sup>nd</sup> Year (1001-2000)	70% Rodperson	\$17.94	TBD	TBD	TBD	TBD
<b>Benefits:</b>	70% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$3.55	TBD	TBD	TBD	TBD
CPF		\$2.10	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$1.74	TBD	TBD	TBD	TBD
S.U.B.		\$1.65	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$17.94				
Apprentice 3 <sup>rd</sup> Year (2001-3000)	80% Rodperson	\$20.50	TBD	TBD	TBD	TBD
<b>Benefits:</b>	80% Benefits					
Welfare		\$7.10	TBD	TBD	TBD	TBD
UNYEBF		\$4.55	TBD	TBD	TBD	TBD
CPF		\$3.50	TBD	TBD	TBD	TBD
Training		\$0.75	TBD	TBD	TBD	TBD
HRA		\$1.90	TBD	TBD	TBD	TBD
S.U.B.		\$1.65	TBD	TBD	TBD	TBD
CRIST		\$0.05	TBD	TBD	TBD	TBD
UNYE Pension Supplement		\$1.00	TBD	TBD	TBD	TBD
<b>Total Benefits:</b>		\$20.50				

**ARTICLE 5  
AUTHORIZATION SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be subscribed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_20\_, and this Agreement shall be binding upon their successors and assigns.

**5.01 EMPLOYER AUTHORIZATION**

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Duly Authorized Officer	Date
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**5.02 UNION AUTHORIZATION**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
Locals 17, 463 & 158

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Business Representative	Date
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We hereby accept the provisions of the above contract. The Union and the Company do hereby agree to abide by and enforce same.

This Agreement was negotiated by and between representatives of the Independent Employers and Upstate Local 17, 463 & 158 as listed below.

William J. Tucker II  
Clear Creek Land Surveying LLC

Norm Noon, Business Manager  
Local 17

\_\_\_\_\_  
Authorized Signature

Robert Hill  
U.C.C. Constructors, Inc.

\_\_\_\_\_  
Authorized Signature

Daniel J. McGraw, Business Manager  
Local 158

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Paul McCollum, Business Manager  
Local 463

\_\_\_\_\_  
Authorized Signature