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AGREEMENT

between

CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.
and
AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT INC.

and

TEAMSTERS LOCALS NOS. 191, BRIDGEPORT; 443, NEW HAVEN;
493, NEW LONDON; 559, HARTFORD; AND 677, WATERBURY
AFFILIATED WITH JOINT COUNCIL NO. 10 AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

Effective: April 1, 2002 through March 31, 2005

HEAVY and HIGHWAY and BUILDING AGREEMENT

TEAMSTERS - HEAVY AND HIGHWAY AND BUILDING

TABLE OF CONTENTS

<u>Article</u>	<u>Page Number</u>
Preamble	1
Article I, Territorial Application.....	1
Article II, Recognition	1
Article III, Scope of Employment.....	3
Article IV, Union Security	4
Article V, Hiring.....	5
Article VI, Management Rights.....	6
Article VII, Hours of Work.....	6
Article VIII, Holidays.....	10
Article IX, Vacations	11
Article X, Stewards.....	12
Article XI, Veterans' Rights.....	13
Article XII, Seniority.....	13
Article XIII, Payment of Wages and Contributions.....	15
Article XIV, Health Services and Insurance Plan.....	16
Article XV, Pension.....	18
Article XVI, Grievance and Arbitration Procedure.....	21
Article XVII, Discharge and Discipline.....	24
Article XVIII, Protection of Rights.....	25
Article XIX, Obligation and Rights of the Association, the Union, the Local Union, the Employer, and the Employee.....	25
Article XX, Access to Jobs and Records	26
Article XXI, Election Day and Funeral Leave.....	27
Article XXII, Maintenance of Standards	28
Article XXIII, Workers' Compensation	28
Health and Safety.....	28
Article XXIV, Physical Examinations, Bond, Uniforms.....	30
Article XXV, Leaves of Absence.....	31
Article XXVI, Bulletin Boards	31
Article XXVII, Jurisdictional Disputes.....	31
Article XXVIII, Reopening Under Emergency Conditions	32
Article XXIX, Successors and Assigns.....	32
Article XXX, Hired and Leased Equipment.....	32
Article XXXI, No Discrimination and Trainees.....	33

Article XXXII, Separability	33
Article XXXIII, Permanent State Committee	34
Article XXXIV, Subcontracting.....	34
Article XXXV, Market Recovery	35
Article XXXVI, Termination	36
Appendix A, Wage Rates.....	38
Appendix B, Jurisdiction of Local Unions By Towns	39
Appendix C, CCIA Members	40
Annuity Plan Addendum.....	42
Letter of Understanding	43
Letter of Understanding	46
Letter of Understanding	47
Memorandum of Agreement.....	49
Index.....	51

AGREEMENT
PREAMBLE

THIS AGREEMENT, made and entered into as of this 1th day of April, 2002, by and between the CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC., referred to hereinafter as the "Association", acting for and, to the extent those of its members have authorized the Association to act, in behalf of and under such authority of such members, and the TEAMSTERS LOCALS NOS. 191, Bridgeport; 443, New Haven; 493, New London; 559, Hartford; and 677 Waterbury; affiliated with JOINT COUNCIL NO. 10 and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", collectively, and "Local Union", individually; this Agreement being hereinafter referred to as the HEAVY AND HIGHWAY AGREEMENT." It is agreed that the Local Union in whose geographic territory the employee is employed whether at a job site, plant, or garage shall be recognized as the representative for the employees performing such work at such place. Where the Employer employs employees in two different areas covered by different Local Unions, each Local Union shall be responsible for the contract covering employees employed within its jurisdiction. The place where an employee reports for work shall determine the jurisdiction involved. It is understood that the execution of this Agreement by one Local Union binds the remaining Local Unions and the Employer for all work in the State of Connecticut. The jurisdiction of each Local Union is set forth in Appendix B.

ARTICLE I
TERRITORIAL APPLICATION

This Agreement shall apply to and be effective on all work performed by any Employer - member of the Association within the State of Connecticut within the scope of employment covered by this Agreement whether performed within the territorial jurisdiction of the Union or any sister union affiliated with Joint Council No. 10, as set forth in Appendix B which is made a part hereof, and to any other area where employees covered by this Agreement are required to work where either no collective bargaining agreement exists between the Employer and a union having jurisdiction in that area over such work, or a collective bargaining agreement covering such employees exists but its wage rates are less

favorable than those set forth herein. It is agreed however, that this Article shall require the Employer to pay employees any wages that may exist under a more favorable labor agreement when working outside the State of Connecticut for the time spent working outside the State of Connecticut. If, however, the employees work out of an out-of-state plant, where more favorable wage rates exist, such more favorable hourly wage rates shall apply.

ARTICLE II - RECOGNITION

SECTION 1. The Association on behalf of its members listed in Appendix C recognizes and acknowledges the Union, its duly authorized agent, representatives, or successors, as the

exclusive bargaining agents for all of the employees of such members who are employed by the Employer at all of its establishments or sites of work.

SECTION 2. The term "employee" as used in this Agreement shall mean all and any employees who perform work for the Employer within the scope of this Agreement in the job classification set forth hereinafter or in any newly established classification hereinafter created.

SECTION 3(a). The term "Employer" as used in this Agreement shall mean any Employer who has authorized the Association, in writing, to represent them in the negotiations of this Agreement with the Union, such Employers and their operations hereby covered being listed in Appendix C hereof, and any Employer who joins and authorizes the Association to represent them, in writing, during the term of this Agreement.

SECTION 3(b). The Employer will not be a party to any plan, scheme, or device intended to circumvent or defeat any provision of this Agreement.

SECTION 3(c). No Employer shall for the purpose of avoiding, evading, or circumventing the terms of this Agreement transfer any of the operations now in effect to any corporation or to any new organization or entity created by merger, consolidation or splitting off from the existing entity to perform the same work as the Employer now performs within the scope of employment of this Agreement. If the Local Union or the Union claims that any such transfer by the Employer was made for the purpose of circumventing, avoiding or evading the terms of this Agreement, the Local Union or the

Union shall have the right to submit such claim to arbitration pursuant to this Agreement. If the Local Union or the Union submits such claim to arbitration, the arbitrator shall have the authority to determine whether such transfer resulted in the creation by merger, consolidation, or splitting off into a new organization performing the same work as the Employer now performs and if so whether such transfer was made for the purpose of circumventing, avoiding, or evading the provisions of this Agreement. If the arbitrator determines that the Employer violated the terms of this provision, then the new organization referred to above shall be deemed an Employer within the terms of this Agreement and bound by the provisions hereof.

SECTION 4. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representatives of the Union. There shall be no individual agreement with employees covered by this Agreement, and any such agreements or contracts shall be null and void.

SECTION 5. 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 in behalf of the Union or Association.

ARTICLE III
SCOPE OF EMPLOYMENT

SECTION 1. This Agreement shall apply to all heavy and highway construction performed by the Employer. For the purposes of this Agreement, "Heavy and Highway Construction" shall include, but is not limited to, the construction of roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad bridges, railroad and street railway construction projects, sewers, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, water power developments, transmission lines, duct lines, pipe lines, docks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, industrial sites, and all earth moving.

SECTION 2. This Agreement shall also apply to all work in connection with building construction performed by the Employer which shall include all work done in this area.

SECTION 3. The terms of this Agreement shall apply to but not be limited to the following work:

(a) Transportation and warehousing of:

(1) All Building materials, including but not limited to stone, lumber, bricks, windows, structural steel, and other metals, cement, sand, salt or materials used for road maintenance, cement and other type blocks, materials removed from roads or construction sites, ready-mixed concrete, batches, gravel, water, explosives, fuel oil, and asphalt;

(2) All equipment used in connection with heavy and highway construction and building construction whether or not actually capable

of being driven on public highways, including but not limited to such equipment as shovels, compressors, transit mixers, ready-mixers, and hoisting engines, and whether used in connection with supplying building materials by wholesalers, retailers, or distributors;

(3) All materials for any heavy and highway construction or building construction, including materials from quarries and sand banks.

(b) Operation of trucks of all descriptions, including but not limited to pick-ups, station wagons, panel trucks, snow plows, dump trucks, semi-dump trucks, low boy trailers, explosive trucks, winch trucks, A-frames, distributor trucks, tank trucks used for transporting any type of fuel, water or cement, agitator or mixer trucks, portable truck or trailer cement hoppers, euclids, dumpsters, turnarockers, ross carriers, or similar equipment or equipment designed to be used for the performance of the work performed by the use of any of the above equipment, as well as the maintenance of such equipment presently serviced by employees covered by this Agreement. As used in this Section the operation of pick-ups, station wagons, panel trucks, not primarily used for transporting of materials, shall not be included herein.

(c) It is agreed that the transportation of all materials covered by this Agreement within the site of construction shall be performed by employees covered by this Agreement, except that nothing herein shall prohibit the delivery of goods and materials by any person to any point or points on the site of construction. The delivery of sand, crushed stone, and bank run gravel to any site by dump truck will be covered by this Agreement, but it shall not be a violation of this Agreement for any Employer to contract for and accept delivery

of sand, crushed stone and bank run gravel to the job site from any other party, regardless of whether that party is signatory to this Agreement.

(d) Nothing herein contained shall be construed to limit the jurisdiction of this Union. In the event of any dispute in regard thereto the same shall be processed in accordance with Article XVI of this Agreement.

(e) Nothing in this Agreement shall restrict employees from performing work away from and to the construction site.

ARTICLE IV - 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 last 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 Local Union, the Employer shall discharge any employee who fails to become or is not a member of the Local 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. If mutually agreed between an individual Employer and the Local Union involved, a check-off of dues may be installed in a garage or permanent place of operation. However, if the Employer is domiciled in a Local Union's area of jurisdiction, the Employer hereby agrees to deduct from the pay of all employees covered by this Agreement, the regular monthly dues of that Local Union and agrees to remit to said Local Union all said deductions upon receipt of a written authorization form signed by the employee, and no deduction shall be made which is prohibited by applicable law. Such deductions are to be made from the second pay each month and shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union on or before the 25th day of the month. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from this Section 3.

SECTION 4. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully possible, except that the Union Security provision herein shall not be amended to require an employee to join the Union in any period of time less than that stated in this Agreement.

SECTION 5. Credit Union - If mutually agreed between an individual Employer and Local Union involved, a deduction from the wages of those employees who give the Employer voluntary written authorizations to make such deductions may be put into effect, and no deduction shall be made which is prohibited by applicable law. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from this Section 5.

SECTION 6. Administrative Dues - Effective April 1, 1996, the Employer agrees to deduct the amount of five cents for each hour worked from the weekly pay of each employee who shall have authorized such deduction, in writing, as "Administrative Dues." 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, on an administrative dues authorization form to be furnished to the Employer.

(a) Such deduction shall be made from the second pay each month and shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union on or before the first business day of the following month.

(b) Such authorization form, deduction, practices and procedures enumerated in this Section shall be in compliance with the requirements of all Federal and State laws and regulations regarding same, including Section 302(c) of the Labor Management Relations Act, as amended.

(c) 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 this Section. The Union assumes full responsibility for the disposition of the monies so deducted once they have been sent to the Union.

ARTICLE V - HIRING

SECTION 1. When an Employer needs additional men, he shall give the Local Union in whose area the work is to be performed equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. However, the Union shall not be responsible in any manner for the competency of an applicant referred.

SECTION 2. 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 he 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 the residency requirement

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. All new employees shall be hired on a trial basis during which they shall work under the terms of this Agreement and during which they may be dismissed without protest from the Union. Upon completing the trial period (as described hereinbelow), such employees shall be placed on a seniority list as regular employees in accordance with their date of hire. The trial period shall be defined as the occurrence of one of the following, whichever occurs sooner:

- (a) The employee having completed twenty-two (22) days of work of four (4) hours or more for the Employer, or
- (b) The employee having completed sixty (60) calendar days of employment.

SECTION 4. On construction projects the Employer shall notify the Local Union prior to the commencement of the work where Teamsters are to be employed. The Union Business Agent may elect to accept a telephone call or a written communication as a pre-job conference, or he may require a pre-job conference at a mutually acceptable time and place to discuss employees and equipment to be used for the duration of the project by such Employer and market recovery. Also to be discussed are detail trucks. If an Employer begins work without a pre-job conference or notifying the Union, the Union, two (2) working days after written notice has been received by the Employer and CCLA, may strike the job until the Employer contacts the Union to arrange for a pre-job conference.

Union members will be made whole for lost wages and benefits.

ARTICLE VI - MANAGEMENT RIGHTS

SECTION 1. The management of the business and the direction of the working forces, including the right to hire, lay off, promote, suspend or demote, discipline or discharge, and to issue and enforce Company Rules, are vested in the Employer, subject to the provisions of this Agreement. The Employer will not, however, use the provisions of this Article for the purpose of discrimination against any employee, or to avoid or evade the provisions of this Agreement.

SECTION 2. No Company Rule, except such rules as are promulgated to comply with State or Federal authorities, shall be placed in effect or changed until after seven (7) days prior written notice specifying the nature thereof has been given to the Local Union. In the event the Local Union disputes any such rule or rules, the dispute shall become a grievance and shall be submitted to the Arbitration Committee in accordance with the Grievance Procedure herein, and during the processing of such grievance the Employer agrees not to put any such disputed rule or rules into effect.

ARTICLE VII - HOURS OF WORK

SECTION 1(a). The regular work day shall start not earlier than 6:00 a.m. or not later than 8:00 a.m., except that from November 1 until April 30 and on all Saturday work throughout the year, the regular work day shall start not earlier than 6 a.m. or not later than 9 a.m.

This subject is a matter of discussion at the pre-job conference. Any employee called in or required to commence work prior to 6:00 a.m. or his posted starting time, shall be compensated at time and one-half his regular rate for all time worked prior to his posted starting time, and any such employee shall work his regular day in addition thereto and shall not be given time off without pay to offset the early hours. The Employer shall post or notify the employees of their starting time by the time the employee leaves work or by 6:00 p.m. of the preceding work day. Notwithstanding any provision to the contrary in the above sentences, the Employer may schedule a starting time at 4:00 a.m. only for specialized equipment, such as finished concrete product trailers, asphalt distributors, tankers, and construction equipment machinery movers, and an employee so scheduled shall not be entitled to premium pay, except as provided in Section 3 of this Article for work in excess of eight (8) hours per day or forty (40) hours per week or Saturday, Sunday, or holidays.

SECTION 1(b). Any employee who reports and is available for work but starts work later than his posted starting time through no fault of his own, shall have the time computed from his posted starting time.

SECTION 2(a). Forty (40) hours shall constitute a week's work and the hours of labor each day shall be worked in uninterrupted succession, except for proper allowance for mealtime which is not to exceed one (1) hour. The regular work week shall consist of five (5) consecutive days, Monday to Friday, inclusive. The workweek for payroll purposes shall be from Monday at 12:01 a.m. to Sunday 12:00 midnight.

SECTION 2(b). Employees shall be given a lunch period, but in the event the employee is directed to work through his lunch period, he shall be compensated therefor in addition to his time worked. If required to work through his lunch period, the employee shall be given fifteen (15) minutes in which to eat his lunch, without loss of pay. The Employer shall direct employees when to take their lunch period but employees shall not be required to start their lunch period before they have been on duty for four (4) hours nor will they be required to start their lunch period later than 1 p.m.

SECTION 3(a). All time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid for at time and one-half the regular rate, with the exception of a week when a holiday occurs. During a week in which a holiday falls, time and one-half the regular rate shall be paid after eight (8) hours per day or after thirty-two (32) hours worked per week unless the holiday falls on Saturday in which event time and one-half the regular rate shall be paid for time worked in excess of eight (8) hours per day or after forty (40) hours worked per week. Saturday work shall be paid at time and one-half the regular rate, as such. All time worked on Sunday between the hours of 12:01 a.m. and 12:00 midnight shall be paid at double the regular rate. There shall, however, be no pyramiding of overtime. All snow removal and snow plowing, including work on Saturday, Sunday and holidays shall be at straight time, except that work over 40 hours in a week shall be paid at time and one-half the regular rate. The provisions of Section 5(b) of this Article VII shall not apply to snow removal work.

SECTION 3(b). When the entire job or when one (1) operation (such as the paving or excavation or landscaping operation) is shut down because of inclement weather or other conditions beyond the control of the Employer, the Employer may schedule work on Saturday at the straight time rate for up to 8 hours and thereafter at the rate of time and one-half. When different operations are performed at different times during the day, shift provisions do not apply.

In making assignments for such Saturday work, seniority shall prevail among the employees who worked on the operation that was shut down and assignments shall be offered on a voluntary basis in the order of seniority, but if the number who volunteer for such work is insufficient, the Employer shall have the right to require the lowest senior employees among the employees who were affected by the shutdown to report as needed, unless another system is mutually agreed upon by the Union or the Local Union and the Employer.

SECTION 4. Working time shall start when an employee instructed to report for work does report at the terminal or garage or job site at the appointed time, except as otherwise provided hereafter. When an employee is requested to report for snow removal operations, he shall be paid from the time he reports for work at the garage, terminal or job site.

SECTION 5(a). Employees shall comply with all bookings. Any employee booked to report and actually reporting on time shall receive one (1) hour's pay, providing he remains on the job site or at the garage and available for work for the full hour and works for the full hour period if so directed unless dismissed by

the Employer. The Employer may cancel the booking of any employee, and the one hour pay provision hereof shall not apply, if prior to 6:00 p.m. on the day of booking the Employer calls the employee at a telephone number which the employee is obligated to supply under Article XII, Section 5(b) of this Agreement. In the case of justifiable emergency, employees may be booked after 6:00 p.m.

SECTION 5(b). Any employee who works in excess of the one (1) hour provided in section 5(a) of this Article shall receive a minimum of four (4) hours of work or pay. Any employee who works in excess of four (4) hours in any one day shall receive at least eight (8) hours' work or pay. In the event that any employee leaves of his own volition he shall receive pay only for those hours actually worked.

SECTION 5(c). The employees shall perform whatever duties assigned them within the scope of these Agreements, and other work including but not limited to the following examples: Cleaning up in the warehouse, shop, truck garages, yards, job sites; all activities connected with the truck; painting, unloading and handling of materials; break cement to coffin at rail yards; loading and unloading of freight cars; loading of trucks and unloading at warehouse; cleaning of equipment; making of signs and stencils; ground maintenance, etc.

The Employer may require employees to work overtime. Any employee who wishes to leave work at the end of his normal shift because of personal business must notify the Employer at the beginning of his work day of his desire. It is agreed that employees shall not abuse this procedure.

SECTION 6. Employees shall be allowed one coffee break not to exceed ten (10) minutes during the morning. Employees shall be allowed a second coffee break not to exceed ten (10) minutes after having worked ten (10) hours in a day excluding time off for lunch except that if the employee is in the yard 15 minutes before or after completing the tenth hour of work, he will not get the second coffee break unless he is dispatched to leave the yard after the tenth hour of work.

SECTION 7. Seniority shall govern the assignment of all work on premium pay days and where shifts are involved; the choice of shifts shall be made on the basis of seniority.

SECTION 8(a). In the event that the Employer has a three-shift operation, employees shall receive payment therefor 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.

SECTION 8(b). In the event the Employer has a two-shift operation working less than ten (10) hours each, employees shall receive payment therefor 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 - 8 hours regular rate pay for 7 1/2 hours work. Overtime at time and one-half for all work after 7 1/2 hours.

SECTION 8(c). In the event the Employer has a two-shift operation with each shift working ten (10) or more hours, employees shall receive payment therefor 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.

SECTION 8(d). All starting times shall be established by agreement between the Local Union and the Employer where shift operations are involved, prior to the commencement of such operation or job.

SECTION 9. The Employer may operate a staggered starting time arrangement between December 15th and March 31st of any year if such arrangement is mutually agreeable to the Union Business Representative and a majority of the employees of the Employer. Such arrangement shall not be subject to Section 5 of Article XVI hereof and shall not be subject to the Grievance and Arbitration Procedure herein.

SECTION 10. The starting time provisions of Section 1(a) of this Article VII shall not apply to tide work on a project supervised by a governmental agency. The starting time for such tide work shall be determined by the Employer based on the tide. The provisions of Sections 5(a) and 5(b) of this Article VII shall

also apply if the starting time for such work is earlier than 6:00 a.m. or later than 8:00 a.m.

SECTION 11. The starting time provisions of Section 1(a) of this Article VII shall not apply where a governmental agency or railroad prohibits or limits work to commence between the hours of 6:00 a.m. through 9:00 a.m. or the prohibition or restriction interferes with the regular work day based on the 6:00 a.m. through 9:00 a.m. starting time, in which event the starting time shall be determined by the Employer based on said prohibition or restriction and the provisions of Sections 5(a) and 5(b) of this Article VII shall apply.

SECTION 12. When there is a prohibition or restriction by a government agency, railroad or private owner as to the days of the week or hours of the day during which work may be performed, the Employer shall determine the starting times based on these restrictions and there shall be no overtime, shift or other premium pay, regardless of the day of the week or the hour of the day that work is performed, except that overtime shall be paid at the rate of time and one-half for hours worked over 40 hours in any week. This subject is a matter of discussion at the pre-job conference. When the government owner restriction does not limit or restrict the days of the week that work can be performed then the employer shall be required to pay the applicable premium in the event work is performed on Saturday or Sunday.

SECTION 13. Employers will comply with the requirements of state law concerning compensation for jury duty.

ARTICLE VIII - HOLIDAYS

SECTION 1. All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below, or days celebrated as such, regardless of the day of the week upon which such holiday shall fall. Holidays falling on Saturday, at the Employer's option, may be celebrated on Saturday or the preceding Friday. Holiday hours so paid shall not be considered as hours worked for the purpose of computing overtime.

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

SECTION 2. An Employer may require an employee to work on a holiday and any employee working on such holiday shall be paid one and one-half times the applicable rate per hour in addition to holiday pay.

SECTION 3. An employee to be eligible for pay for holiday must have had at least thirty-one (31) calendar days' service and must work his last scheduled day before the holiday and the first scheduled day following the holiday unless excused upon submitting evidence satisfactory to the Employer of his inability to work on such days. In cases of temporary layoffs, not exceeding thirty (30) calendar days duration, affected employees shall be paid for the holidays occurring during such period of temporary layoff when recalled.

SECTION 4. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay provided he has

worked the last scheduled day prior to his vacation and the first scheduled day after the vacation period unless excused upon submitting evidence satisfactory to the Employer of his inability to work on such days.

SECTION 5. An employee scheduled to work on a holiday shall not be entitled to such holiday pay if he fails to report unless he shall notify the Employer of his inability to work at least by the end of the last working day prior to the holiday, unless he submits evidence to the satisfaction of the Employer of his inability to do so.

SECTION 6. In the event a government contract and/or agency restricts work being performed on a day before and/or the day after a holiday, the employee's wage rate shall be at straight time rates during that work week in which the restriction(s) applies, and the employee shall be paid overtime after ten (10) hours per day, notwithstanding any provision to the contrary in this Agreement.

ARTICLE IX - VACATIONS

SECTION 1. Employees covered by this Agreement who are employed less than one year by the Employer shall be paid their vacation as earned. Such employees shall earn one day's vacation pay for each calendar month, or major fraction thereof, of employment provided they are employed for more than ninety (90) calendar days. After the ninety (90) calendar day period the vacation pay shall be retroactive to the time of employment. A newly hired employee who has not worked in covered employment in the industry shall not earn vacation pay for the first six months of employment and provided

he is employed for an additional 90 days, shall, after this additional ninety day period, be paid vacation pay retroactively for each month or major fraction thereof that he has been employed after the initial six months of employment. Such pay may be made in the week following the week during which each month is completed.

SECTION 2(a). Employees covered by this Agreement who have been employed by the Employer for at least one year shall be entitled to a vacation with pay computed on the basis of one day's vacation with pay for each calendar month of employment, or major fraction thereof, at his straight time rate and may be paid such money by the time of his vacation computed from his last vacation period.

SECTION 2(b). Employees covered by this Agreement who have been employed by the Employer for at least seven (7) years shall be entitled to a vacation with pay computed at his straight time rate on the basis of nine (9) hour's vacation with pay for each calendar month of employment, or a major fraction thereof, and may be paid such money by the time of his vacation computed from his last vacation period.

SECTION 2(c). Employees covered by this Agreement who have been employed by the Employer for at least ten (10) years shall be entitled to a vacation with pay computed at his straight time rate on the basis of ten (10) hours' vacation with pay for each calendar month of employment, or a major fraction thereof, and may be paid such money by the time of his vacation computed from his last vacation period.

SECTION 2(d). Employees covered by this Agreement who have been employed by the Employer for at least fifteen (15) years shall be entitled to a vacation with pay computed at his straight time on the basis of twelve (12) hour's vacation with pay for each calendar month of employment, or a major fraction thereof, and may be paid such money by the time of his vacation computed from his last vacation period.

SECTION 3(a). For the purpose of this Article it is agreed that an employee's length of employment shall mean the total length of employment from the first day of hiring of the employee by the Employer or his predecessor which has not been broken by loss of seniority for reasons set forth in this Agreement.

SECTION 3(b). For the purpose of this Article, if an employee is paid for work or for report on eight (8) or more days in any calendar month, he shall be deemed to have worked a major fraction of that calendar month, unless he has been issued an Unemployment Compensation Slip by the 15th day of that calendar month and does not again work that calendar month.

SECTION 4. The selection of vacation periods by employees with one or more years of employment shall be determined on the basis of classification seniority, but shall be subject to the requirements of the Employer's operations. Where practicable employees with ten (10) or more years of service shall be given one week of their vacation in the summer, and shall be required to take such when so scheduled by the Employer.

SECTION 5. All employees may take their vacations, except employees with less than one year's service covered by Section 1 above.

The Employer may require employees to work through their vacations. If the Employer wants to recall an employee from vacation, he may do so only if there are unusual and extenuating circumstances and it has been agreed to by the Union.

SECTION 6. In the event an employee is laid off, quits or is discharged for any cause, he shall be paid all vacation pay earned but not paid to date at the time of his final pay. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

SECTION 7. Each day of earned vacation pay shall be based upon the employee's highest classification occupied by him in the month for which such vacation is earned and shall constitute wages for the purpose of this Agreement.

ARTICLE X - STEWARDS

SECTION 1. The Employer recognizes the right of the Local Union to appoint and remove stewards to handle such union business as may be delegated to him from time to time and to see that the terms of this Agreement are adhered to by the Employer and the employees covered by this Agreement. A steward has no authority to take any strike action or any other action interrupting the Employer's business or operations in violation of this Agreement.

SECTION 2. A steward shall have top seniority for the job, garage, or plant at which he works regardless of his position on the seniority list prior to his appointment for as long as he remains a steward and shall be the

last man laid off, provided he can do the available work. The steward shall receive the top rate paid on the job which he is qualified to do, regardless of the job he may actually perform.

SECTION 3. Stewards shall be allowed reasonable time, without loss of pay, to perform their duties, particularly to determine compliance with the terms of this Agreement.

ARTICLE XI - VETERANS' RIGHTS

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XII - SENIORITY

SECTION 1(a). Any individual newly employed by the Employer for work covered by this Agreement shall not attain seniority status with the Employer until completion of the trial period specified in Article V, Section 3, of this Agreement, during which time he may be discharged by the Employer without recourse by the Union.

SECTION 1(b). Upon being placed on one of the Employer's master seniority lists, the employee's seniority shall be retroactive to his last date of hire and shall be defined as his length of continuous service with the Employer on the master seniority list to which he is assigned.

SECTION 2. Any seniority system in effect as of April 1, 1999, may remain in effect during the term of this Agreement except

where the Employer, as of said date, operated a separate seniority system for each construction project. As an alternate to the acceptable systems now in use or as a replacement for individual project seniority in effect as of April 1, 1996, the Employer may establish any acceptable seniority system operating pursuant to this Agreement, including but not limited to, a master construction seniority list, to cover all of his construction projects within the territorial jurisdiction of each Local Union. Employees with seniority on an Employer's master construction seniority list may exercise their seniority as follows:

(a) In the event of a layoff on construction project, employees working on that project shall be laid off from the project in the inverse order of their position on the master construction seniority list, provided that the employees who are not laid off are qualified to perform the work remaining on that project.

(b) The Employer shall assign each employee terminated by layoff for lack of work from a construction project for three (3) days to displace an employee with less seniority on a master construction seniority list working on another of such Employer's construction projects then in progress within the territorial jurisdiction of the Local Union, provided such employee is qualified to perform the work on such other project. Failure of such employee to accept the Employer's assignment shall result in the employee's voluntary termination of employment.

(c) The assignment of an employee to another project in accordance with Section 2(b) hereof shall become effective no later than the commencement of the week following the period specified in Section 2(b) hereof.

(d) The Employer shall not be obligated to reassign any employee pursuant to subsection (b) of this Section if the lay-off occurs during the month of December of any year.

(e) An Employer may elect to change his seniority system pursuant to this provision within thirty (30) days after the execution of this Agreement or on April 15th annually hereafter.

SECTION 3. An employee's seniority status on any master seniority list shall be counted only from the date upon which he attained seniority status upon that master list.

SECTION 4. It is understood that nothing in this Agreement shall prevent an Employer from establishing and/or maintaining a master garage seniority list separate from a master construction seniority list. It is further understood that the employees on the master garage seniority list may be assigned by the Employer to supplement the employees on the master construction seniority list who are working on a construction project of the Employer.

SECTION 5(a). Employees have the following seniority and recall rights hereunder:

1. Employees with two (2) or more years of seniority shall be continued on their master seniority lists for a period of nine (9) months from the date of layoff.

2. Employees with less than two (2) years seniority shall be continued on their respective master seniority lists for a period of six (6) months from the date of layoff, it being understood that:

3. Neither subsection 1 or 2 of this Section 5(a) shall be construed or mean to confer any greater seniority or recall rights to any person or former employees on layoff April 1, 1996, or otherwise terminated on or before the effective date of this Agreement.

SECTION 5(b). Recall from layoff shall be in order of seniority. Employees shall keep the Employer informed of their home address and telephone number which the Employer shall use to give the employees all notices required by this Agreement.

SECTION 6. No employee on one master seniority list may exercise his seniority status on that list to displace an employee on another master seniority list.

SECTION 7. An employee shall not be deemed to be laid off unless and until he has been issued an Unemployment Compensation Slip.

SECTION 8. No employee shall replace another because of seniority which may arise during the working day.

SECTION 9. The Employer shall submit to the Local Union office his master lists of employees rated according to seniority. Thereafter such lists shall, upon request, be furnished quarterly to the Union office showing any reductions and additions thereto. All seniority lists shall be posted and shall be binding upon the Employer, Union, and employees unless a grievance is filed and processed within the time limits specified in the Grievance Procedure hereof.

SECTION 10. Seniority shall be lost by the occurrence of any of the following:

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) Failure to report for work within seven (7) calendar days from the date of recall from lay-off;
- (d) Unauthorized leave of absence;
- (e) Unauthorized failure to report for work for two (2) successive working days while working and on the seniority list;
- (f) Gainful employment with another employer within or without the construction industry or business covered by this Agreement;
- (g) For any employee laid off from a garage or a project after the effective date of this Agreement (April 1, 1996), continuous layoff for a period of nine (9) months if the employee has two (2) or more years' of seniority and continuous lay-off from a garage or from a project for a period of six (6) months for employees laid off after the date of this Agreement for employees who have less than two (2) years' seniority with this Employer.
- (h) Dishonesty;
- (i) Use of alcohol or drugs while on duty;
- (j) Fighting;
- (k) Insubordination;
- (l) Recklessness resulting in a serious accident while on duty;
- (m) Carrying of unauthorized passengers;
- (n) Failure to report an accident;
- (o) Carrying firearms while on duty.

SECTION 11. Where an employee with seniority is assigned to work in another Local Union territory, such employment shall not be considered as a break in his seniority.

SECTION 12. Whenever an Employer employs employees performing work within the work jurisdiction of the Ready-Mix and In-Plant Agreement between the Union and this Association, the provisions of said agreement shall apply to such operations.

ARTICLE XIII PAYMENT OF WAGES AND CONTRIBUTIONS

SECTION 1. Employees shall be paid weekly. There shall be an established pay day which shall be posted by the Employer on the bulletin board. For good cause shown and after twenty-four (24) hours' prior notice to the Employer and the Association, the Union may require an Employer to make wage payments by cash or certified check or payment may be made by direct deposit if agreed to by both the Employer and the employee. The effective minimum wage rates payable on the date specified shall be applicable as shown in Appendix A hereof.

SECTION 2. If, after seventy-two (72) hours written notice to the Employer and the Association, an Employer shall willfully fail to pay any wages or contributions to the Health Services and/or Pension Funds referred to herein due under the terms of this Agreement, then, any other provisions notwithstanding, the Union shall have the right to have the employees 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 rates of wages to be paid therefor shall not be considered willful nonpayment and shall be subject to the Grievance and Arbitration Procedure herein. Failure to pay cash wages 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. In the event that it is necessary to turn the matter over to an attorney for collection, the Employer will be liable for costs of collection, including attorney's fees, if any.

SECTION 3. An Employer may be required by a Local Union to provide a security bond to guarantee payment of at least two weeks' wages and one month's contributions to the Health Services and/or Pension Funds, if the Employer shall willfully fail to make either payments when due or the Employer does not have a permanent place of business in the State of Connecticut. Such bond shall be deposited with the Administrator of the Health Services and Insurance Plan as Trustee for the employees involved and shall be returned or terminated when he is satisfied that all monies due employees or the Funds have been paid.

SECTION 4. In the event a lower-paid employee is assigned to a job classification paying a higher rate during a working day, he shall be paid the higher classification rate for that day, whether four (4) or eight (8) hours, or more.

SECTION 5. Carryover:

- a) With respect to jobs bid before April 1, 2002, the wage carryover rate shall be increased to the minimum wage rate in effect for the given classification as of March 31, 2002. The wage rate for jobs bid prior to April 1, 2002 stays at those rates until March 31, 2003 or when the job ends, whichever is sooner.
- b) With respect to work covered by the provisions of federal or state

minimum prevailing rate law, which is bid on or after April 1, 2002, the hourly wage rates that are set forth in the wage determination in the construction contract shall remain in effect for not more than one (1) year beyond the next scheduled increase from the date the job starts or when the job ends, whichever is sooner.

- c) With respect to non-prevailing rate jobs bid on and after April 1, 2002, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates in effect at time of the bid, which rates shall continue in effect for one (1) year beyond the next scheduled increase from the time the work starts or when the job ends, whichever is sooner.
- d) Furthermore, in the event the Operating Engineers or Laborers Unions working under carryover rates on the same job are given interim wage rate increases then the Teamsters wage rate shall be increased in the same manner with notification to the Teamster Local.

ARTICLE XIV
HEALTH SERVICES AND
INSURANCE PLAN

SECTION 1. The Employer agrees to pay into the Health Services and Insurance Plan in which the Local Union is a participant such amounts as shall be required of contributing Employers under this Agreement, or any successor agreement, upon receipt of notice from the Local Union of the amount and starting date for such contributions rate. Payments to this fund shall be based upon all

hours paid for or worked by any employee covered by this Agreement, irrespective of his status with the Employer, as provided below, with a maximum of forty (40) hours per week for each employee employed by it. Such payments shall be made monthly to the fund, not later than twenty (20) days after the close of the month. Hourly contributions must be made for each hour paid for or any portion thereof, computed to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received and the hours provided below.

SECTION 2. CONTRIBUTION RATES:

a) Effective during the period April 1, 2002 to March 31, 2003, the rates of contributions shall be as follows:

1. For each employee employed by it for sixteen (16) or more hours in any week \$152.00 per week.

2. For each employee employed by it for less than sixteen (16) hours in any week \$3.80 per hour.

b) Effective during the period April 1, 2003 to March 31, 2004, the rates of contributions shall be as follows:

1. For each employee employed by it for sixteen (16) or more hours in any week \$166.00 per week.

2. For each employee employed by it for less than sixteen (16) hours in any week \$4.15 per hour.

c) Effective during the period April 1, 2004 to March 31, 2005, the rates of contributions shall be as follows:

1. For each employee employed by it for sixteen (16) or more hours in any week \$180.00 per week.

2. For each employee employed by it for less than sixteen (16) hours in any week \$4.50 per hour.

SECTION 3. Commencing with the 1st day of April, 1999, and for the duration of the current collective bargaining agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health Services and Insurance Plan as follows:

(a) For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

(b) If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(c) Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on each and every employee

performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or a non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement.

(d) All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Fund.

SECTION 4. If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees.

SECTION 4(a). The Employers' liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

SECTION 5. The Employers and Union which are signatory hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken, by such Trustees within the scope of their authority.

ARTICLE XV - PENSION

SECTION 1. Commencing with the 1st day of April, 2002 and for the duration of the current collective bargaining agreement between the Union and the Association, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

(a) This Pension Article shall supersede and prevail over any inconsistent provision of other Articles contained in this Agreement.

(b) For each hour or portion hereof, figured to the nearest quarter hours for which an employee receives pay or for which pay is due, the employer, effective April 1, 2002 through April 1, 2003 shall make a contribution of \$4.06 per hour to the New England Teamsters and Trucking Industry Pension Fund, for each hour worked or paid for whether straight time or premium time to a maximum of 2080 hours per calendar year for each employee on his payroll. For each employee employed by it for sixteen (16) or more hours in any week \$162.40 per week.

Effective during the period April 1, 2003 to March 31, 2004, the rates of contributions shall be as follows: for each

employee employed by it for sixteen (16) or more hours in any week \$168.40 per week. For each employee employed by it for less than sixteen (16) hours in any week \$4.21 per hour.

Effective during the period of April 1, 2004 to March 30, 2005, the rates of contributions shall be as follows: for each employee employed by it for sixteen (16) or more hours in any week \$174.40 per week. For each employee employed by it for less than sixteen (16) hours in any week \$4.36 per hour.

Effective March 31, 2005, the rates of contributions shall be as follows: for each employee employed by it for sixteen (16) or more hours in any week \$186.40 per week. For each employee employed by it for less than sixteen (16) hours in any week \$4.66 per hour.

(c) In computing the sixteen (16) hours for the purposes of this paragraph vacation pay shall not be included but contributions shall be paid for hours worked as well as vacation paid in that week. For purposes of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due in any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

(d) If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

SECTION 2. The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

SECTION 3. The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

SECTION 4. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all

employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions; such audit may, at the option of the Trustees, be conducted by an independent Certified Public Accountant or Certified Public Accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

SECTION 5. If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed the work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure

and/or arbitration if such is provided in this Agreement.

SECTION 6. It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce, or forgive the Employer with respect to his liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

SECTION 7. No oral or written modification of this article regarding pensions and retirement shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this article, or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

SECTION 8(a). The payments to the Pension Fund required above shall be made to the "New England Teamsters and Trucking Industry Pension Fund." Said Pension Fund was established under an Agreement and Declaration of Trust which conforms with all the requirements of Section 302 of the Labor-Management Relations Act of 1947, as amended. Said Agreement and Declaration of Trust provides, among other things, for the establishment and administration of the Pension Fund by eight (8) Trustees, four (4) of whom are Union Trustees, and four (4) of whom are Employer Trustees, and said

Trustees shall serve without any compensation from the Pension Fund.

SECTION 8(b). The said Trustees shall use the corpus and income of the Pension Fund to provide pensions and retirement benefits. They shall have the authority and power to make all decisions regarding the details of establishment and administration of regulations governing eligibility for benefits thereunder. The said Pension Plan shall conform in all respects to the requirements of sections 401 and 404 of the Internal Revenue Code of 1954, as amended, so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes. In the event that the approval of the U.S. Internal Revenue Service should at any time be revoked for said Fund, then the Employer shall not be liable for any further payments into said Fund.

SECTION 9. Should there be a need to increase the rates of contributions payable to the Health Services and Insurance Plans and/or Pension Fund provided for in Articles XIV and XV of this Agreement, the appropriate regular straight time hourly rates of pay provided in this Agreement, Appendix A, Wages Rates, shall be reduced by such amount, and the appropriate Health Services and Insurance Plan and/or Pension Fund rate provided in Article XIV and XV of this Agreement, shall be increased by such amount after adequate time for notice to Employers and other contributors. The parties agree to execute amendments to this Agreement to accomplish the objective of this Section should the need arise.

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute concerning the interpretation or application of any provision of this Agreement and any dispute not covered by the terms of this Agreement.

Any grievance arising between the Employer and the Local Union, or any employee represented by the Local Union, (except willful defaults in payments of wages, health services and insurance plan and pension contributions which shall not be subject to the grievance procedure) shall be processed in the following manner:

STEP 1. The aggrieved employee or employees must present the grievance in writing to the steward and to the Employer within five (5) working days after the reason for the grievance has occurred, after specifying the nature of his grievance and the section of the contract he claims to be violated.

If a satisfactory settlement is not effected with a representative of the Employer within seven (7) working days after the reason for the grievance has occurred, the steward and employee shall submit written grievance to the Local Union's Business Representative.

STEP 2. Within thirteen (13) working days after the reason for the grievance has occurred, the Chairman of the Construction Committee and/or the Business Representative shall then take the matter up with a representative of the Employer with authority to act on such grievance, and a decision thereon must be

given to the Business Representative within fourteen (14) working days after the reason for the grievance has occurred, unless an extension thereof is agreed to in writing by the parties. Any agreement settling the grievance shall be reduced to writing signed by the parties and copies thereof distributed to the parties.

STEP 3. If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, only the Employer or the Local Union may process the grievance to arbitration by notifying the Arbitration Committee, the Association and the other party by certified mail within fifteen (15) working days after the reason for the grievance has occurred of its desire to submit the grievance to arbitration before the Arbitration Committee established herein. The Permanent State Committee established under Article XXXIII shall also serve as the Arbitration Committee and when sitting as the Arbitration Committee shall consist of a representative from among the Union Negotiating Committee and a representative of the Association with an alternate member for each side.

STEP 4. The Arbitration Committee shall meet, discuss and attempt to reach agreement with respect to the adjustment, disposition and resolution of all grievances referred to it under Step 3 within five (5) working days of the receipt of such grievance. If the Committee does not meet within the five (5) working days, the grievance will be processed to the next step.

STEP 5a. If the Arbitration Committee referred to in Steps 3 and 4 above fails to resolve the grievance or does not meet within the time requirements set forth above then,

within (5) working days from the expiration of the time limits in Step 4 or five (5) days from date the Committee met, the parties will select an arbitrator through the process contained herein. The neutral arbitrator shall be selected from the following unless the parties mutually agree otherwise:

Albert Murphy	Harrison C. Warren
Larry Foy	M. Jackson Webber
Michael J. Allen	

Within five (5) working days of the selection of the Arbitrator, the arbitrator shall be contacted for a list of available dates. If the arbitrator does not have sufficient number of dates within ninety (90) calendar days of the request, then the parties can mutually agree to select an alternative arbitrator.

STEP 5b. If the parties are unable to select the Umpire by mutual agreement, the Umpire shall be chosen by each party alternately eliminating one name from the above list, and the last name remaining on the list shall be the selected Umpire. The first party to eliminate a name in the first case above shall be the Union and the next elimination that of the Association and alternately thereafter. In the following case the first elimination shall be that of the Association, in succeeding cases the first elimination shall continue to alternate between the Union and the Association.

STEP 5(c). The Arbitration Committee (which includes the Umpire) shall be empowered to hear and determine the grievance, and it shall decide the grievance on the same day of and at the conclusion of the hearing. In the event the representative of the Arbitration Committee from the Union and the representative from the Association cannot agree to the adjustment or disposition of the

grievance, the Umpire shall determine the grievance. The decision of the Arbitration

Committee from either the representative from the Association and the representative from the Union, or the decision of the Umpire, shall be final and binding. The cost of the Umpires shall be divided equally between the Association and the Union.

SECTION 2. Neither the Arbitration Committee nor the Umpire established hereunder shall have the power or authority to add to or subtract from or amend or alter any provision of this Agreement where the grievance involves the interpretation or application of any provision of this Agreement.

SECTION 3. Any steward shall investigate and adjust the grievance of any employee within his jurisdiction, after notification of his supervisor. Employees may have the steward or a representative of the Local Union present during the discussion of any grievance with representatives of the Employer.

SECTION 4. It is understood that the Employer and/or the Association, as well as the Union and/or the Local Union may present and process a grievance under this Article and shall commence the processing with Step 2 hereof.

SECTION 5. Nothing contained in this Agreement shall require the Local Union Representative to process any grievance of its member or of an employee which the Local Union Representative deems to be without merit.

SECTION 6. In the event that either party should fail to meet the time limits set forth in

this Article, or refuses, once requested by the other party, to attend the meeting provided for in this Article, within such time limits, the grievance shall be deemed settled in favor of the other party, unless the time limits herein have been waived by mutual written agreement between the Employer and the Local Union or Union so as to have the grievance heard at a regular monthly meeting of the Arbitration Committee.

SECTION 7. In the event a party shall fail to carry out the terms of the award within thirty-one (31) days, unless the enforcement of said award shall have been stayed by a court of competent jurisdiction, the other party shall be free to take whatever action it deems necessary to secure compliance with such award, including a work stoppage or withholding of employment, without penalty, except that the Union shall not take any action which is in violation of Section 8(e) of the National Labor Relations Act, as amended, for the purpose of enforcing the terms of Article XXXIV, Subcontracting.

SECTION 8. During the term of this Agreement, or concerning any matter not covered by the terms of this Agreement, the parties agree that there will be no strike, work stoppage, slowdown, picketing, or lockout, but said grievance will be submitted to arbitration in accordance with this Article except as may be otherwise provided herein.

SECTION 9. The Arbitration Committee, as provided for in Step 4 hereinabove and the Impartial Umpire shall be empowered to hear and determine the grievance and shall have authority to grant such remedy as may be deemed appropriate with respect to any matter brought before it for arbitration, and in addition to granting money damages may

provide for the performance or cessation of acts or conduct by any party before it. Should the Employer or Local Union violate any provision of this Agreement where it is difficult or impossible to ascertain the specific amount of damages suffered by the employees or the Local Union or the Employer, as the case may be, such party in violation of this Agreement shall be liable to the Local Union or the Employer as the case may be, for liquidated damages. In fixing these damages, there shall be taken into account any advantage gained by the Employer or the Local Union through its violation, any deprivation of earnings suffered by employees, including loss of contributions to Health Services and Insurance Plans, Pension Plan and overtime, loss of dues, or loss of earnings by the Employer and such other factors as are fair under the circumstances. If the Union and the Employer are unable to agree upon the amount of liquidated damages for such violation, then the matter shall be treated as a dispute under this Article. The proceeds of any such liquidated damages shall be paid to the Local Union or the Employer involved.

SECTION 10. The decision of the Arbitration Committee or the Impartial Umpire shall be final and binding on the Association, Employer, Union and Local Union provided it is not contrary to law. It is understood that either party may bring legal action to enforce the terms and conditions of this Agreement or to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the Permanent Arbitration Committee and/or Umpire. The above Article shall not apply to willful non-payment of wages or failure to pay Health Services and Insurance Plan and/or Pension Fund contributions.

ARTICLE XVII DISCHARGE AND DISCIPLINE

SECTION 1. The Employer will not discharge or suspend any employee without just cause. Discharge must be by proper written notice to the employee involved, and a copy to the Local Union. The Employer may grant immediate suspension without a warning notice provided the Employer first grants the Union Business Agent an opportunity to represent the employee prior to any suspension being effective.

SECTION 2. Any dispute resulting from the discharge suspension, or discipline of any employee shall be processed in accordance with the Grievance Procedure contained herein.

SECTION 3. The Employer shall send to the Local Union a copy of any warning notice given to an employee. Except in cases of dishonesty, use of alcohol or drugs, or fighting, insubordination, recklessness resulting in a serious accident while on duty, and/or the carrying of unauthorized passengers, no employee shall be suspended or discharged unless he has been previously given a warning notice. Any warning letter sent under this Section shall be of no force and effect after eighteen (18) months have elapsed from the date of the incident involved. Grievance cases involving a protest of the issuance of warning notices shall not be heard by the Joint Area Committee until and unless the Company has taken disciplinary action based on that warning letter.

SECTION 4. The employer shall, within five (5) working days after the completion of its

investigation of the incidents(s), determine whether the employee is to be disciplined and shall issue notification to the employee of such determination and the nature of such disciplinary penalty, if any. However, the Employer may, in its sole discretion, determine when any suspension or penalty will be served.

ARTICLE XVIII **PROTECTION OF RIGHTS**

SECTION 1. It shall not be a violation of this Agreement and it shall not be a 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 a Local Union or the Union, 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 cause for discharge or disciplinary action, if any employee refuses to perform any service which his 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.

SECTION 3. Within three (3) working days of filing a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding. The time limit herein may be extended upon the mutual

agreement of the Association and the Local Union.

ARTICLE XIX **OBLIGATION AND RIGHTS OF THE** **ASSOCIATION, THE UNION, THE** **LOCAL UNION, THE EMPLOYER** **AND THE EMPLOYEE**

SECTION 1. The Association and the Teamster Joint Council No. 10 agree that they are acting in the sole capacity of bargaining representatives for their subscribing members. Neither the Association nor the Teamster Joint Council No. 10 shall be liable as an entity for any violation of this Agreement by any present or future member.

SECTION 2(a). The obligation of such Employer members of the Association shall be several and not joint.

SECTION 2(b). The obligation of Local Union members of the Teamsters Joint Council No.10 shall be several and not joint.

SECTION 3. It is further mutually agreed that each Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Local Unions' authorized representatives who will deal with the Employer, make commitments to the Local Union generally, and in particular have the sole authority to act for the Local Union in calling or instituting strikes or any stoppages of work, and the Local Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Local Union

shall not be liable for damages resulting from such unauthorized acts of its members. While the Local 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 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 provision of this Agreement. It is further agreed and understood that the Local Union shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Local Union shall, within twenty-four (24) hours after request is made to the Secretary-Treasurer of the Local Union, declare and advise the party making such request, by telegram, whether the Local Union has authorized any strike or stoppage of work. The Local Union shall make immediate efforts to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefor.

It is understood and agreed that failure of the Local Union to authorize a strike by the Local Union shall not relieve such Local Union of liability for a strike ratified by it and which is in violation of this Agreement.

SECTION 4. Any Employer member of the Association, at any time when this contract is in force and effect, shall be fully bound by the terms thereof, regardless of whether or not he continues his membership in the Association, during the term of this Agreement. 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 the Employer withdraws.

SECTION 5. Any member of the Association who has authorized the Association, in writing, to represent it in these negotiations, or who hereafter so authorizes the Association, shall, while performing work covered by another agreement with a Local Union affiliated with Joint Council No. 10 and the Connecticut Construction Industries Association, Inc., and a Local Union affiliated with Joint Council No. 10 and the Labor Division of the Associated General Contractors of Connecticut, Inc., adhere to the provisions of such other agreement if such work is performed by Teamsters.

SECTION 6. When necessary to fulfill the requirements for participation in any Health Services and Insurance Plan covered by this Agreement or the Pension Plan referred to herein, the Association will provide, upon request from a Local Union, that Local Union with a signed agreement from an individual Employer.

ARTICLE XX ACCESS TO JOBS AND RECORDS

SECTION 1. Authorized representatives of the Local Union shall have free access to the Employer's establishment or any job site where employees subject to the terms of this Agreement are employed during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to.

SECTION 2. Such authorized representatives of the Local Union shall have the right upon

forty-eight (48) hours prior notice to inspect time cards and payroll records of the individual or individuals involved for the same purposes, and representatives of the Health Services and Insurance Plan or Pension Fund shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Fund or Funds.

SECTION 3. A daily time record shall be maintained by the Employer for all employees. Except on construction projects all Employers who employ five (5) or more employees shall have a time clock for this purpose. Employers with less than five (5) employees who do not have a time clock will permit employees to keep their own time records, and the Employer shall keep its own time records. Such time records shall be available for inspection at all times as provided by this Agreement. All employees shall be given an itemized statement weekly as to the number of hours worked and deductions made.

SECTION 4. Where time clocks are required, each employee shall "punch in" his own time card at the start of the day and shall "punch out" his own time card at the completion of his work.

SECTION 5. In the event any employee is ordered to leave his vehicle at a different place than his starting point for that day, such employee shall at the Employer's option be given transportation or paid transportation back to his starting point that day. All such time shall be considered as time worked.

ARTICLE XXI ELECTION DAY AND FUNERAL LEAVE

SECTION 1. No employee eligible to vote shall be refused sufficient time off (without pay) from his work on National and State Election Days in order that he may exercise his right to vote. This shall in no way act to the prejudice of such employee.

SECTION 2. Employees covered by this Agreement shall be granted three (3) days off with pay at the straight time rate for eight hours per day if a death occurs in his immediate family if the employee is scheduled to work the day of the funeral and the two (2) days immediately preceding the funeral. Said employee shall be presumed to be scheduled to work if a junior employee works on each of said three (3) days or any one thereof. Employees shall be paid only for those days lost from their work week which fall within the three-day period, including the date of the funeral and the two (2) days immediately preceding the funeral. "Immediate Family" is defined as the mother, father, sister, brother, spouse, children or grandchildren of the employee, father-in-law, mother-in-law, or one set of foster parents (as an alternate to natural parents) and step-children of the employee. Employers may request a death certificate as evidence of the death. Notwithstanding the above, should an employee suffer a death in the employee's immediate family, he shall be granted at least two (2) days of paid funeral leave. Funeral leave shall not be considered hours worked for the purpose of computing overtime pay.

ARTICLE XXII
MAINTENANCE OF STANDARDS

SECTION 1. The Employer agrees that it will not require as a condition of continued employment that any employee shall furnish or purchase a truck, tractor, or trailer or other vehicular equipment.

SECTION 2. 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, and such conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

SECTION 3. If an Employer puts into use any new type of equipment for which rates of pay are not established by this Agreement, the rates for such equipment shall be negotiated by the Permanent State Committee.

ARTICLE XXIII
WORKERS' COMPENSATION
HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide workers' compensation insurance and assume liability under the Connecticut State Unemployment Act.

SECTION 2. The Employer shall make reasonable provisions for the health and safety of his employees during their working hours, as required by applicable governmental law and regulations, and shall promptly install safety devices required by any governmental agency at no cost to employees.

SECTION 3. The Employer agrees that a driver moving or transporting equipment for building construction or heavy and highway construction on a low-boy trailer shall be assisted by a helper in the loading and unloading of equipment.

SECTION 4(a). No employee shall be required to drive or operate any vehicle that is not equipped with all safety appliances required by law or which vehicle or its equipment is in defective condition.

SECTION 4(b). Equipment - employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws, and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

SECTION 4(c). The employee shall report all defects of equipment to the Employer on such forms and in such manner as the Employer may require.

SECTION 5. Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before going off duty and before starting his next shift, shall make an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Company time. Failure to carry out the provisions of Section 4(c) and Section 5 of this Article shall subject the employee to disciplinary action.

SECTION 6. When an employee is required to appear in any court for the purpose of testifying at the Employer's request or because of any accident he may have been involved in

during the working hours in the course of his employment, such employee shall be reimbursed by the Employer for all work opportunity lost and for meals and transportation because of such appearance. The Employer shall furnish the employee who is involved in the accident during working hours (except an accident as a result of which he is charged with reckless driving, criminal negligence or driving under the influence of alcohol or drugs) with bail, bond, or legal counsel and shall pay in full for same. Said bail, bond, and legal counsel shall be furnished to the employee by the Employer until all action in connection with such accident is concluded.

SECTION 7. If, under the Employer's direction, the vehicle is overloaded and there is a resulting fine and suspension of license, the Employer is liable for the fine and work opportunity lost. If the overload is the result of the employee's action or negligence, then the employee shall be solely responsible for the fine imposed and shall not receive any compensation for work lost.

SECTION 8. The Employer agrees that any new trucks purchased by the Employer shall have heaters and defrosters installed.

SECTION 9. If an employee fails to notify the Employer of a moving violation within thirty (30) days of the time of the ticket or of the time he pleads guilty, he is subject to disciplinary action.

SECTION 10. The parties hereto agree that an Employer may adopt and follow a drug and alcohol testing program pursuant to the requirements of the Federal Motor Carrier Safety Act or otherwise, and that such program may follow the federal procedures

and incorporate the provisions contained in Controlled Substances Testing, 49 CFR Part 40 and 49 CFR Parts 382. 383 and 391, all as amended from time to time. The program shall be in conformance with such other provisions of state and federal law as are relevant and applicable.

Unless contrary to law, any such program will provide as follows:

1. The Employer will make arrangements for specimens for drug testing to be given by employees at medical facilities located convenient to the job site and if possible, within the geographical jurisdiction of the Local Union.
2. The drug testing will be performed by a professional testing laboratory certified by the State of Connecticut or by the federal government and mutually agreed to by the parties.
3. If an employee advises the Employer that he has a problem with drug use or dependency, the Employer shall grant the employee an unpaid leave of absence of up to 30 days so that the employee may participate in a treatment program. This privilege shall be granted as a matter of right only once during the employment of any employee.

SECTION 11. Any of the following will result in disciplinary action ranging anywhere from a warning notice up to and including discharge: Failure to comply with all safety requirements and regulations; failure to report a traffic violation to the employer while on duty and operating the Employer's equipment; or failure to comply with the requirements of the Federal Motor Carrier Safety Act or

willful or deliberate violation of environmental laws or regulation.

ARTICLE XXIV
PHYSICAL EXAMINATIONS, BOND,
UNIFORMS

SECTION 1. Physical, mental, or other examinations required by a governmental body or the Employer in connection with its workers' compensation insurance or public liability insurance shall be promptly complied with by employees. When physical examinations are required by any governmental body or agency the cost shall be borne by the respective Health Services fund. The Employer shall pay for the cost of the mental or other examinations and for all time lost from work in connection with such examination in excess of one (1) hour. Such examination, if possible, shall be conducted outside working hours. Where examinations are involved, the Employer shall select the physician, but the employee is not bound by the findings of such physician, and may contest its correctness where it affects his employment.

When employees are eligible to obtain such examination under the Health Services and Insurance Plan, described herein, the Employer may, at its option, require the employee to obtain such examination within working hours or when possible, outside working hours.

In addition to the above provisions, the Employer may, at any time, also require the employee to take any physical, mental, or other examination at the Employer's expense.

SECTION 2. Should the Employer find it necessary to require employees to carry full personal identification or be bonded, such requirements shall be met by the employee, but the cost thereof shall be borne entirely by the Employer. An employee who cannot comply with the requirements for a job under either Sections 1 or 2 of this Article shall be given other available work based upon his seniority so long as there is such work available and his disqualification is in force, and he is qualified to perform such available work.

SECTION 3. Should the Employer require employees to wear uniforms, raingear, and safety equipment of any kind, as a condition of employment, such uniforms, raingear, and safety equipment shall be furnished, laundered, and maintained by the Employer at no cost to the employees and shall be appropriate to the season. Employees shall sign for all such uniforms, raingear, and safety equipment and be responsible for the same. When safety shoes are required by the Employer, they shall be supplied and paid for by the employee.

SECTION 4. When a regular employee is injured on the job, he shall be paid for work opportunities lost and not compensated for by the Employer's liability under the Workers' Compensation Law, not to exceed eight (8) hours for the day injured, provided he is instructed to cease work as a result of an injury, by the Employer or the Employer's physician. If the Employer or the Employer's physician requires him to visit hospitals, clinics, doctor's offices, or other places for treatment or diagnosis, during days he is working during working hours, he shall be paid for work opportunities lost but not to exceed eight (8) hours for the day injured; and

if required to make such visit outside working hours, he shall be paid for the time involved in travel and treatment but not more than two (2) hours at his normal straight time rate of pay for the day injured.

ARTICLE XXV - LEAVES OF ABSENCE

SECTION 1. The Employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights to any employee designated or elected by the Local Union to attend a labor convention or serve in any capacity on other official business of the Local Union, including attendance at steward's meetings, provided forty-eight (48) hours' written notice is given to the Employer by the Local Union specifying the approximate time and dates involved. The Local Union agrees that in making its request for time off for such activities consideration shall be given to the number of members affected in order that there shall be no serious disruption of the Employer's operations due to lack of available employees.

SECTION 2. Any employee with seniority rights desiring a leave of absence for cause shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be thirty (30) days and it may be extended for like periods in similar manner, but for not more than six (6) months. During the period of such leave of absence, the employee shall not engage in gainful employment, and failure to comply with this provision shall result in the employee forfeiting his job and all rights under this Agreement. Leaves of absence granted to employees because of proven illness or injury shall not result in loss of seniority rights.

SECTION 3. Business Agents shall retain and accumulate seniority on an Employer's seniority list while serving as Business Agents. During their service as Business Agents, they will not accumulate credit for vacation pay purposes.

ARTICLE XXVI - BULLETIN BOARDS

The Employer agrees that it will provide suitable bulletin boards in conspicuous places where the employees are employed for the posting of information of interest to employees subject to this Agreement and members of the Local Union. Employees shall be obligated to read all posted notices

ARTICLE XXVII **JURISDICTIONAL DISPUTES**

SECTION 1. The Employer agrees to respect the jurisdictional rights of the Union to perform all the work set forth in Article III hereof, and to assign all such work to employees subject to this Agreement, and shall not permit, direct, or require any other employee to perform such work.

SECTION 2. In the event any dispute regarding the assignment of the work set forth above between Local Union and sister Union presently affiliated with Teamsters Joint Council No. 10 shall arise, the same shall be submitted to the Teamsters Joint Council No. 10, whose decision shall be final and binding upon the Employer and the Union, but in no event shall there be any stoppage of work on account of such dispute unless there is a refusal by the Employer to comply with the decision of the Teamsters Joint Council 10.

ARTICLE XXVIII
REOPENING UNDER EMERGENCY
CONDITIONS

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

ARTICLE XXIX
SUCCESSORS AND ASSIGNS

SECTION 1. This Agreement shall be binding upon the Employer, its successors, administrators, executors and assigns.

SECTION 2. The Employer shall not enter into a merger of any type with any other firm or person unless the new firm or owner assumes all accrued obligations to the employees and funds established in this Agreement. Notice of a merger or sale shall be given in writing to the Local Unions involved immediately.

SECTION 3. In the event the Employer is a party to or involved in a merger or consolidation, the employees of the respective companies shall be dovetailed on one seniority list in the order of their date of hire, provided they are qualified to perform the work available. If one Employer acquires or purchases control of another Employer, including control by a PUC or ICC order, then the employees of the acquired or purchased organization shall be placed at the bottom of the acquiring or purchasing Employer's seniority list, in the order of the earliest date

of hire of each of the employees with their former Employer. However, nothing in this Section shall require the Employer to change the seniority standing of employees involved if there is no change in the operations of the entities involved and shall maintain the separate seniority lists for each entity. If the Employer requires additional men he shall give preference to laid off employees for a period of ninety (90) calendar days after the commencement of operations of the new entity. If a dispute arises concerning the interpretation or application of the foregoing provisions, the matter shall be subject to the grievance and arbitration procedure.

ARTICLE XXX
HIRED AND LEASED EQUIPMENT

SECTION 1. If employees who are scheduled to work during any day have started their regular work schedule, and work has been offered to all other employees on the seniority list, the Employer may supplement with hired or leased equipment, even though it has additional equipment available. Use of hired and leased trucks and subcontractors to fulfill small business and minority set asides, and affirmative action requirements shall not be a violation of the seniority provisions or any other provisions of this Agreement.

SECTION 2. In the event equipment is hired, the Employer will require that the trucks be manned by members of the Teamsters Union, if available. Drivers on such hired trucks shall be employees of an Employer who is a party to this Agreement, an agreement with another Association, or an independent agreement with the Union.

SECTION 3. No owner-operator shall be employed to supplement the Employer's equipment unless the owner-operator is an employee of the Employer for the operation of the piece of equipment hired, and if more than one truck is involved, he is a party to this Agreement, an agreement with another association, or an independent agreement with the Union. However, owner-operators so hired shall have no seniority with the Employer.

SECTION 4. For jobs bid on or after May 1, 2002:

The Employer shall give first preference for work opportunities to any qualified and competitive hired trucks, owner operators, or subcontractors hired under this section by the Employers who are members of the Union in good standing. The Union will provide a monthly list of such members to the Company and the company shall provide a monthly list of hired trucks, owner-operators or subcontractors used.

ARTICLE XXXI NO DISCRIMINATION AND TRAINEES

SECTION 1. There shall be no discrimination in the referral, hiring, placement, classification, upgrading, lay-off, or termination of employment of any person by reason of race, religion, creed, color, sex, national origin, or age. The Union agrees to assist and cooperate with the Employer in complying with the equal opportunity requirements.

SECTION 2. Trainees, when required under the terms and conditions of an employer's construction contract with a government

agency and when designated to do work covered by the Agreement, shall be paid in accordance with the terms and conditions of the construction contract with the government agency, including the specified percentage of the applicable wage rate, and the terms and conditions of the construction contract with the government agency shall be applicable to such trainees. Trainees may only be used on jobs when the construction contract with the government agency calls for them to be assigned.

ARTICLE XXXII - SEPARABILITY

SECTION 1. In the event any Article or Section of this Agreement or any Rider or Appendix thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section or Rider or Appendix should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any Rider or Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected.

SECTION 2. In the event any Article or Section of this Agreement or any Rider or Appendix thereto is held invalid or the enforcement of which or compliance with which has been restrained as set forth above, such Article or Section of this Agreement or Rider or Appendix thereto may be subject to negotiation upon the request of either party brought for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, Rider, or Appendix only;

each and every other term of the contract to remain in effect. If the parties are unable to negotiate a mutually acceptable Article, Section, Rider, or Appendix, then for a period of only ten (10) days from the date upon which negotiations with respect to such replacement ceased, either party shall have the right to institute economic action.

ARTICLE XXXIII **PERMANENT STATE COMMITTEE**

The Association and the Union shall together create a Permanent State Committee consisting of a representatives from among the Union negotiating committee and a representative of the Association with an alternate member for each side. It shall be the function of this Committee and the committee shall have the right to interpret the intention of the contract with reference to the use of pick-up trucks, station wagons, vans, panel trucks and suburbans and to interpret other provisions of this Agreement which interpretations shall be final and binding and to resolve all matters not covered by this Agreement, to adopt rules and regulations governing the manner and scope of authority of a Permanent State Committee; but it shall generally be the function of this Committee to discuss problems of mutual interest between the parties that may arise during the term of this Agreement so as to best serve the interest of the industry. In the event of failure of this Committee to resolve a particular grievance concerning the interpretation or application of any term or provision of this Agreement, either party may request arbitration in accordance with the Grievance and Arbitration Procedure specified herein. Meetings of the Committee must be attended by a majority of the members appointed by the Employers and the Union, or their alternates.

ARTICLE XXXIV - SUBCONTRACTING

SECTION 1. Subcontracting shall be defined for the purposes of this Agreement as the Employer's subletting of a portion of its on-site construction contract to another Employer pursuant to an agreement with such other Employer. The Employer agrees that the subcontractor of the Employer performing work covered by this Agreement shall be a party to this Agreement, an agreement with another Association, or an independent agreement with the Union and that before the subcontractor begins work on any job, the subcontractor or the Union will either certify that the subcontractor is covered by this Agreement, and/or another association agreement, and/or independent agreement, or deliver a copy of a labor agreement between the subcontractor and Union to the Employer. The Employer shall specify that the subcontractor shall comply with the terms of this Agreement or other Association or the independent agreement with the Union, whichever is applicable.

For Jobs bid on or after May 1, 2002: The Employer shall give first preference for work opportunities to any qualified and competitive subcontractors who are parties to this Agreement or Independent Agreement or another Association and to hired, leased trucks or owner operators who are members in good standing in the Union. The Union will provide a monthly list of such member to the Company and the Company shall provide a monthly list of subcontractors, hired or leased trucks, or owner operators used.

Section 1 shall not apply when the items of the construction contract to be performed by

the subcontractor are specialty items such as traffic striping and marking and there is no subcontractor reasonably available which is covered by the terms of this Agreement provided the Employer has first attempted to locate specialty contractors who are covered by the terms of the Agreement.

SECTION 2. The Employer, upon written notice from the Union, shall be responsible for any wages and Health Services and Pension contributions not made by the subcontractor on the Employer's job only, provided said written notice of such default is received by the Employer within two weeks from the date payment was due hereunder. If the Employer shall fail to pay the subcontractor's wages and/or Health Services Plan, or Pension contributions in arrears hereunder, then, the Union shall have the right to engage in a work stoppage against such subcontractor and the Employer. Nothing in this Agreement shall prevent the Employer signatory to this Agreement from terminating such contract with such other Employer and completing the work which would have been performed by such subcontractor.

ARTICLE XXXV - MARKET RECOVERY

On heavy and highway jobs of \$10 million or less and building jobs of either \$15 million or less or subcontracts or prime contracts with the owner of \$5 million or less, which are bid on or after April 1, 2002, the following market recovery conditions will apply:

All Market Recovery Work:

One (1) hour reporting pay, employees working more than one (1) hour shall receive

at least four (4) hours' pay and pay thereafter shall be for hours worked.

Employers shall not be required to follow seniority in assigning starting times, provided that seniority shall continue to apply with respect to work opportunity, layoff and recall.

No overtime, shift or other premium pay until after 40 hours of work in a week or 10 hours of work in a day, and then pay thereafter at time and one-half the straight time regular rate, regardless of the time of the day or the day of the week that the work is performed.

Employers may assign Saturday work at straight time pay to employees with 32 hours or less worked that week prior to Saturday, without following seniority.

Private Market Recovery Work Only

The Employer or the Association may ask the Local Union to agree that with respect to a particular project, there will be no holiday pay, no vacation pay, and the wage rates shall be \$2.00 below the contract rate and other special conditions. The request of the Association or the Employer shall become effective for that project, unless within the 24 hours after receiving the Association's or the Employer's request, the Union denies the request in writing. The Union shall not unreasonably deny any such request.

[no text is missing]

ARTICLE XXXVI - TERMINATION

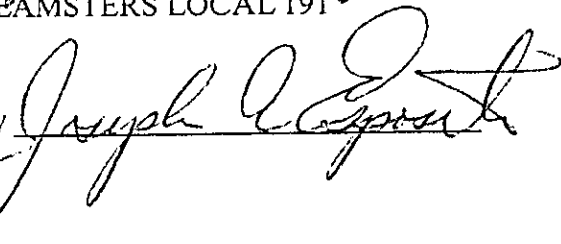
THIS AGREEMENT shall be effective as of April 1, 2002, and shall terminate on the 31st day of March 2005.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals, and caused this Agreement to be signed by their respective officers, at Wethersfield, Connecticut, this day of April 2002.

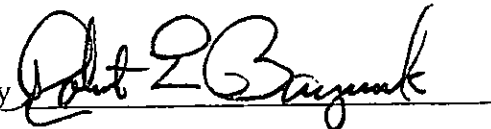
FOR THE UNION:

TEAMSTERS JOINT COUNCIL NO. 10

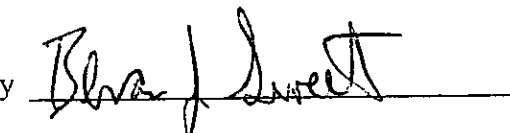
by 
TEAMSTERS LOCAL 191

by 

TEAMSTERS LOCAL 443

by 

TEAMSTERS LOCAL 493

by 

TEAMSTERS LOCAL 559

FOR THE ASSOCIATION:

CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC. and
AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISION OF CONNECTICUT,
INC.

by 

by TOM Gilman

TEAMSTERS LOCAL 677

by Dennis E. Raymond

HEAVY AND HIGHWAY AND BUILDING
APPENDIX A

WAGE RATES

	<u>4/01/02</u>	<u>4/01/03</u>	<u>4/01/04</u>
2-axle	\$21.68	\$22.68	\$23.68
3-axle	\$21.78	\$22.78	\$23.78
4-axle	\$21.88	\$22.88	\$23.88
2-axle Ready-Mix	\$21.78	\$22.78	\$23.78
3-axle Ready-Mix	\$21.83	\$22.83	\$23.83
4-axle Ready-Mix	\$21.93	\$22.93	\$23.93
Heavy Duty Trailer up to 40 tons	\$21.88	\$22.88	\$23.88
Heavy Duty Trailer 40 tons and over	\$22.13	\$23.13	\$24.13
Helpers	\$21.68	\$22.68	\$23.68
Specialized (earth-moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	\$21.93	\$22.93	\$23.93

"Trainees", See Article XXXI, Section 2.

On hazardous waste removal work on a site designated by a state or federal agency as a hazardous material Superfund site, when a driver is engaged in the removal of hazardous material who has been trained and is qualified 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 driver shall receive an hourly wage rate premium of \$1.25 per hour.

APPENDIX B

**JURISDICTION OF LOCAL UNIONS, BY TOWNS, AS ESTABLISHED
BY JOINT COUNCIL NO. 10 FOR CONSTRUCTION**

Local 191 - 1139 Fairfield Avenue, Bridgeport, Connecticut 06605
Telephone: 203-368-0231

Bridgeport, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Newtown, Norwalk, Redding, Ridgefield, Shelton, Stamford, Stratford, Trumbull, Weston, Westport, Wilton,

Local 443 - 200 Wallace Street, New Haven, Connecticut 06511
Telephone: 203-624-5185

Bethany, Branford, Cheshire for two miles in any angle from the towns set forth herein, Chester, Clinton, Deep River, Derby to the junction with the Housatonic River the dividing line, Durham, East Haven, Essex, Guilford, Haddam, Hamden, Killingworth, Madison, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Prospect for two miles in any angle from the towns set forth herein, Wallingford, West Haven, Westbrook, Woodbridge.

Local 493 - P.O. Box 485, Crescent Street, Uncasville, Connecticut 06382
Telephone: 860-848-9201

Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, East Lyme, East Haddam, Eastford, Franklin, Griswold, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Lyme, Montville, New London, North Stonington, Norwich, Old Lyme, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Westerly, Windham, Woodstock,

Local 559 - 400 Chapel Road, South Windsor, Connecticut 06074
Telephone: 860-528-9461

Andover, Avon, Berlin, Bloomfield, Bolton, Burlington, Canton, Coventry, Cromwell, East Granby, East Hampton, East Hartford, East Windsor, Ellington, Enfield, Farnington, Glastonbury, Granby, Hartford, Hebron, Manchester, Mansfield, Marlborough, Middlefield, Middletown, New Britain, Newington, Plainville, Portland, Rocky Hill, Simsbury, Somers, South Windsor, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Willington, Windsor, Windsor Locks.

Local 677 - 1871 Baldwin Street, Waterbury, Connecticut 06706
Telephone: 203-753-3121

Ansonia, Barkhamsted, Beacon Falls, Bethel, Bethlehem, Bridgewater, Bristol, Canaan, Cheshire*, Colebrook, Cornwall, Danbury, Derby, Goshen, Hartland, Harwinton, Kent, Litchfield, Meriden, Middlebury, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, Norfolk, North Canaan, Oxford, Plymouth, Prospect*, Roxbury, Salisbury, Seymour, Sharon, Sherman, Southbury, Southington, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester, Wolcott, Woodbury.

*Two miles in any angle in Cheshire from Local 443's jurisdiction, same in Prospect. Derby Junction belongs to Local 443, Housatonic River to be dividing line.

APPENDIX C TEAMSTERS - HEAVY AND HIGHWAY AND BUILDING

ADF Industries
2718 Wilbur Cross Hwy
Berlin, CT 06037

Arborio Corporation
231 Shunpike Road
P.O. Box 157
Cromwell, CT 06416

Atlas Industrial Fence Co.
30 Northeast Industrial Rd.
Branford, CT 06405

Baier Construction Company, Inc.
50 East Dudley Town Road
Bloomfield, CT 06002

Brito Enterprises, Inc./C. Brito Construction Co., Inc.
605 Metacom Avenue
P.O. Box 67
Bristol, RI 02809

The Brunalli Construction Co.
109 Summer Street
Southington, CT 06489

Corsetti Construction, Inc.
Three Commerce Circle
Durham, CT 06422

Cosgrove Construction Co., Inc.
164 North Main Street
Branford, CT 06405

Costello Industries, Inc.
123 Costello Road
Newington, CT 06111

Crele Construction Corporation
1685 Saybrook Road
Middletown, CT 06457

L. G. Defelice, Inc.
30 Bernhard Road
North Haven, CT 06473

Galasso Materials LLC
60 South Main St.
PO Box 1776
East Granby, CT 06026

Garrity Asphalt Reclaiming
22 Peters Road
Bloomfield, CT 06002

Guardrail, Inc.
200 Pratt Street
Meriden, CT 06450

Kessler Construction Co.
244 Prospect Avenue
Hartford, CT 06106

Kiewit Construction Co.
16 Trotter Drive
Medway, MA 02053

Lane Construction Corp.
965 East Main Street
Meriden, CT 06450

M & P Pipe Jacking Corp.
173 Pane Road
Newington, CT 06111

New Britain, CT 06050

HIGHWAY AND BUILDING. continued

J.L. Marshall
3 Clara St.
Seekok, MA 02771

J.L. Marshall
PO Box 2210
Pawtucket, RI 02861

The Mather Corporation
21 West Dudley Town Road
Bloomfield, CT 06002

O & G Industries, Inc.
112 Wall Street
Torrington, CT 06790

Quaker Corp.
PO Box 942
Cheshire, CT 06410

Railworks Track Services
225 Knowlton Street
Bridgeport, CT 06608

River Pile & Foundation Co., Inc.
73 Alexander St.
Yonkers, NY 10701

Rotha Contracting Co., Inc.
Dry Bridge Rd.
P.O. Box 550
Canton, CT 06019

Francis P. Ryan Trucking Corp.
30 Bernhard Road
North Haven, CT 06473

Tilcon Connecticut, Inc.
P. O. Box 1357

Waters Construction Company, Inc.
300 Bostwick Avenue
Bridgeport, CT 06605

White Oak Corporation
7 West Main Street
Plainville, CT 06062

Yonkers Contracting Co., Inc.
P. O. Box 38
Yonkers, New York 10704

ANNUITY PLAN ADDENDUM

Should the Union decide to establish an annuity fund, which fund conforms to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes, and be in compliance with all Federal and State laws regarding same, including Section 302 of the Labor-Management Relations Act of 1947, as amended, the Employer shall, upon sixty (60) days written notice from the Union to the CCLA of the contribution rate to such Fund, pay such contributions and shall reduce the appropriate regular straight time hourly rates of pay, including the wage carryover rates as provided for in the Heavy and Highway Agreement, Article XIII, Section 5 and Section 1 of the Memorandum of Agreement for Sewer and Utility work, of its employees provided in this Agreement by the amount of the hourly rate of the contribution. The contribution rate to be paid by the Employer to such annuity fund for each hour worked shall be the same for all the hours worked. In no event shall this be used to increase the total amount to be paid by the Employer since said payment to an annuity fund shall be deducted from the employees' wage rates. Proof of approval of such annuity fund by the Internal Revenue Service that contributions will be deductible for income tax purposes must be furnished to CCLA by the Union as a condition precedent to the payment of any such contribution.

April 1, 2002

International Brotherhood of Teamsters,
Joint Council No. 10, and Locals 191,
Bridgeport; 443, New Haven; 493, New
London; 559, Hartford; and 677, Waterbury
53 Prospect St.
Waterbury, CT 06706

Connecticut Construction Industries
Association, Inc.
912 Silas Deane Highway
Wethersfield, CT 06109

Labor Division of A.G.C. of
Connecticut, Inc.
912 Silas Deane Highway
Wethersfield, CT 06109

Gentlemen:

In the course of contract negotiations giving rise to an agreement, effective April 1, 2002, and terminating March 31, 2005, all parties agreed to the following interpretations of the noted sections of the contract:

1. Article III, Section 3(b) - The phrase "as used in this section, the operation of all pickups, station wagons and panel trucks not primarily used for transportation of materials shall not be included herein", shall mean that pickup trucks used for the transportation of bulk construction materials shall be and fall within the scope of this agreement. There is no violation of this Agreement if employees not covered by this Agreement drive pickups unless a pickup truck is used to replace an employee covered by this Agreement on a detail truck by making deliveries all day long for eight hours. In addition, employees not covered by this Agreement may operate pickups all day or a portion of the day if the driver is part of or working with a crew, if the pickup truck is a tool of the trade. Examples of a pickup being used as a tool of the trade include towing compressors, etc. In addition, vehicles used as mason's trucks or for asphalt crews may be operated by employees not covered by this Agreement. Also, the operation of station wagons, panel trucks and vans shall not be covered by this Agreement, unless an employee covered by this Agreement is assigned to drive the vehicle.

2. Article VII, Section 5 - shall in part be interpreted as follows:

In the event a senior employee is released before another employee is put to work, and thereafter a junior employee is put to work, the Employer will not be obligated to provide work or pay to the

senior employee who was released and will not be in violation of the seniority provisions of this Agreement as a result thereof providing the Employer attempts to notify the senior man that such work is available. All parties agree that the Employer will supply the employees forms upon which to designate a telephone number where they can be reached for this purpose.

3. Article XII, Section 10 - shall not be interpreted to prohibit an employee on layoff from working as an oil driver during the winter months, provided he has received an unemployment compensation slip from the Employer.

4. In the event a favored nation clause becomes legally enforceable as a result of a court decision or federal legislation, such a clause shall be inserted into this Agreement as Section 4, of Article XXII. This clause will be the same clause as was in the contract with this Association prior to May 1, 1967, if such clause is lawful in its entirety.

5. At the Employer's option and applicable only within the jurisdiction of Local Union 559, an employee with ten (10) years or more service with the Employer may select a starting time of his choice conditionally on the following. After the employee makes his choice of starting time, he will have no right to claim a vehicle in a higher paid classification. Also a starting time once selected will be for a one year period and may be selected for an additional one year period, only with the approval of the Employer. Specialized equipment is excluded from this agreement.

6. The following conditions shall be available only to members of the Association who authorized the Association to represent them.

a. TRANSFER OF EMPLOYEES: Employers may transfer employees throughout the state of Connecticut. In conformance with Article V, Hiring, Employers shall be required to give the Local Union, where the work is to be performed, equal opportunity with all other sources to provide suitable applicants, when new employees are to be hired for that work. If there is a seniority list in effect, seniority rights shall not be violated.

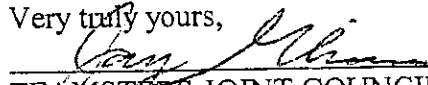
b. PROJECT AGREEMENTS: The Association or an Employer may request relief from the terms of this Agreement, including wage rates, fringe contributions or other conditions for the purpose of enabling Employers to provide work opportunities for their employees on particular projects. The Union shall decide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

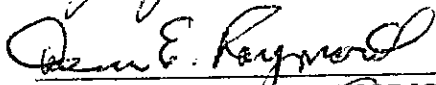
c. UTILITY AGREEMENT: In order for the parties to meet the competitive needs of the industry, the parties may enter into agreements covering specific types of work covered by this Agreement, including but not limited to such work as utility, landscaping, and line striping, and providing for appropriate wages, fringes, hours and working conditions that shall supercede those provided for in this Agreement.

d. PRIVATE WORK, SPECIAL CONDITIONS FOR NEW EMPLOYEES: On private work, that is on projects not subject to the state and federal prevailing wage laws, employees who are newly hired and who have not worked in employment covered by a construction industry agreement during the period since May 1, 1990 shall be paid \$2.00 less per hour than the wage rate otherwise required by the terms of the Agreement and these employees shall not be entitled to vacation pay until after they have been employed and are on the seniority list for twelve months. If an Employer utilizes the foregoing provision, the present employees of the Employer who are laid off shall be entitled to continue their seniority for the purpose of recall until the expiration of their rights under Article XII, Section 5 or the termination of this Agreement whichever is later.

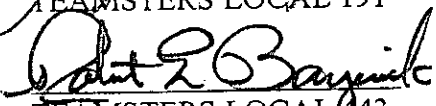
7. The parties have agreed on Rules of Procedure for the operation of the Connecticut Construction Joint Area Arbitration Committee in order to implement the operation of Article XVI, Grievance and Arbitration Procedure, Section 1, Steps 3 and 4.

Very truly yours,


TEAMSTERS JOINT COUNCIL NO. 10



TEAMSTERS JOINT COUNCIL NO. 10

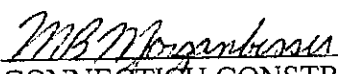

TEAMSTERS LOCAL 191


TEAMSTERS LOCAL 643


TEAMSTERS LOCAL 493


TEAMSTERS LOCAL 589


TEAMSTERS LOCAL 677


CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.

April 1, 2002

International Brotherhood of Teamsters,
Joint Council No. 10 and Locals 191,
Bridgeport; 443, New Haven; 493, New
London; 559, Hartford; and 677,
Waterbury
53 Prospect St.
Waterbury, Connecticut 06706

Connecticut Construction Industries
Association, Inc.
912 Silas Deane Highway
Wethersfield, Connecticut 06109


Gentlemen:

In the course of contract negotiations giving rise to an agreement, effective April 1, 2002, and terminating March 31, 2005, all parties agreed to the following:

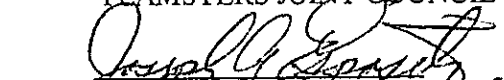
The Union and Local Union will not agree to or permit any employer to have better or more favorable conditions than those agreed to and permitted by this Agreement. If such a more favorable agreement is entered into, the Association may elect to have this Agreement amended to afford other employers the more favorable conditions.

Very truly yours,


TEAMSTERS JOINT COUNCIL NO. 10


CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC


TEAMSTERS JOINT COUNCIL NO. 10


TEAMSTERS LOCAL 191


TEAMSTERS LOCAL 443


TEAMSTERS LOCAL 493


TEAMSTERS LOCAL 559


TEAMSTERS LOCAL 677

April 1, 2002

International Brotherhood of Teamsters
Joint Council No. 10 and Locals 191,
Bridgeport; 443, New Haven, 493, New
London; 559, Hartford; and 677 Waterbury
53 Prospect St.
Waterbury, CT 06706

Connecticut Construction Industries
Association, Inc.
912 Silas Deane Highway
Wethersfield, CT 06109

Gentlemen:

In the course of contract negotiations giving rise to an agreement, effective April 1, 2002, and terminating March 31, 2005, all parties agreed to the following:

ASSOCIATION CONSTRUCTION INDUSTRIES PROGRAM

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.
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 "Employers' Remittance Report" in use by the New England Teamsters and Trucking Industry 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 New England Teamsters and Trucking Industry Pension Fund, or in such other manner as the Association shall determine. A copy of each monthly "Employers' 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.
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 address of all employers signatory to an Independent Agreement for the types of work covered under this Agreement.
4. The Union agrees to propose that all the provisions contained in this Article, 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.
5. If the Union (Local Union or Joint Council No. 10) 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, the Association shall have the option, at its sole discretion, to delete the Article entitled Administrative Dues, 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 this Article), and/or to delete this Article, 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.

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 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 Article may be specifically enforced by the Association.


7. The provisions of Paragraph 3, above, shall be satisfied by the Union furnishing the Association with a copy of the signature page 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, including with such signature page the provisions of Paragraphs 1 through 6, above, as to the Association Construction Industries Program included in such collective bargaining and/or participation agreement.

8. The Union, and each of its business agents, representatives or managers, agrees to use its/their best efforts to include the provisions of Paragraphs 1 through 6, above, as the Association Construction Industries Program, in every Independent Agreement. If the Union (Local Union or Joint Council No. 10) and each of its business agents, representatives or agents use such good faith efforts, then the provisions of Paragraph 5, above, shall not be exercised nor are its provisions exercisable by the Association as to the deletion of the Article in the collective bargaining Agreement between the Union and the Association as to Administrative Dues.

Very truly yours,


TEAMSTERS JOINT COUNCIL
NO. 10


CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC


TEAMSTERS JOINT COUNCIL
NO. 10


TEAMSTERS LOCAL 191


TEAMSTERS LOCAL 443


TEAMSTERS LOCAL 493


TEAMSTERS LOCAL 559


TEAMSTERS LOCAL 677

MEMORANDUM OF AGREEMENT

It is agreed and understood by and between the Connecticut Construction Industries Association, Inc. (herein called the "Association") acting for and to the extent those of its members have authorized the Association to act, in behalf of and under such authority of such members, and Teamsters Locals Nos. 191, Bridgeport; 443, New Haven; 493, New London; 559, Hartford; and 677, Waterbury; affiliated with Joint Council No. 10 and the International Brotherhood of Teamsters, (herein called the "Union" collectively, and the "Local Union" individually) that:

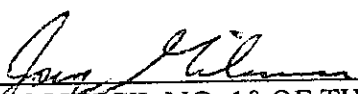
SECTION 1. Notwithstanding Article XXXV or any other provision of the April 1, 2002 through March 31, 2005, Heavy and Highway Agreement between the Association and the Union, or any successor agreement thereto, it is agreed that for all new Sewer and Utility jobs described in Section 2 hereinbelow, bid after the effective date of this Memorandum of 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 the Heavy and Highway Agreement shall be payable on the effective date of said increase.


SECTION 2. On the following work described in this Section 2, the provisions of Section 1 of this Memorandum of Agreement shall apply:

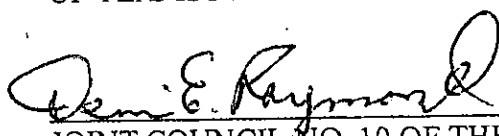
- (a) Sewer and Utility work that is let directly from a public utility or governmental body or agency and is let as an "independent contractor";
- (b) Sewer and Utility work on a building or heavy and highway job that is let as a subcontract from a non-union general contractor;
- (c) "Sewer and Utility 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 transmission system and all work incidental thereto. Mainline gas transmission systems which are part of a national gas pipe line 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 1 hereinabove;

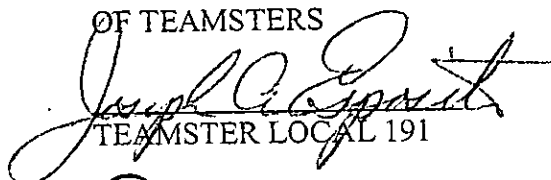
(e) "All the work incidental thereto" as stated in (c) and (d) hereinabove includes, but is not limited to, grading, paving, landscaping, pumping stations, etc., that are part of or necessary to the completion of the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives as of the day of April, 2002.


JOINT COUNCIL NO. 10 OF THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS


CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.


JOINT COUNCIL NO. 10 OF THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS


TEAMSTER LOCAL 191


TEAMSTER LOCAL 443


TEAMSTER LOCAL 493


TEAMSTER LOCAL 559


TEAMSTER LOCAL 677

TEAMSTERS
HEAVY AND HIGHWAY AND BUILDING
INDEX

<u>Subject</u>	<u>Page Numbers</u>
Access to Jobs and Records	27
Accidents (and Accident Reports)	29, 31
Address of Employee	
Administrative Dues	5
Affirmative Action	34
Agreements with Employees.....	2
Alcohol Testing.....	30-31
Annuity Plan Addendum.....	43
Arbitration Committee.....	22-25, 35
Arbitration Procedures	22-25, 35, 46
Arbitrators	23
Arbitrators' Authority.....	22-25, 46
Association Construction Industries Program.....	49-50
Association Membership	1, 26, 27, 41-42
Audit	20, 27
Avoiding Agreement.....	2
Alcohol Use	15
Bargaining with Individual	2
Bonds	16, 28, 31
Bookings	8
Bulletin Board	32
Bumping.....	13, 14
Business Representative.....	22, 27, 32
Carryover.....	16-17, 51
Check-off of dues.....	4, 5
Circumventing Agreement.....	2
Classifications	39
Clothing.....	31
Coffee Break	9
Company Rules	6-7
Consolidation	2, 33
Court Appearances.....	29-30
Credit Union	4
Direct Deposit	16

<u>Subject</u>	<u>Page Numbers</u>
Discharge and Discipline	4, 25, 26, 29, 30
Discrimination.....	2, 34
Dishonesty.....	15
Dovetailing.....	30
Drug Testing	30
Drug Use	15
Dues	4-5
Election Day and Funeral Leave	28
Emergencies.....	32-33
Employee, defined.....	2
Employer, defined	1, 26, 27 appendix C pg 41-42
Equal Opportunity.....	2, 34
Equipment, new	29, 30
Examinations.....	30-31
Favorable conditions	48
Favored Nation Clause.....	45
Fire Arms	15
Funeral Leave.....	28
Government Owner Restrictions.....	10, 11
Grievance and Arbitration Procedure.....	20-25, 46
Grievance Awards.....	22-23, 25
Grievance Time Periods.....	22, 25, 26
Hazardous Waste	39
Health and Safety	29-31
Health Services and Insurance Plan	17-18, 21-22, 28, 31
Penalties	18
Payment Date	17
Helper.....	29, 39
Hired and Leased Equipment.....	33-34
Hiring	5-6
Holidays	7, 10-11
Hours of Work	7-10
Inclement Weather	8
Individual Bargaining.....	2
Injuries	18, 19-20, 31
Insubordination	15

<u>Subject</u>	<u>Page Numbers</u>
Jurisdiction of teamsters	2-4, 8-9
Jurisdiction of Local Union.....	1, 40, 32
Local Union.....	1
Territorial	40
Jurisdictional Disputes	32
Jury Duty.....	10
Just Cause.....	25, 26
Lay-off.....	12, 13, 14, 15, 31
Leaves of Absence	32
Length of Employment	10-12, 42
Liability, employer	24, 27-28
Lockout	22
Lunch	7
Maintenance of Standards	28-29
Management Rights	6
Market Recovery	36
Mergers	2, 32
Minimum Pay.....	7, 8
Moving Violation.....	27
New Equipment	29, 30
No Discrimination and Trainees	31
Obligation and Rights of the Association, the Union, the Local Union, the Employer, and the Employee	24-25
Oil driver.....	45
Operations Covered.....	3- 4
Out-of-State Rates and Conditions	1
Overloads	30
Overtime	7-9
Owner-Operators.....	31
Owner Restrictions.....	9-10
Panel Trucks.....	3, 32, 41
Parties.....	1
Payment of Wages and Contributions.....	15-16
Pension.....	18-22, 27, 32-33
Increases in Rate	19, 21-22
Maximum Payments	19-20
Penalties	20-21

<u>Subject</u>	<u>Page Numbers</u>
Payment of Wages.....	16
Payment of Contributions to Funds	16-18, 20, 36
Pension.....	18-22
Permanent State Committee.....	22, 35
Physical Examinations	24, 30-31
Picket Lines.....	25-26
Pick-Up Trucks	3, 32, 44
Preamble	1
Preference in Employment.....	6
Pre-Job Conference	6
Private Work, Special Conditions.....	46
Project Agreements	45-46
Protection of Rights	25-26
 Quit	 15
 Railroad.....	 9-10
Raingear	30
Reaching Employees.....	14
Recall	14
Recognition.....	1-2
Records	18, 20, 27
Reopening Under Emergency Conditions.....	32
Reporting Pay.....	7, 8
Residents.....	6
 Safety	 29- 30, 31
Saturday Work	7, 8
Scope of Employment.....	2-4
Security Bond	15
Seniority.....	6, 8, 9, 13-15, 44-45
Seniority Lost.....	14, 45
Separability	34-35
Sewer and Utility	51-52
Shifts	7, 8-9
Show-Up Time.....	8
Snow Plowing.....	8
Specialized Equipment.....	7, 42
Staggered Starting Time.....	10
Starting Time	7, 9-10, 42

<u>Subject</u>	<u>Page Numbers</u>
Station Wagons	3, 32, 41
Stewards.....	13, 21
Strikes	6, 13, 16, 20, 22, 24, 26-27, 36
Successors and Assigns.....	1, 33
Subcontracting	35-36
Sunday Work.....	7, 8
Suspension	25
Telephone Numbers	8, 12, 42
Termination.....	37
Territorial Application	1, 40
Tide Work	10
Time Clocks	27-28
Time Records	27-28
Trainees.....	34, 39
Transfer of Employees	45
Transfer of Operations	2
Transportation of Employee.....	28
Trial Period	6, 13
Traffic Violations.....	30
Unemployment Compensation.....	12, 15
Uniforms	31
Union.....	1, 40
Union Membership	4
Union Security	4-5
Utility Agreement.....	46, 51-52
Vans	2, 32, 44
Vacations.....	11-12
Validity.....	34-35
Veteran's Rights	13
Wages Rates.....	12, 16, 39
Warning Notice.....	25, 30
Weather	8
Withdrawal from Association	27
Work Covered	3-4, 8-9
Work Day.....	7
Work Stoppages	6, 22, 24

Subject

Page Numbers

Work Week	7, 13, 16, 22, 24, 26-27
Workers' Compensation	29, 31

LETTER OF AGREEMENT

4/1/02

The following is agreed to by the parties to the Laborers Heavy & Highway Agreement effective 4/1/02.

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:

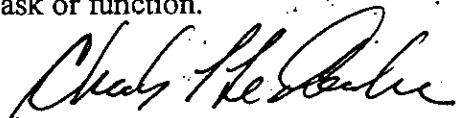
Article IX, Section 1 – “The Employer agrees to assign all such work to only employees covered by this Agreement.”

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.



CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA

April 1, 2002

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, 1999 Agreements by and between the Association and the Union; the 2002-2005 Agreement, or any successor Agreement thereto, it is agreed that the provisions of Article XVII, Dues Check-Off, 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, 2005. 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.

MB Morganti

CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LIUNA, AFL-CIO

Chad Hecker

ARTICLE XXII
DURATION OF AGREEMENT

SECTION 1. The terms and conditions of this Agreement shall be effective April 1, 2002, and shall continue in full force and effect through midnight on March 31, 2005, and from year to year thereafter unless either party at least sixty (60) days prior to March 31, 2005, 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 29 day of July, 2002:

CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.

CONNECTICUT LABORERS DISTRICT
COUNCIL OF THE LABORERS
INTERNATIONAL UNION OF NORTH
AMERICA

MB Morganbesser
TITLE President

Cheryl LeBeche
TITLE Business Manager

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.

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.

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, 1999. It shall apply automatically to projects with a general contract of \$15 million or less or a subcontract or prime contract with the owner's representative of \$5 million or less. The Union, upon request of the Association or an Employer for private projects with larger contracts, 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. All work covered by this market recovery agreement shall be performed at the straight time rate, except that work over 40 hours in a week shall be paid at the rate of time and one-half regardless of the day of the week or time of the day that the work is performed.

3. Starting times shall be determined by the Employer.

4. Effective April 1, 2002, 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.