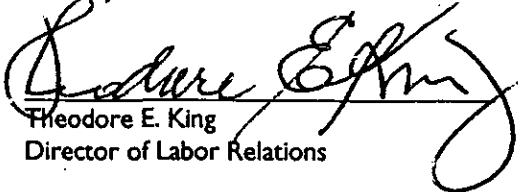


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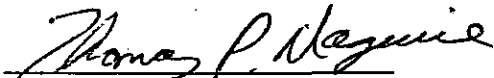
**ADDENDUM TO THE
MEMORANDUM OF AGREEMENT
BETWEEN LOCALS 14-14B AND 15, 15A, 15D and 15D
INTERNATIONAL UNION OF OPERATING ENGINEERS
AND
THE GENERAL CONTRACTORS ASSOCIATION OF
NEW YORK INC.**

1. Monetary settlement shall be 5.75 percent each year for four years starting July 1, 2002 based on wage/fringe package of June 30, 2002, non-compounded.
2. This is a ratified agreement.
3. The Association would agree that when a Master Mechanic and a Working Foreman Maintenance Engineer have been employed in a workweek – Monday through Friday, they would be employed on the weekend regardless of the count of the machines.
4. The Association would also agree that the intervening time clause, ARTICLE IX, Section I, HOURS OF WORK, would apply to the employment of the Master Mechanic and the Working Foreman Maintenance Engineer.
5. The Welding Machine shall count towards the count for the Master Mechanic unless Local 15 is on the Arc.
6. Pursuant to Article IX, Section 7(B) – Master Mechanic:
A Master Mechanic and a Working Foreman Maintenance Engineer will start on the second working day (1 day grace period).

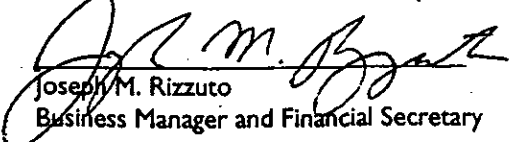
**GENERAL CONTRACTORS
ASSOCIATION OF NEW
YORK, INC.**


Theodore E. King
Director of Labor Relations

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 15, 15A, 15C AND 15D**


Thomas P. Maguire
President and Business Manager
General Vice President

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 14-14B**


Joseph M. Rizzuto
Business Manager and Financial Secretary

K8727
2,500 workers

G.C.A. - HEAVY CONSTRUCTION, EXCAVATION, DOCKBUILDING AND
FOUNDATION WORK, BUILDING FOUNDATION WORK, PAVING AND ROAD
BUILDING WORK, UTILITY WORK, TUNNEL WORK - OPERATING ENGINEERS
LOCALS 14-14B & 15 - 15A

105 178.

AGREEMENT

between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCALS 14-14B & 15 - 15A

JULY 1, 2002 - JUNE 30, 2006

LOCALS 14-14B & 15-15A

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AGREEMENT made this 1ST day of July, 2002 by and between the Members of The General Contractors Association of New York, Inc. (hereinafter "G.C.A.") and other Employers who are signatories to this Agreement (hereinafter "Employer") and the International Union of Operating Engineers, Locals 14-14B, 15- 15A AFL-CIO (hereinafter "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes - Declaration of Principles

Section 1 - Purposes

The Purposes for which this Agreement is entered into are as follows:

- (a) prevent strikes and lockouts;
- (b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;
- (c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and Union, and the loss of wages to the Employee;
- (d) enable the Employer to secure at all times sufficient forces of skilled workmen;
- (e) provide as far as possible for the continuous employment of labor;
- (f) provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon;
- (g) bring about stable conditions in the Industry;

- (h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;
- (i) continue the custom and practice heretofore prevailing for many years on heavy construction, excavation, building foundation work, dockbuilding and foundation work, paving and road building work, construction and maintenance work with local utilities, and tunnel work, (hereinafter "Heavy Construction Work") of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2 - Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

- (a) that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;
- (b) that there shall be no restriction on the use of machinery, tools or appliances, within the limits of safety;
- (c) that there shall be no restriction on the use of any raw or manufactured materials, except prison-made;
- (d) that no person shall have the right to interfere with Employees or workmen during the working hours;

- (e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;
- (f) that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not, satisfactory;
- (g) that the G.C.A., Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, nationality, sex, age, disability, marital status, sexual orientation or citizenship status against any individual;
- (h) the Union shall provide, when requested, qualified and skilled men to each jobsite.

Section 3 - Completeness of Agreement

It is understood that the Purposes and Declaration of Principles herein set forth are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II

Jurisdiction

This Agreement covers work performed by the Employer in New York City on Heavy Construction Work, as hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III

Union Security - Union Visitation

Section 1 - Union Security

The Employer shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classifications of work listed in Article IX hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

Section 2 - Union Visitation

Authorized representatives of the Union shall be allowed to visit jobs, and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV

Term - Renewal

This Agreement shall continue in effect until and including June 30, 2006, and during each year thereafter unless on or before the fifteenth (15th) day of March 2006, or on or before the fifteenth (15th) day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE V

Disputes

Section 1 - No Lockout, Strike, Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage, except as expressly provided for herein. The Employer expressly agrees that it will not lock out its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, except as expressly provided for herein, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the expressed agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination as upon any question or dispute which may be submitted.

The Union will not call any strike or stoppage during the term of this Agreement except for:

- (1) the Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement;
- (2) the Employer's failure to comply with any decision of any Board of Arbitration or Arbitrator established hereunder within five (5) working days after such decision; if the decision involves back pay, then compliance shall be within ten (10) working days, unless appealed to a court of competent jurisdiction, which grants a stay; and
- (3) any other reason explicitly provided for in this Agreement.

Anything in this Agreement to the contrary notwithstanding, the parties specifically agree that the Employees may honor and refuse to cross a picket line placed by another Building and/or Construction Trade Union, which as of the date of this Agreement is a member of the Building Construction Trades Council of Greater New York (BCTC) without violation of this Agreement until or unless such picket line shall be found unlawful and/or is restrained in any way by a court of competent jurisdiction.

Section 2 - Procedures of Grievance - Arbitration

For the purpose of settling disputes between the parties hereto as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

- (a) Either party may advise the other of an alleged grievance, in writing, and the party alleging the grievance may call for a meeting to be held not less than 24 hours after receipt of the grievance notice. The Board deciding the grievance shall consist of two (2) representatives of each party. No member of the

Board may be the individual grievant of the Local Union involved in the grievance or the Employer involved in the grievance. Both parties to the grievance shall be given full opportunity to be heard and present witnesses. The grievance shall be resolved by majority decision. If the grievance is not resolved within 72 hours of notification thereof, as set forth above, or if the agreement reached is not complied with by the guilty party within 24 hours after notification of the agreement, either party may proceed to arbitration immediately.

(b) Any grievance not resolved pursuant to (a) above, shall be submitted to arbitration before a single arbitrator. The arbitrator shall serve, in order, from a panel of four as follows:

- | | |
|------------------|--------------------|
| 1) John Crotty | 3) Ben Falcigno |
| 2) Joseph Kaming | 4) Thomas Hanrahan |

Two to be picked by Locals 14 and 15 and two by the G.C.A.

All arbitrators selected and their successors must be unanimously agreed upon by the parties. The four will serve to the end of this Agreement.

If any arbitrator is not available to serve for any reason, the next one on the list shall serve. The arbitrator shall conduct a hearing in such a manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. After all the parties concerned have been notified in writing at least five (5) days prior to a hearing, the arbitrator shall have the right to conduct an ex parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the

power to render a decision based on the testimony before him at such hearing. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of arbitration, including the arbitrator's fee, shall be borne equally by the G.C.A. and the Union. Service of any document or notice referred to above, or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail. Service upon the Employer shall be made on the individual Employer and the G.C.A.

- (c) This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement.

ARTICLE VI

Jurisdictional Disputes

Section 1 - Heavy Construction Industry Jurisdictional Panel

The Union and the G.C.A. shall establish as soon as possible a Heavy Construction Industry Jurisdictional Panel. Said Panel will consist of representatives of all the unions who have agreed to same and an equal number of representatives of the G.C.A. The Panel will be fully empowered to render final and binding decisions on all jurisdictional matters in the Heavy Construction Industry.

Section 2 - Termination of Employment During Work Stoppage

In the event of any stoppage of work caused by any union or unions connected with the AFL-CIO, the Employer may pay off its Employees at the end of the workday on which the

OPERATING ENGINEERS LOCALS 14-14B, 15- 15A – 2002 ART. VI, VII, VIII

stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

Section 3 - No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board, as established in Section 1 above.

ARTICLE VII

Other Union Agreements

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other local union, whether or not employed in Heavy Construction Work.

ARTICLE VIII

Heavy Construction Work - Employees Covered

Section 1 - Heavy Construction Work

Heavy Construction Work where referred to in this Agreement is hereby defined as the Construction of Engineering Structures and Building Foundations and Excavation, exclusive of the Erection of Building Superstructures, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2 - Employees Covered

This Agreement is applicable to qualified Employees who are employed under the classifications as set forth in Article IX, Sections 6 and 7 of this Agreement.

ARTICLE IX

Wages and Conditions

Section 1 - Hours of Work

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

Any failure to work these hours gives the Employer the right to pay only for the hours actually worked.

At the start of the workday or shift each man shall be at his place of work and shall remain productively employed until the end of his scheduled shift.

If a new Employee has not been ordered out on the previous workday, consideration shall be made if there is a late arrival.

At the commencement of employment an Employee will be paid for days actually worked in the payroll week. At the termination of employment, an Employee will be paid for days actually worked in the payroll week.

If an Employee is laid off from his work assignment or his services are not utilized and he is subsequently rehired or his services are again utilized within five (5) consecutive working days on the same work assignment, said Employee shall be paid for the actual working days for which he was not employed or utilized if he was not employed by another Employer during the lay-off period.

Section 2 - Shifts

- (a) A single shift shall be a continuous nine (9) hours, starting at 8:00 A.M., except when necessary to conform with the provisions of this Article IX, Section 8, Subdivision (a), including one (1) hour for mealtime. The mealtime may be curtailed by one-half (1/2) hour.

- (b) When two (2) shifts are employed, the work period for each shift shall be a continuous eight (8) hours.
- (c) When three (3) shifts are employed, each shift will work seven and one-half (7 1/2) hours but will be paid for eight (8) hours, since only one-half (1/2) hour is allowed for mealtime.
- (d) When two (2) or more shifts are employed, single time will be paid for each shift.
- (e) On jobs of more than one (1) shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.
- (f) A week shall start at 8:00 A.M. Monday and end at 8:00 A.M. Saturday, except when necessary to conform with the provisions of this Article IX, Section 8, Subdivision (a).
- (g) When an Employee is ordered out and reports on a Saturday, Sunday or holiday, regardless of whether his services are employed, he shall receive two (2) days' pay.
- (h) In case an Employee is not ordered out on a Saturday, Sunday or holiday and his machine is operated by another Employee, he, as well as the Employee who operated the machine, shall be paid two (2) days' pay.
- (i) Off shift work, except for Utility work, shall be paid as follows:
The first eight hours shall be paid at 160% of the straight time wage, and fringes shall be paid at the double-time rate. All work over eight hours shall be paid at the double-time rate, i.e. 200% of the normal straight time rate.
The pay for off-shift Utility work shall be as stipulated in the Utility Section of this Agreement.

Section 3 - Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided:

the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the service of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 4 - Overtime

Double time shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, for all work performed on Saturdays, Sundays, and holidays. Overtime pay will be paid for lunch period, when worked. Time and three-fifths (1 and 3/5's) shall be paid for off shift work as defined in Article IX Section (i). Overtime on all off-shift work shall be paid at double the normal straight time rate.

Section 5 - Holidays

Holidays to be observed as such are:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Presidents' Day (Third Monday in February)	Armistice Day (Veterans' Day)
Memorial Day (Decoration Day)	Thanksgiving Day

Independence Day (4th of July) Christmas Day

Labor Day

(b) All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned holidays, even if occurring on a Saturday. If an above-mentioned holiday occurs on a Sunday, it shall be observed on the following Monday. If a holiday occurs on a Saturday, Employees except for those manning power-houses, refrigeration, soil solidification, wellpoint, cofferdam, and continuous pumping installations, and other similar type installations, shall not perform any work on said Saturday, without the prior permission of the Union Business Representative having been rendered to the Employer, and such permission shall not be unreasonably denied. If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned holidays, even if the holiday occurs on a Saturday or Sunday, compensation shall be only at the double time rate, and at the rate of triple time when working with members of the Laborers International Union of North America, AFL-CIO (hereinafter "Laborers International") employed on tunnel work when said members of the Laborers International are so paid triple time. To be paid for any of the above-mentioned holidays without working, Employees must work at least one (1) day in the payroll week in which the holiday occurs. No Employee shall receive pay for any holiday from more than one (1) Employer.

(c) Where the workday ends at 8:00 A.M. on a Saturday, or a Sunday, or a holiday, the Employer may, at his discretion, define Saturdays, Sundays and holidays as beginning at 8:00 A.M. of the Saturday, or the Sunday, or the

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

ART. IX

Holiday and continuing until 8:00 A.M. of the following day except when necessary to conform to the provision of Article IX, Section 8, Subdivision (a).

Section 6 - Wages

The rates of wages with total fringes to be paid Employees covered under this Agreement per forty (40) hour week, except Trainee/ Apprentice wages, set forth in Appendix A attached hereto, are as follows:

(a) Local 14 –14B Operating Engineer

1. TOWER CRANE; CLIMBING CRANE:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$51.45	\$50.85			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.85</u>	<u>\$ 3.85</u>	<u>\$ 3.85</u>
Total Wage & Fringes	\$70.75	\$70.75	\$74.60	\$78.45	\$82.30
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

2. BACKHOES (including all track backhoes and rubber tired backhoes over 37,000 lbs.); POWER SHOVELS; STEEL ERECTION; RIDE UPON MOLES - TBM'S - MICRO TUNNELING SYSTEMS

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/31/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$42.33	\$41.73			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.35</u>	<u>\$ 3.35</u>	<u>\$ 3.35</u>
Total Wage & Fringes	\$61.63	\$61.63	\$64.98	\$68.33	\$71.68
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 03.5	\$ 0.35	\$ 0.35

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

ART. IX

3. MINE HOISTS AND CRANE (Used as Mine Hoists):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$43.68	\$43.08			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.42</u>	<u>\$ 3.42</u>	<u>\$ 3.42</u>
Total Wage & Fringes	\$62.98	\$62.98	\$66.40	\$69.82	\$73.24
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

4. GRADALLS: KEYSTONES: CRANES on Land or Water (with digging buckets including SAND DOCK CRANES, BRIDGE CRANES, CLAMSHELLS, DRAGLINES): TRENCHING MACHINES, including Vermeer and machines of a similar nature:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$42.64	\$42.04			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.37</u>	<u>\$ 3.37</u>	<u>\$ 3.37</u>
Total Wage & Fringes	\$61.94	\$61.94	\$65.31	\$68.68	\$72.05
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

5. PILE DRIVERS & RIG (employing dock builder foreman): DERRICK BOATS: TUNNEL SHOVELS: MASTER MECHANICS: (on jobs bid after 7/1/90):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$41.79	\$41.19			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.32</u>	<u>\$ 3.32</u>	<u>\$ 3.32</u>
Total Wage & Fringes	\$61.09	\$61.09	\$64.41	\$67.73	\$71.05
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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6. TUNNEL MUCKING MACHINES: BACK FILLING MACHINES: CRANES (including but not limited to those utilizing scale boxes and mucking buckets): PAVER DUAL DRUM:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$40.85	\$40.25			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.27</u>	<u>\$ 3.27</u>	<u>\$ 3.27</u>
Total Wage & Fringes	\$60.15	\$60.15	\$63.42	\$66.69	\$69.96
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

7. PAVERS: CABLEWAYS: LAND DERRICKS: POWER HOUSES (which contain low air pressure units); all equipment in same is manned by two (2) men only one (1) Local 14 and only one (1) Local 15 man receiving Apprentice Engineer-Oiler rate. ASPHALT SPREADERS: AUTOGRADES (C.M.I.):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$39.65	\$39.05			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.21</u>	<u>\$ 3.21</u>	<u>\$ 3.21</u>
Total Wage & Fringes	\$58.95	\$58.95	\$62.16	\$65.37	\$68.58
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

8. ELEVATORS (Manually Operated as Personnel Hoist):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$34.59	\$33.99			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.93</u>	<u>\$ 2.93</u>	<u>\$ 2.93</u>
Total Wage & Fringes	\$53.89	\$53.89	\$56.82	\$59.75	\$62.68
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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9. POWER HOUSES (other than above) all equipment in same is manned by two (2) men only one (1) Local 14 and only one (1) Local 15 man receiving Apprentice Engineer-Oiler rate.

DOUBLE DRUM HOISTS: CONCRETE PUMPS:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/30/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$38.78	\$38.18			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.16</u>	<u>\$ 3.16</u>	<u>\$ 3.16</u>
Total Wage & Fringes	\$58.08	\$58.08	\$61.24	\$64.40	\$67.56
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

10. "B" RATE

PORTABLE COMPRESSORS (used for Steel Erection): COMPRESSORS (3 or more in battery): DRIVING OF TRUCK MOUNTED COMPRESSORS: WELLPOINT PUMPS: TUGGER MACHINES (compressed air caissons): SOIL SOLIDIFICATION EQUIPMENT: WELDING MACHINES (used for Steel Erection):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$26.73	\$26.13			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.50</u>	<u>\$ 2.50</u>	<u>\$ 2.50</u>
Total Wage & Fringes	\$46.03	\$46.03	\$48.53	\$51.03	\$53.53
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

11. ROLLERS (irrespective of motor power): CONCRETE MIXERS:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$38.59	\$37.99			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.15</u>	<u>\$ 3.15</u>	<u>\$ 3.15</u>
Total Wage & Fringes	\$57.89	\$57.89	\$61.04	\$64.19	\$67.34
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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12. CONCRETE BREAKING MACHINES: SINGLE DRUM HOISTS: LOCOMOTIVES (over 10 tons): CHERRY PICKER: (Non-Operator) driving or extracting steel piling and/or steel sheeting, and only while using pile hammer and/or extractor; while using as Mine Hoist at a working tunnel shaft when hoisting both men and materials; or if Cherrypicker (in excess of 70,000 lbs. GVW) doing any work:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$35.35	\$34.75			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.97</u>	<u>\$ 2.97</u>	<u>\$ 2.97</u>
Total Wage & Fringes	\$54.65	\$54.65	\$57.62	\$60.59	\$63.56
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

13. "B" RATE

RIVER COFFERDAM PUMPS: WELDING MACHINES (1 Operator, 1 through 5 machines; 2 Operators, 6 through 10 machines; except where ARC is operated by members of Local 15 then no Local 14 Operator): PORTABLE COMPRESSORS (1 through 2 in battery not over 100 ft. apart): HIGH PRESSURE BOILERS: PUSH BUTTON MACHINES: Machines used for the application of fire proof material on structural steel:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$24.76	\$24.16			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.40</u>	<u>\$ 2.40</u>	<u>\$ 2.40</u>
Total Wage & Fringes	\$44.06	\$44.06	\$46.46	\$48.86	\$51.26
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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ART. IX

14. STATIONARY ENGINEERS - Care, Operating and Maintenance of Conveyor Rollers and Plant Equipment in Asphalt Plants:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$32.55	\$31.95			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.82</u>	<u>\$ 2.82</u>	<u>\$ 2.82</u>
Total Wage & Fringes	\$51.85	\$51.85	\$54.67	\$57.49	\$60.31
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

15. VIBRATORY HAMMER CONSOLE OPERATOR: ON-SITE ASPHALT AND CONCRETE PLANT CONSOLE OPERATOR:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$35.64	\$35.04			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.99</u>	<u>\$ 2.99</u>	<u>\$ 2.99</u>
Total Wage & Fringes	\$54.94	\$54.94	\$57.93	\$60.92	\$63.91
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

16. ALL DRILLS used for deep wells, mini piles, soil solidification, drilled in caissons, and cut-off walls shall be manned by two (2) Operating Engineers, one (1) person under the jurisdiction of Local 14, and one (1) person under the jurisdiction of Local 15. See Article IX Section (y), Manning of Hydraulic Drills.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$40.08	\$39.48			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 3.23</u>	<u>\$ 3.23</u>	<u>\$ 3.23</u>
Total Wage & Fringes	\$59.38	\$59.38	\$62.61	\$65.84	\$69.07
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

(i) STEEL ERECTION:

When steel erection is an incidental part of a contract, the Operating Engineer will be paid the steel erection rate for only any day actually engaged in steel erection.

(ii) LONG BOOM WATER RIG RATE or LAND CRANE (mounted on a piece of floating equipment when working with Dockbuilders):

On any water rig or land crane mounted on a piece of floating equipment when working with Dockbuilders having a boom one hundred thirty (130) feet and over, the Operating Engineer shall receive fifty cents (\$ 0.50) per hour over the applicable crane wage rate.

(iii) LONG BOOM LAND CRANE RATES

(non-cumulative increases):

On any land crane the Operating Engineer shall receive the following non-cumulative increases over the applicable crane wage rate for utilizing the following boom lengths:

<u>Boom Length:</u>	<u>Hourly Wage Increase</u> <u>(non-cumulative)</u>
100 ft. - 149 ft. add	\$.50/hr. to applicable crane rates
150 ft. - 249 ft. "	\$.75/hr. " " "
250 ft. - 349 ft. "	\$1.00/hr. " " "
350 ft. - 450 ft. "	\$1.50/hr. " " "

(b) Local 15, 15A Operating Engineer

1. JUNIOR ENGINEERS when operating a Cherrypicker (20 tons and over) and Loaders (rubber-tired and/or tractor-type with a manufacturer's minimum rated bucket capacity of six (6) cubic yards and over):

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Effective Date	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$39.32	\$38.82			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 3.10</u>	<u>\$ 3.10</u>	<u>\$ 3.10</u>
Total Wage & Fringes	\$57.02	\$57.02	\$60.12	\$63.22	\$66.32
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

2. JUNIOR ENGINEERS when operating the following equipment and attachments - Scrapers: Turn-A-Pulls: Tugger Hoists (used exclusively for handling excavated materials): Tractors (rubber- tired and/or track type): Hysters and Roustabout Cranes, rubber tired Backhoes up to and including 37,000 lbs.: Cherrypickers (under 20 tons): Austin Western, Grove and machines of a similar nature: Bulldozers: Loaders (rubber-tired and/or tractor type with a manufacturer's minimum rated bucket capacity of less than six (6) cubic yards): Conveyors: Motor Graders: Curb and Gutter Pavers and machines of a similar nature, Locomotives (10 tons and under), Boat Captains (current custom and practice shall prevail): Mini-Max and similar equipment: Mechanical Sweepers: Skid Steer: Vac-All:

Effective Date	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$38.21	\$37.71			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 3.04</u>	<u>\$ 3.04</u>	<u>\$ 3.04</u>
Total Wage & Fringes	\$55.91	\$55.91	\$58.95	\$61.99	\$65.03
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

3a. MAINTENANCE ENGINEERS TOWER CRANE:

Effective Date	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$49.27	\$48.77			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 3.64</u>	<u>\$ 3.64</u>	<u>\$ 3.64</u>
Total Wage & Fringes	\$66.97	\$66.97	\$70.61	\$74.25	\$77.89
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

3b. MAINTENANCE ENGINEERS - Installing, Repairing, Maintaining, Dismantling (of all equipment, including: Steel Cutting and Bending Machines, Fusion Coupling Machines only which take the place of construction methods that are customarily performed by Local 15, Vermeer Trenching Machine; On-Site Crushing Plant; Mechanical Heaters (1 through 7), Mine Hoists, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Wellpoint Systems) - Driving Maintenance Trucks and truck-mounted Welding Machines, Burning, Welding--Operating of Accumulator for Shield-Driven Tunnels, in addition to the performance of other duties: Handling, Installation, Jointing, Coupling of all permanent steel and plastic pipe as customarily performed by Local 15. RIDE UPON MOLES -Tunnel Boring Machines- MICRO TUNNELING SYSTEMS All temporary pipefitting: such other work as by custom has been performed by the Maintenance Engineer. When three (3) or more motorized concrete buggies (ride type) are utilized on the job site they shall be serviced, maintained and repaired by the Maintenance Engineer. The Operating Engineer on Autogrades (C.M.I.) is to be assisted by the Maintenance Engineer who shall in addition perform other duties. Drills (see Article IX Section (y), Manning of Drills).

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$38.05	\$37.55			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 3.03</u>	<u>\$ 3.03</u>	<u>\$ 3.03</u>
Total Wage & Fringes	\$55.75	\$55.75	\$58.78	\$61.81	\$64.84
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

"B" RATE

3c. MAINTENANCE ENGINEERS Operating, Installing, Repairing, Maintaining, Dismantling (all pumps regardless of motor power except River Cofferdam Pumps and Wellpoint Pumps):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$26.48	\$25.98			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 2.40</u>	<u>\$ 2.40</u>	<u>\$ 2.40</u>
Total Wage & Fringes	\$44.18	\$44.18	\$46.58	\$48.98	\$51.38
H.C.I.F.	\$0 .35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

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4a. JUNIOR ENGINEERS when operating the following pieces of minor equipment: Tractors: Post Hole Diggers: Road Finishing Machines: Rollers (5 tons and under): Tugger Hoists: Dual Purpose Trucks: Fork Lifts: Dempsey Dumpsters: FIREMEN tending to: Steam Operated Shovels: Power Boilers: Steam Operated Pile Drivers: Steam Operated Derrick Boats: Steam Operated Water Rigs:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$36.37	\$35.87			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 2.94</u>	<u>\$ 2.94</u>	<u>\$ 2.94</u>
Total Wage & Fringes	\$54.07	\$54.07	\$57.01	\$59.95	\$62.89
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

"B" RATE

4b. JUNIOR ENGINEERS operating the following pieces of minor equipment: Motor Generators: Mixers (16S and under with or without loading devices):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$25.88	\$25.38			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 2.37</u>	<u>\$ 2.37</u>	<u>\$ 2.37</u>
Total Wage & Fringes	\$43.58	\$43.58	\$45.95	\$48.32	\$50.69
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

5a. APPRENTICE ENGINEERS & OILERS (All gasoline, electric, diesel or air operated) Gradalls: Concrete Pumps: Power Houses: All equipment in same is manned by two (2) men only, one (1) Local 14 and only one (1) Local 15 man, Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks. Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Giving signals when necessary: Chaining Buckets and Scale Boxes.

The Oiler is responsible for having equipment ready to operate at the commencement of the work shift and he shall be responsible for securing the machine at the conclusion of the work

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

ART. IX

shift. He shall perform greasing operations during Operator's lunch period, and should be capable of and permitted to operate equipment in an emergency.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$34.51	\$34.01			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 2.84</u>	<u>\$ 2.84</u>	<u>\$ 2.84</u>
Total Wage & Fringes	\$52.21	\$52.21	\$55.05	\$57.89	\$ 60.73
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

"B" RATE

5b. APPRENTICE ENGINEERS & OILERS (All gasoline, electric, diesel or air operated) Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunit Machines: Compressors (three (3) or more in Battery): Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Giving signals when necessary: Chaining Buckets and Scale Boxes. The Oiler is responsible for having equipment ready to operate at the commencement of the work shift and he shall be responsible for securing the machine at the conclusion of the work shift. He shall perform greasing operations during Operator's lunch period, and should be capable of and permitted to operate equipment in an emergency.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$24.56	\$24.06			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>	<u>\$ 2.30</u>	<u>\$ 2.30</u>	<u>\$ 2.30</u>
Total Wage & Fringes	\$42.26	\$42.26	\$44.56	\$46.86	\$49.16
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

c) Off-Shift Rates

The first 8 hours of Off-Shift work shall be paid at the rates set forth below.

Fringe benefits shall be paid at the double-time rate.

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Off-Shift work after 8 hours shall be paid at twice the rate listed in Article IX,

Sections 6, (a) and (b). Fringe benefits shall be paid at the double-time rate.

(i) Local 14-14B Off Shift Wages

1. TOWER CRANE: CLIMBING CRANE:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$82.31	\$81.35			

2. BACKHOES: (including all track backhoes and rubber tired backhoes over 37,000 lbs. POWER SHOVELS: STEEL ERECTION: RIDE UPON MOLES - TBM'S - MICRO TUNNELING SYSTEMS

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$67.73	\$66.77			

3. MINE HOISTS AND CRANE (Used as Mine Hoists):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Rate	\$69.90	\$68.94			

4. GRADALLS: KEYSTONES: CRANES on Land or Water (with digging buckets including SAND DOCK CRANES, BRIDGE CRANES, CLAMSHELLS, DRAGLINES): TRENCHING MACHINES including Vermeer and machines of a similar nature:

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<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Rate	\$68.22	\$67.26			

5. PILE DRIVERS & RIG (employing dock builder foreman): DERRICK BOATS: TUNNEL SHOVELS: MASTER MECHANICS: (on jobs bid after 7/1/90):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$66.87	\$65.91			

6. TUNNEL MUCKING MACHINES: BACK FILLING MACHINES: CRANES (including but not limited to those utilizing scale boxes and mucking buckets): PAVER DUAL DRUM:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$65.36	\$64.40			

7. PAVERS: CABLEWAYS: LAND DERRICKS: POWER HOUSES (which contain low air pressure units); all equipment in same is manned by two (2) men only one (1) Local 14 and only one (1) Local 15 man receiving Apprentice Engineer-Oiler rate. ASPHALT SPREADERS: AUTOGRADES (C.M.I.):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$63.43	\$62.47			

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8. ELEVATORS (Manually Operated as Personnel Hoist):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$55.34	\$54.38			

9. POWER HOUSES (other than above) all equipment in same is manned by two (2) men only one (1) Local 14 and only one (1) Local 15 man receiving Apprentice Engineer-Oiler rate.

DOUBLE DRUM HOISTS: CONCRETE PUMPS:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$62.04	\$61.08			

10. PORTABLE COMPRESSORS (used for Steel Erection): COMPRESSORS (3 or more in battery): DRIVING OF TRUCK MOUNTED COMPRESSORS: WELLPOINT PUMPS: TUGGER MACHINES (compressed air caissons): SOIL SOLIDIFICATION EQUIPMENT: WELDING MACHINES (used for Steel Erection):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$42.77	\$41.81			

11. ROLLERS (irrespective of motor power): CONCRETE MIXERS:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$61.74	\$60.78			

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12. CONCRETE BREAKING MACHINES: SINGLE DRUM HOISTS: LOCOMOTIVES (over 10 tons); CHERRYPICKER: (Non-Operator) driving or extracting steel piling and/or steel sheeting, and only while using pile hammer and/or extractor; while using as Mine Hoist at a working tunnel shaft when hoisting both men and materials; or if Cherrypickers (in excess of 70,000 lbs. GVW) doing any work:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$56.56	\$55.60			

13. RIVER COFFERDAM PUMPS: WELDING MACHINES (1 Operator, 1 through 5 machines; 2 Operators, 6 through 10 machines; except where ARC is operated by members of Local 15 then no Local 14 Operator); PORTABLE COMPRESSORS (1 through 2 in battery not over 100 ft. apart); HIGH PRESSURE BOILERS: PUSH BUTTON MACHINES: Machines used for the application of fire proof material on structural steel:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$39.61	\$38.65			

14. STATIONARY ENGINEERS - Care, Operating and Maintenance of Conveyor Rollers and Plant Equipment in Asphalt Plants:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$52.08	\$51.12			

15. VIBRATORY HAMMER CONSOLE OPERATOR: ON-SITE ASPHALT AND CONCRETE PLANT CONSOLE OPERATOR:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$57.02	\$56.06			

16. ALL DRILLS used for deep wells, mini piles, soil solidification, drilled in caissons, and cut-off walls shall be manned by two (2) Operating Engineers, one (1) person under the jurisdiction of Local 14, and one (1) person under the jurisdiction of Local 15. See Article IX Section (y), Manning of Hydraulic Drills.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Rate	\$64.13	\$63.17			

(ii) Local 15 Off Shift Wages

1. JUNIOR ENGINEERS when operating a Cherrypicker (20 tons and over) and Loaders (rubber-tired and/or tractor-type with a manufacturer's minimum rated bucket capacity of six (6) cubic yards and over):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$62.91	\$62.11			

2. JUNIOR ENGINEERS when operating the following equipment and attachments - Scrapers: Turn-A-Pulls: Tugger Hoists (used exclusively for handling excavated materials): Tractors (rubber-tired and/or track type): Hysters and Roustabout Cranes: rubber tired Backhoes up to and including 37,000 lbs.: Cherrypickers (under 20 tons): Austin Western, Grove and machines of a similar nature: Bulldozers: Loaders (rubber-tired and/or tractor type with a manufacturer's minimum rated bucket capacity of less than six (6) cubic yards): Conveyors: Motor Graders:

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Curb and Gutter Pavers and machines of a similar nature, Locomotives (10 tons and under), Boat Captains (current custom and practice shall prevail): Mini-Max and similar equipment:

Mechanical Sweepers: Vac-Alls, Skid Steers:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$61.14	\$60.34			

3a. MAINTENANCE ENGINEERS TOWER CRANE:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$78.83	\$78.03			

3b. MAINTENANCE ENGINEERS - Installing, Repairing, Maintaining, Dismantling (of all equipment, including: Steel Cutting and Bending Machines, Fusion Coupling Machines only which take the place of construction methods that are customarily performed by Local 15, Vermeer Trenching Machine; On-Site Crushing Plant; Mechanical Heaters (1 through 7), Mine Hoists, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Wellpoint Systems) -- Driving Maintenance Trucks and truck-mounted Welding Machines, Burning, Welding-Operating of Accumulator for Shield-Driven Tunnels, in addition to the performance of other duties: Handling, Installation, Jointing, Coupling of all permanent steel and plastic pipe as customarily performed by Local 15. RIDE UPON MOLES -Tunnel Boring Machines -MICRO TUNNELING SYSTEMS. All temporary pipe fitting: such other work as by custom has been performed by the Maintenance Engineer. When three (3) or more motorized concrete buggies (ride type) are utilized on the job site they shall be serviced, maintained and repaired by the Maintenance Engineer. The Operating Engineer on Autogrades (C.M.I.) is to be assisted by the Maintenance Engineer who shall in addition perform other duties. Drills (see Article IX Section (y), Manning of Drills).

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	8/1/02 thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$60.88	\$60.08			

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3c. **MAINTENANCE ENGINEERS Operating, Installing, Repairing, Maintaining, Dismantling**
(all pumps regardless of motor power except River Cofferdam Pumps and Wellpoint Pumps):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$42.37	\$41.57			

4a. **JUNIOR ENGINEERS** when operating the following pieces of minor equipment: Tractors: Post Hole Diggers: Road Finishing Machines: Rollers (5 tons and under): Tugger Hoists: Dual Purpose Trucks: Fork Lifts: Dempsey Dumpsters: FIREMEN tending to: Steam Operated Shovels: Power Boilers: Steam Operated Pile Drivers: Steam Operated Derrick Boats: Steam Operated Water Rigs:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$58.19	\$57.39			

4b. **JUNIOR ENGINEERS** operating the following pieces of minor equipment: Motor Generators: Mixers (16S and under with or without loading devices):

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$41.41	\$40.61			

5a. **APPRENTICE ENGINEERS & OILERS** (All gasoline, electric, diesel or air operated) Gradalls: Concrete Pumps: Power Houses: All equipment in same is manned by two (2) men only, one (1) Local 14 and only one (1) Local 15 man, Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks. Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Giving signals when necessary: Chaining Buckets and Scale Boxes.

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The Oiler is responsible for having equipment ready to operate at the commencement of the work shift and he shall be responsible for securing the machine at the conclusion of the work shift. He shall perform greasing operations during Operator's lunch period, and should be capable of and permitted to operate equipment in an emergency.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$55.22	\$54.42			

5b. APPRENTICE ENGINEERS & OILERS (All gasoline, electric, diesel or air operated) Shovels: Cranes: Draglines: Backhoes: Keystones: ~~Pavers~~: Trenching Machines: Gunitc Machines: Compressors (three (3) or more in Battery): Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Giving signals when necessary: Chaining Buckets and Scale Boxes:

The Oiler is responsible for having equipment ready to operate at the commencement of the work shift and he shall be responsible for securing the machine at the conclusion of the work shift. He shall perform greasing operations during Operator's lunch period, and should be capable of and permitted to operate equipment in an emergency.

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Offshift Hourly Wage	\$39.30	\$38.50			

d. BACKHOES

All rubber tire backhoes shall be operated by one Operating Engineer.

All rubber tire backhoes up to and including 37,000 lbs. shall be operated by Local 15.

All rubber tire backhoes over 37,000 lbs. shall be operated by Local 14-14B.

All track backhoes shall be operated by Local 14-14B.

All track backhoes up to and including 44,000 lbs. shall be operated by one person - a Local 14-14B operator.

All track backhoes over 44,000 lbs. shall be operated with one (1) Local 14-14B operator and one (1) Local 15 oiler.

Exclusions:

1. 320L Caterpillar track machine shall be operated by one (1) person - a Local 14-14B Operator.
2. Allied 520, Brock 250 and only existing mini max to be operated by Local 15-15A.

Any machine that falls under this clause and was manned as of June 30, 1993, will continue to be manned in the same manner as long as the machine remains on the job, or if machine is removed from the job for any reason and then returned to the same job.

Section 7 - Master Mechanic/Shop Steward - Working Foreman Maintenance Engineer/

Mechanic/Shop Steward

A - Master Mechanic/Shop Steward

(a) Master Mechanic/Shop Steward Manning for Projects bid prior to July 1, 1990

When five (5) or more Operating Engineers who are under the jurisdiction of Local No. 14-14B as set forth in Article IX, Section 6 Subdivision (a) of this Agreement are employed (on any one (1) shift, under one (1) contract of the Employer), then there shall be one (1) Master Mechanic/Shop Steward employed on the first shift for that contract during the period of employment of said five (5) or more Operating Engineers. Said Master Mechanic/Shop Steward shall have supervision of all Employees covered by this Agreement working for the Employer and all of its subcontractors, and no other Master

Mechanic/Shop Steward is required under this Agreement. If a total of five (5) or more Operating Engineers, who are under the jurisdiction of Local No. 14 as set forth in Article IX, Section 6 Subdivision (a) of this Agreement are employed by a Contractor, or any combination of Contractors on the same job, a Master Mechanic/Shop Steward must be employed by the Owner, Builder, Owner-Builder, or any of its representatives. The Employer covered by this Agreement herein agrees not to proceed with any of its work, which is under the jurisdiction of Local No. 14, until said Owner, Builder, Owner-Builder or any of its representatives employs and assumes the compensation for said Master Mechanic/Shop Steward. The word "job" as used herein means a site and/or portion thereof upon which a planned improvement will be constructed.

The Master Mechanic/Shop Steward shall be designated by Local No. 14 subject to the approval of the Employer at a pre-job conference, and under the direction of the Employer said Master Mechanic/Shop Steward will be responsible for the performance of the duties of all Employees covered by this Agreement.

The Master Mechanic/Shop Steward shall operate equipment in emergencies only, and then only until such time as the services of another Employee covered by this Agreement are obtained.

The Master Mechanic/Shop Steward shall comply with the provisions of Article III, Section 1 by becoming a member of Local No. 14.

A Master Mechanic/Shop Steward shall have access to office and phone accommodations, if they exist on the job.

(b) Master Mechanic/Shop Steward Pay

The wages of the Master Mechanic/Shop Steward shall be computed as follows:

- 1) Rate of Pay - equals the highest hourly rate paid to any Engineer under the jurisdiction of Local Union No. 14-14B on the job for that payroll week.
- 2) Hours of Pay - maximum daily hours of any one Engineer under the jurisdiction of the I.U.O.E., Locals No. 14-14B and Locals No. 15-15A on the job each day.
- 3) Lump Sum Payment - of sixty-five dollars (\$65.00) per payroll week.

In computing (1) and (2) herein, Employees manning power-house, refrigeration, soil solidification, wellpoint, cofferdam, continuous pumping installations, and other similar type operations are excluded from said computation. The Master Mechanic/Shop Steward shall be paid on a weekly basis, except for the start and finish of his employment.

Each contractor signatory to this and any other agreement having a Master Mechanic clause agrees to pay to the Employer of the Master Mechanic/Shop Steward and all of the Working Foreman Maintenance Engineers/ Mechanics/ Shop Stewards their proportionate share of the costs of said Master Mechanic/Shop Steward and Working Foreman Maintenance Engineers/Mechanics/Shop Stewards within two weeks of the occurrence of the Master Mechanic/Shop Steward and all the Working Foreman Maintenance Engineers/Mechanics/Shop Stewards employed pursuant to this clause, when such costs are not assumed by the Owner, Builder, Owner-Builder, or its representative. The proportionate share shall be calculated in accordance with the relative contribution of hours paid to members of Local

No. 14-14B and Local No. 15-15A covered by this clause.

The Union must refuse labor or withdraw labor from any contractor failing to comply with the terms of this provision.

The Union agrees to include similar language in all other agreements.

B. MASTER MECHANIC/SHOP STEWARD FOR PROJECTS BID AFTER JULY 1, 1990:

(a) Master Mechanic/Shop Steward Manning

The Master Mechanic/Shop Steward will be hired when a count of five (5) or more members of Local No. 14-14B and/or Local No. 15-15A operating machinery under the jurisdiction of Local No. 14-14B and/or Local No. 15-15A are employed subject to the exclusions listed below on a job of \$25,000,000 or more, bid price for two (2) days in a calendar week. Said \$25,000,000 shall not be reduced for six (6) years, however, an increase can be negotiated in three (3) years.

On heavy construction projects, each contractor's bid shall stand alone with his subcontractors re: the criteria for the employment of the Master Mechanic/Shop Steward for the General Contractors Agreement as outlined above.

On a building site where the cost of the total project is \$25,000,000 or more the Master Mechanic/Shop Steward shall be employed if the other criteria for the Master Mechanic/Shop Steward are met under the General Contractors Agreement, subject to the exclusions noted below.

If a City, State, Federal or Public Agency lets a separate contract on a site for heavy construction work, that shall stand alone re: criteria for the employment

of the Master Mechanic/Shop Steward per the General Contractors Agreement.

The following exclusions apply to the count of the five (5) pieces of machinery:

Oilers

Trainees and Apprentices

Members of Local No. 15D

All Crewed Machines count as one (1) Man

Welding Machines

3 (b) Maintenance Engineers

Pumps 3" and smaller

Well Points and Pump Systems count as one (1) Man

Generators

Grout Pumps

When a heavy construction project is \$25,000,000 or more, bid price, and five (5) or more Operating Engineers who are under the jurisdiction of Local No. 14-14B and/or Local No. 15-15A, as set forth in Article IX, Section 6 of this Agreement (except for exclusions already noted in this Section), are employed operating equipment for two (2) days in the calendar week on any one (1) shift, under one contract of the Employer, then there shall be one (1) Master Mechanic/Shop Steward employed on the first shift for that contract during the period of employment of said five (5) or more Operating Engineers. Said Master Mechanic/Shop Steward shall have supervision over all Employees

covered by this Agreement working for the Employer or any of its subcontractors, and no other Master Mechanic/Shop Steward is required under this Agreement. The Master Mechanic/Shop Steward shall be mutually agreed upon at a pre-job conference and under the direction of the Employer, said Master Mechanic/Shop Steward will be responsible for the performance of the duties of all Employees covered by this Agreement. The Master Mechanic/Shop Steward shall cover a Local No. 14-14B "B" rated piece of equipment when available. If said equipment is not at the job site where the Master Mechanic/Shop Steward is employed, he shall cover a similar piece of equipment at another job site. The Master Mechanic/Shop Steward shall be the designated Shop Steward. The Master Mechanic/Shop Steward shall not be included in the count towards that job, except when manning equipment.

The Master Mechanic/Shop Steward shall operate equipment in an emergency only, except as otherwise designated in this Agreement, and then only until such time as the services of another Employee covered by this Agreement are obtained. The Master Mechanic/Shop Steward shall comply with the provisions of Article III - Section 1 by becoming a member of Local No. 14. The Master Mechanic/Shop Steward shall have access to office and phone accommodations if they exist on the job.

(b) Master Mechanic/Shop Steward Pay for Projects bid after July 1, 1990:

The wages of the Master Mechanic/Shop Steward shall be computed as follows:

- 1) Rate of Pay - shall be the hourly rate of pay of the Local No. 14 Operating Engineer - Pile Driver Rate (Article IX Section 6 Subdivision (5) Wages (a) Local No. 14 Operating Engineer for Pile Driver).
- 2) Hours of Pay - maximum daily hours of any one Engineer under the jurisdiction of I.U.O.E., Locals No. 14-14B and Locals No. 15-15A on the job each day.
- 3) Lump Sum Payment - of sixty-five dollars (\$65.00) per payroll week.

In computing hours herein, Employees manning power-house, refrigeration, soil solidification, wellpoint, cofferdam, continuous pumping installations, and other similar type operations are excluded from said computation. The Master Mechanic/Shop Steward shall be paid on a weekly basis, except for the start and finish of his employment.

C. Working Foreman Maintenance Engineer/Mechanic/Shop Steward

(a) Working Foreman Maintenance Engineer/Mechanic/Shop Steward Manning

On the first shift where a Master Mechanic/Shop Steward is employed, a Working Foreman Maintenance Engineer/Mechanic/ Shop Steward shall also be employed. If two (2) or more shifts are utilized and a Master Mechanic/Shop Steward is employed on the first shift, then the Employer shall employ a Working Foreman Maintenance Engineer/Mechanic/Shop Steward for each of the second and third shifts.

The Working Foreman Maintenance Engineer/Mechanic/Shop Steward shall be responsible for the performance of the duties of Employees under the jurisdiction of Local No. 15.

A Working Foreman Maintenance Engineer/Mechanic/Shop Steward shall have access to office and phone accommodations, if they exist on the job.

(b) Working Foreman Maintenance Engineer/Mechanic/Shop Steward Pay

The wages of the Working Foreman Maintenance Engineer/ Mechanic/ Shop Steward shall be equal to the highest gross daily wage of any Employee covered under this Agreement under the jurisdiction of Local No. 15 including Maintenance Engineers, exclusive of Employees manning powerhouse, refrigeration, soil solidification, wellpoint, cofferdam, continuous pumping installations, and other similar type operations and/or installations on a seven (7) day basis, plus a lump sum of sixty-five dollars (\$65.00) per payroll week. The Working Foreman Maintenance Engineer/Mechanic/Shop Steward shall be paid on a weekly basis, except at the start and finish of his employment. Contributions for the Working Foreman Maintenance Engineer/ Mechanic/Shop Steward to the Pension Fund shall be the same as the hours for which he receives wages exclusive of premium hours. Contributions to the Welfare, Vacation, Apprentice and Training Fund, Annuity and Political Action Committee for the Working Foreman Maintenance Engineer/Mechanic/Shop Steward shall be the same as those paid for the Employee who has received the highest gross wage for the day and upon

which the wages of the Working Foreman Maintenance Engineer/
Mechanic/Shop Steward were computed.

Section 8 - Conditions

(a) Varying Shift Commencement

It is agreed that, because job logistics, statutes, laws, ordinances, regulations and contractual requirements of various Federal, State, City and public authorities, governing the performance of work covered by this Agreement, require the varying of shift commencement; shift hours shall be varied to begin between 7:00 A.M. and 9:00 A.M. for all the work crew to conform with said job logistics, statutes, laws, ordinances, regulations and contractual requirements. Such shift work will be paid for at the single time rate for eight hours, overtime at double time in conformity with the terms of this Agreement. It is also agreed that on tide work, a shift period may be between 7:00 A.M. and 6:00 P.M. paid for at the single time rate for eight hours, overtime at double-time. Furthermore, if the Employer receives prior permission of the Union, the Employer may commence a shift involving tide work at 6:00 A.M. paid for at the single time rate for eight hours, overtime at double time. Any other non-standard single shift shall be paid for at one hundred and sixty percent (160%) of the single time rate for eight hours, overtime at double time, i.e. two hundred percent (200%) of the single time rate. Where there are two or more shifts, work will be paid for at the single time rate for eight hours, overtime at double time.

(b) Work Continuity

Whenever an Employee is employed intermittently to operate a machine, he shall do such other work during the period when his machine cannot

be operated as may be determined by the Master Mechanic/Shop Steward for Employees under the jurisdiction of Local No. 14-14B and by the Working Foreman Maintenance Engineer/Mechanic/Shop Steward for Employees under the jurisdiction of Local No. 15 where employed.

(c) Shifting of Employees on Equipment

During a work shift, an Employer may move the crew or an individual operator from Machine A to Machine B, and then back to Machine A, when there is an emergency on the project or a breakdown on Machine A, with no additional pay to the crew, or individual operator. During a work shift, an Employer may move the crew or an individual operator from Machine A to Machine B, when job conditions or logistics enable such a move, with no additional pay to the crew, or individual operator. During a work shift, should an Employer move the crew or individual operator from Machine A to Machine B, and then back to Machine A for reasons other than those specified in this Section 8 Subdivision (c), the crew or the individual operator shall receive two (2) hours additional pay. During the work shift, should an Employer make an additional move, the crew or individual operator shall receive eight (8) hours' additional pay.

(d) Pumping

Continuous pumping regardless of motor power and size is the work of the Maintenance Engineers under the jurisdiction of Local No. 15. Wellpoint and river cofferdam pumps are the work of the Operating Engineer under the jurisdiction of Local No. 14-14B as set forth in Article IX, Section 6, Subdivision (a) of this Agreement. Continuous pumping when using one (1)

air pump shall be performed by the Operating Engineer under the jurisdiction of Local No. 14-14B, manning the compressor. If two (2) or more air pumps are employed, a Maintenance Engineer under the jurisdiction of Local No. 15 will man said pumps in addition to performing other duties as required.

Around-the-clock pumping may be in four (4), six (6) hour shifts. Where pumps regardless of size or motor power are used intermittently to pump any water accumulation, Pier Hole and on Tidal Work then a Maintenance Engineer under the jurisdiction of Local No. 15-15A shall be employed to operate up to and including six (6) pumps.

(e) Wellpoint - Eductor - Ejector Dewatering Systems

Maintenance Foreman and crew of four (4) Maintenance Engineers shall install a Wellpoint-Eductor-Ejector System, except on jobs with forty (40) points or less where a crew of one (1) Foreman and two (2) Maintenance Engineers shall be employed. Manning for ten (10) Wellpoints or less added after initial system is installed shall be determined by the Employer, but in any event, only with Local No. 15-15A Employees.

After a Wellpoint Dewatering System is installed and while operating, a Maintenance Engineer shall be employed on the first eight (8) hour (day) shift on Monday through Friday inclusively. No Maintenance Engineer shall be employed on said Wellpoint Dewatering System on any second or third shift.

After a Wellpoint Dewatering System is installed and while operating, if in addition to the Wellpoint Dewatering System pumps, other gasoline, diesel or electric powered pumps are installed and operated to supply water to a recharge system, one (1) Maintenance Engineer shall be employed on each shift while said other pumps are operating.

After an Eductor or Ejector Dewatering System is installed and while operating, if in addition to the Eductor or Ejector Dewatering System pumps, other gasoline, diesel or electric powered pumps are installed and operated, one (1) Maintenance Engineer shall be employed on each shift, while said other pumps are operating.

The installation, maintenance, operation and dismantling (including header and discharge pipe) of Deep-Well Pumps is the jurisdiction of Local No. 15. When a system is shut down on a holiday occurring Monday through Friday, the Maintenance Man receives only one (1) day's "Holiday Pay" and doesn't work. When the system is working on a holiday occurring Monday through Friday, the Maintenance Man receives a day's pay for working and one (1) day's "Holiday Pay".

(f) Powerhouses

A powerhouse is an enclosed structure containing at least two (2) power sources, such as air, electric, hydraulic, and such sources are used or intended to be used on the normal operation of the project excluding as a source of power standby or emergency equipment. The manning provisions for powerhouses, however, remain as set forth in this Agreement when such standby or emergency equipment is operated within the powerhouse.

(g) Welding Machines

Welding Machines other than Steel Erection

An Employee will not be employed on the Welding Machine when the welding arcs are operated by Employees who comply with the provisions of Section 1 of Article III by becoming members of Local No. 15. When the welding arc is not operated by an Employee under the jurisdiction of Local

No. 15, a Local No. 14-14B Engineer will be employed on the first Welding Machine through five (5) inclusive and two (2) Local No. 14-14B Engineers will man six (6) through ten (10) inclusive, such Welding Machines on the same job site.

(h) Water Rigs (Steam and Grease Time)

Operating Engineers and Firemen employed on water rigs when performing work at job sites shall report for work one (1) hour before the regular starting time to raise steam, grease machines and perform all other duties, for which they shall be paid at the rate of double time for said one (1) hour. This provision is applicable to shift work.

(i) MARINE CONSTRUCTION:

Actual investigation has established that during the past years, many millions of dollars of Marine Construction work under the Union's jurisdiction has been lost to non-unionism, resulting in lost wages and benefits to the union membership.

Continued investigation indicates that this trend is expanding.

The Union in its continuing fight against non-unionism in any and every manner, seeks to protect its membership, its jurisdiction, expand work opportunities and assure job safety for its members.

The Employer and Union endeavoring to maintain current and future wage and fringe benefits, work opportunities, the jurisdiction of the Union and job safety agree that it is necessary to be more competitive in Marine Construction work. Therefore, effective July 14, 1993, Marine Construction work shall be performed under the following conditions:

WATER RIGS

1) For a contract of the Employer of \$2,000,000 or less:

a) When steam powered equipment is working on a barge, each of the two (one Local No. 14 and one Local No. 15) Engineers shall work eight (8) hours at straight time, and one (1) hour at double time, they shall raise steam, grease and cover all equipment (including but not limited to compressors) on the barge. The two Engineers shall receive a premium of one hour's pay in addition to their other payments for handling all such additional equipment.

b) When a non-steam crane whirley or derrick equipment is working on a barge, each of the two (one Local No. 14 and one Local No. 15) Engineers shall work eight (8) hours at straight time.

If air compressors are added to the hoisting device or placed on the deck for safety or any other purpose, the two (one Local No. 14 and one Local No. 15) Engineers shall cover the compressors as well, and each shall receive nine (9) hours straight time pay for eight (8) hours work.

If besides the air compressors, other equipment is added to the barge, the two (one Local No. 14 and one Local No. 15) Engineers shall cover all equipment (including but not limited to the compressors on the barge), and each shall receive ten (10) hours straight time pay for eight (8) hour's work.

2) Operating Engineers and Firemen employed on water rigs when performing work at jobsites shall report for work one (1) hour before the regular starting time to raise steam, grease machines and perform all other duties, for which they shall be paid at the rate of double time for said one (1) hour. This provision is applicable to shift work.

(j) Tugger Hoists

Where the Tugger Hoist is used for pulling cars, or handling of miscellaneous materials in tunnels, subways, etc., a Junior Engineer only under the jurisdiction of Locals No. 15-15A will be employed.

(k) Land Pile Driving Rig (Auxiliary Equipment)

If one (1) compressor is mounted on a land pile driving rig along with other auxiliary equipment, for example, a jet pipe, an auger, a generator for the furnishing of power to light the work of the land pile driving rig, then the Crane Engineer and Oiler will report one (1) hour before starting time and receive only one (1) hour additional pay, at the rate of double time for said one (1) hour.

When two (2) or more compressors are mounted in tandem on a land pile driving rig, the Crane Engineer and Oiler will report one (1) hour before starting time and receive two (2) hours additional pay at the rate of double time for said one (1) hour. These provisions are applicable to shift work.

(l) Land Pile Driving Rig (Vibratory Hammer)

If the generator and console for a vibratory hammer are mounted upon a land pile-driving rig, the controls of said hammer shall be operated by the Crane Engineer, and the Crane Engineer and the Oiler will report one (1) hour before starting time and receive only one (1) hour of additional pay at the rate of double time for said one (1) hour. This provision is applicable to shift work. If the generator for the vibratory hammer, the console and control unit are placed upon the ground or on a trailer in the vicinity of the land pile driving rig, the generator shall be manned by a Maintenance Engineer under the jurisdiction of Local No. 15 and the control unit shall be operated by an

Engineer under the jurisdiction of Local No. 14. The Crane Engineer and Oiler of said land pile driving rig shall receive no additional pay.

(m) Operation of Dust Collectors

Where an operation of Dust Collectors entails work beyond the capabilities of the Engineer operating the compressors, an Apprentice Engineer will be assigned to assist the Engineer.

(n) Maintenance and Repair Work - Overtime Repair Work at a Work Site

The Employee(s) covered by this Agreement must be capable of performing and participate in the performance of said repairs. If the Employee(s) cannot perform the repairs, then, they will not remain on the job site and will not be paid for the overtime.

All maintenance and repair work at a work site of any kind and description, exclusive of said work being performed by other trades, shall be performed by Employees covered under this Agreement and/or Employees covered under the Agreement between Local No. 15C, International Union of Operating Engineers, and Members of the G.C.A. On jobs where a Master Mechanic/Shop Steward and/or a Working Foreman Maintenance Engineer/Mechanic/Shop Steward is not employed, repair work during the work shift shall be performed by the crew on their own machines, or by Maintenance Engineers. On jobs where a Master Mechanic/Shop Steward and/or a Working Foreman Maintenance Engineer/Mechanic/Shop Steward is employed, repair work during the work shift shall be performed by the crew under the general supervision of the Master Mechanic/Shop Steward and/or Working Foreman Maintenance Engineer/Mechanic/Shop Steward, and with such assistance of Maintenance Engineers as the Master Mechanic/Shop

Steward and/or Working Foreman Maintenance Engineer/Mechanic/Shop Steward deems necessary.

If a piece of equipment breaks down and is repaired on the jobsite on overtime, the crew or individual operator of said piece of equipment shall work on the repair during the overtime period, exclusive of welding, motor and compressor work.

(o) Saturday Employment - Maintenance Engineer

When three (3) or more Operating Engineers who are under the jurisdiction of Local No. 14-14B, exclusive of Operating Engineers manning powerhouses, refrigeration, soil solidification, wellpoint, cofferdam, and continuous pumping installations and other similar type installations are employed on any one (1) shift under one (1) contract of the Employer on a Saturday, either the Working Foreman Maintenance Engineer/Mechanic/Shop Steward or Maintenance Engineer shall be assigned to work on said Saturday provided at least one (1) Maintenance Engineer has worked on the project for a minimum of forty (40) hours prior to the said Saturday except at the commencement of a project. The wages of the Working Foreman Maintenance Engineer/Mechanic/Shop Steward shall not in any manner be increased, adjusted or added to, if the Maintenance Engineer rather than the Working Foreman Maintenance Engineer/Mechanic/Shop Steward works on said Saturday.

(p) Concrete Pumps

Concrete pumps are to be manned by Employees covered by this Agreement under the jurisdiction of Local No. 14-14B and Local No. 15-15A.

The Local No. 14-14B Operator on a Truck-Mounted Concrete Pump will be paid for the time required for the pump to be delivered to the jobsite.

(q) Compressor Manning

Exclusive of powerhouses, when compressors in battery are piped together and/or into a common receiver, they are to be manned as follows:

1 or 2 Compressors	1 Local No. 14-14B Operating Engineer.
3 through 6 Compressors (Maximum 7500 cu. ft capacity such as 5 - 1500 cu. ft. capacity and/or 6 - 1200 cu. ft. capacity)	1 Local No. 14-14B Operating Engineer & 1 Local No. 15-15A Oiler
7 Compressors	2 Local No. 14-14B Operating Engineers & 1 Local No. 15-15A Oiler
8 through 12 Compressors	2 Local No. 14-14B Operating Engineers. & 2 Local No. 15-15A Oilers
Over 12 Compressors	Repeat the above in the same manner

(r) Compressor, Welding and Maintenance Trucks

When a truck mounted compressor, truck mounted welding machine or maintenance truck is employed, said truck shall be driven by an Employee covered under this Agreement in addition to the performance of his other duties.

(s) Physical Examination

No Employee covered by this Agreement shall be subject to a physical examination in order to be employed.

(t) Single-Manned Machines under Jurisdiction of Local No. 14-14B

All single-manned machine operators are responsible to have equipment ready to operate at the commencement of the work shift, and they shall be responsible to secure their machines at the conclusion of the work shift.

Further, they shall be responsible to maintain their equipment in proper order.

(u) Job Site Plants

Concrete Plants and Asphalt Plants on job site, are to be manned by Employees covered by the Agreement under the jurisdiction of Locals No. 14-14B and 15-15A viz. 2 men, an Engineer and a Maintenance Man, which Maintenance Man shall perform all maintenance and repairs on said plant.

The Local No. 14-14B Engineer and the Local No. 15 Maintenance Man who are to operate the plant shall be employed at the time the console is installed. The Local No. 14-14B Engineer will be employed prior to the console being installed if machinery that is part of the plant is tested or run, but limited to one week prior to console installation.

A Local No. 15 Maintenance Man shall install, maintain, repair and dismantle the plant inclusive of hoppers, bins, conveyor or control house and all other appendages and if additional men are required, they shall work under the jurisdiction of Local No. 15.

Standard package plants will be manned by the two Employees, the Local No. 14-14B Engineer and the Local No. 15 Maintenance Man.

(v) Insurance

The Employer by virtue of signing this Agreement agrees to obtain "Broad Form Comprehensive General Liability Endorsement - Additional Persons Insured" for Employees under this Agreement. This coverage is provided only during the term of this Agreement. Each Employer shall furnish a written confirmation of this coverage to the Union.

(w) Change House

The Employer shall make available on the job site a change house suitable and adequate to change clothes and keep tools, if supplied to other trades.

(x) Cherry picker Over 70,000 lbs. GVW

The cherry picker under this Agreement in all instances and under all loading capacities is to be operated by a man under the jurisdiction of Local No. 15. On cherry pickers over 70,000 lbs. GVW, a man under the jurisdiction of Local No. 14 shall also be assigned to said cherry picker.

A man under the jurisdiction of Local No. 14 shall also be assigned to any size cherry picker only when:

- 1) It is used for driving or extracting steel piling and/or steel sheeting, and only while using the pile hammer and/or extractor.
- 2) It is used as a Mine Hoist; a Mine Hoist being defined as a hoist operating at a working tunnel shaft where said hoist is hoisting both men and materials.

Only all existing 35-ton Cherry pickers as listed, approved and agreed to by Local 14-14B and Local 15-15A and the GCA, shall be grandfathered into this Agreement.

(y) Manning of Hydraulic Drills

1. Manning

- (a) Air Tracks shall require no manning by Operating Engineers.
- (b) On hydraulic drills for tiebacks only, the first drill shall be manned by one (1) Local 15 Operating Engineer; second drill shall be manned by one (1) Local 14 Operating Engineer. Additional drills shall be manned alternately. For example, third drill, Local 15, fourth drill, Local 14, etc., and each shall receive the Local 15 3(b) Maintenance Man rate.
- (c) These men also shall cover all ancillary equipment and compressors used in that operation.
- (d) If a drill attachment is used on Engineers equipment, a Local 14 and a Local 15 Operator shall be employed, with the exception of skid steers and dowel drilling equipment. The equipment operator shall receive the appropriate rate for the equipment; the second man shall receive the Local 15 3(b) Maintenance Man rate.
- (e) On Drills used for tiebacks, the first Engineer counts towards the Master Mechanic and every fourth Engineer thereafter counts towards the Master Mechanic.

All Drills used for deep wells, mini piles, soil solidification, drilled in caissons, and cut-off walls shall be manned by two (2) Operating Engineers, one (1) person under the jurisdiction of Local 14, and one person under the jurisdiction of Local 15. The person under the

jurisdiction of Local 14 shall receive the Driller's rate; the person under the jurisdiction of Local 15 shall receive the Maintenance Man rate 3(b) rate.

z. Repair of Hydraulic Diesel Drills

The repair and maintenance of hydraulic diesel drills, such as Gardner-Denver, Leroi, Ingersoll-Rand, or Joy Drills on cats when used to drill rock is the jurisdiction of Local No. 15.

If there is no category 3b Maintenance Man on the project when hydraulic drills are used, a Maintenance Engineer under category 3b shall be employed to cover the project, (exclusive of welders, pumpmen and crewed machines). A Local No. 15 Maintenance Engineer shall be assigned to and cover from one (1) to four (4) hydraulic drills beginning with the first drill.

(aa) New or Modified Equipment

If new machinery or modified equipment is to be utilized on a project, Local No. 14 or Local No. 15 is to be advised on the proposed use of said machinery and equipment by the Employer, and the Employer will discuss the manning of same with Local No. 14 or Local No. 15 before he designates and assigns the Employees to operate that piece of equipment. Local No. 14 or Local No. 15 will notify the G.C.A. if it becomes aware of new or modified machinery and will discuss the manning of same with the G.C.A.

It is expressly agreed and recognized that the Employer has the sole right to designate and assign Employees to operate said equipment, provided the equipment is not covered by this Collective Bargaining Agreement.

(bb) Intoxicating Beverages

The consumption of intoxicating beverages or use of drugs on a job site is prohibited. Violation of this rule, after due warning, is sufficient reason for dismissal.

(cc) Hazardous/Toxic Waste/Asbestos Removal

On hazardous/toxic waste and asbestos removal work, on a State or Federally designated hazardous/toxic waste site, or where the Operating Engineer is in contact with hazardous/toxic material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional fifty cents (\$0.50) per hour of the wage schedule, during the months of July and August. Fringe Benefits will be paid on the contractual hourly rate.

(dd) Drug Testing

The Employer and Union agree that when required by a contract of any City, State, Federal and/or quasi-public agency or public utility to test the Employees covered by this Agreement for drugs and/or alcohol abuse, they shall comply.

(ee) Employee Assistance Program

Labor and Management agree that they will form an Employee Assistance Program. If this program is found to be illegal, then another program shall be developed to conform to all laws and regulations. Program to be in place no later than January 1, 1991.

- (1) Where an Employer has reasonable cause to believe that an Employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser, with pay not to

exceed three (3) days, and require that the Employee meet with the Union's Employee Assistance Program Director.

(2) The Union's Employee Assistance Program Director will arrange

for testing of the suspected abuser to determine whether the

Employee has a drug, substance or alcohol abuse problem.

(3) If the test reveals that the Employee is not a drug, substance or alcohol abuser, he shall be immediately returned to work.

(4) If the test reveals that the Employee is a drug, substance or alcohol abuser, he will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program to suit his individual need under the guidance of the Union's Employee Assistance Program Director.

(5) If the Employee completes the rehabilitation program and subsequently tests clean of drug, substance or alcohol abuse, the Employee shall be returned to his previous position.

(6) Should the Employee fail to meet with the Union's Employee Assistance Program Director or refuses to submit to testing for drug, substance or alcohol abuse, or refuses to participate in the Drug Free Workplace Program, or the Detoxification Program after testing positive for drug, substance, or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the Collective Bargaining Agreement between the parties.

- (7) The cost of testing, detoxification or other services will be paid by the Local No. 14 or Local No. 15 Employee Assistance Program or by the Local No. 14 or Local No. 15 Welfare Fund.
- (8) It is agreed that the procedure set forth above shall be the exclusive procedure for resolving disputes concerning drug, substance or alcohol abuse and testing.

(ff) Apprentice Manning- Local No. 15-15A

Where four (4) or fewer Operating Engineers under the jurisdiction of Local No. 15 with the exception of oilers, pump operators, generators and heaters are employed, no more than one of them may be an Apprentice. However, where more than five (5) Operating Engineers under the jurisdiction of Local No. 15 with the exception of oilers, pump operators, generators and heaters are employed, at least one shall be an Apprentice and for every five (5) additional Operating Engineers under the jurisdiction of Local No. 15 with the exception of oilers, pump operators, generators and heaters at least one (1) additional Apprentice shall be employed.

(gg) Apprentice Manning - Local No. 14-14B

A Committee, fifty percent of whom are appointed by the President of the General Contractors Association and fifty percent appointed by the Business Manager of Local No. 14, shall meet to design an appropriate apprentice plan which shall then be presented to the bargaining parties for review and approval.

(hh) Committee on New Equipment

The parties to this agreement agree to establish a committee to discuss proposed equipment additions. Said committee shall have equal representation from each of the local unions and the G.C.A..

The parties shall hold further discussions on Article IX, Section 8 (aa) to recognize the International Union of Operating Engineers decisions concerning Locals No. 14 and 15.

(ii) Only members of Local No. 15 shall load or unload equipment which is under the jurisdiction of Local No. 15.

(jj) Health and Safety Standing Committee

The G.C.A. and Union will form a Standing Committee to review, monitor and immediately act on all Health and Safety questions brought to the Committee in accordance with applicable law.

The Unions designated the Business Managers of Local No. 14 and Local No. 15 as the Union Members of this Committee. The G.C.A. stated that its President would appoint two (2) G.C.A. Committee Members.

UTILITY

SECTION

This Utility Agreement and all its conditions shall remain in full force and effect. The wage differential as presently (June 30, 1982) in effect, between the Maintenance Man, Welder, Operator and Compressor Man in the General Agreement and the Maintenance Man, Welder, Operator and Compressor Man in the Utility Agreement, and the wage differential as presently (June 30, 1982) in effect between the Maintenance Man, Welder, Operator and Compressor Man in the General Agreement and the "Off-Shift" Maintenance Man, Welder, Operator and Compressor Man in the Utility Agreement, shall be maintained.

This Utility Agreement is solely an Amendment to the Agreement for Heavy Construction Work between the Union and the G.C.A. (hereinafter "Heavy Construction Agreement"). All terms and conditions of said Heavy Construction Agreement are applicable hereto and are in full force and effect therein, except as expressly modified by the terms of this Utility Agreement.

WORK COVERED

- A. This Agreement shall apply to and include all construction and maintenance work of distribution, pipeline, cable and communication lines, under the jurisdiction of the Union, contracted for or performed by the Employer.
- B. Distribution work under this Agreement is defined as follows: The repair, maintenance, construction, installation, treating and reconditioning of pipelines, transporting of coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines), as well as cable, conduit and telephone conduit within the City of New York or within private property boundaries exclusive of pipeline laying and welding of said pipelines in utility plants,

airports, and water crossings, for local utilities limited to New York Telephone Company, Con Edison, Brooklyn Union Gas, Empire City.

UNION RECOGNITION AND

UNION SECURITY

RECOGNITION OF EMPLOYER RIGHTS

NOTIFICATION AND PRE-JOB CONFERENCES

- A. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications of work covered by this Agreement, for the purpose of collective bargaining, as provided by the Labor Management Relations Act of 1947. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of the Union not enumerated which do not conflict with other provisions of this Utility Agreement.
- B. The Union recognizes that the Employer shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain efficiency on its jobs by the use of any machines, tools, or labor-saving devices, and the right of the Employer to determine the number of Employees required for each job and to hire and discharge Employees. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of the Employer not enumerated which do not conflict with other provisions of this Utility Agreement.

- C. In no event shall the Employer be required to pay higher wages or be subject to more unfavorable working rules than those established by the Union for any other Employer not signatory to this Utility Agreement who has negotiated a more favorable separate agreement with the Union, or is working within the Union's jurisdiction with the knowledge or tacit approval of the Union on the work provided for herein.
- D. The Employer agrees to notify the Union of jobs obtained by the individual Employer, describing the location, size and extent of distribution or maintenance work, and the proposed starting date.
- E. The Employer and representatives of the Union shall hold a pre-job conference so that the start and continuation of work may progress without interruption, and the Union's representatives at such conferences shall be authorized by the Union to represent the Union for the entire area covered by the job. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the number of key Employees to be used, the number of Employees to be hired, the starting time on varying shift commencement in accordance with this Utility Agreement and any other matters, not including any interpretation of the clauses of this Utility Agreement.
- F. It is recognized that because of the special nature of the work herein, it is necessary that the Employer have available experienced and qualified Employees, and that both parties shall cooperate to the end that all of the Employees hired hereunder shall be capable of performing such work in an experienced manner.
- G. It is the Employer's prerogative to determine the number of Employees required for each job or jobs subject to the review of both parties.

H. Nothing in this Utility Agreement shall affect the Employer's right to determine the competency and qualifications of his Employees, and his right to reject and discharge men accordingly.

HOURS AND WORKING CONDITIONS

A. Varying Shift Commencement

It is understood and agreed that, because of job logistics, statutes, laws, ordinances, regulations and contractual requirements of various Federal, State, City, public authorities, and the Utilities named herein, governing the performance of work covered by this Utility Agreement, requiring the varying of shift commencement, shift hours shall be varied between 7:00 A.M. and 10:00 A.M. for all the work crew to conform with said job logistics, statutes, laws, ordinances, regulations, and contractual requirements and such shift work will be paid for at the single time rate, in conformity with the terms contained in this Utility Agreement.

Any single shift work commencing before 7:00 A.M. or after 10:00 A.M. shall be at an Off-Shift Utility Rate listed in Section (D) of this Utility Agreement.

B. Emergency Maintenance Work

For Emergency Maintenance Work, the shift commencement shall be determined at a pre-job conference between the Union, Employer and Utility Company.

C. Utility Rates

The rate of wages listed herein shall be in addition to all contributions to Fringe Benefit Funds and Dues Checkoff provided for in the Heavy Construction Agreement:

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

UTILITY SECTION

1) Utility Welder

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$37.51	\$37.01			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$55.21	\$55.21			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

2) Utility Maintenance Engineer

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$36.69	\$36.19			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$54.39	\$54.39			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

3) Junior Engineer - when operating: Loaders, Bulldozers, Back Scratchers, and Cherrypickers (under 20 tons).

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$37.51	\$37.01			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$55.21	\$55.21			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

UTILITY SECTION

4) Utility Compressor Operator (Local No. 14-14B)

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$24.61	\$24.01			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>	<u>\$ 2.39</u>	<u>\$ 2.39</u>	<u>\$ 2.39</u>
Total Wage & Fringes	\$43.91	\$43.91	\$46.30	\$48.69	\$ 51.08
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

5) Machines Requiring a Crew -

The crew to be paid at the same rate schedule as in the Heavy Construction Agreement.

D. Off-Shift Utility Rates -

The rates of wages listed herein shall be in addition to all Fringe Benefit Funds and Dues Checkoff provided in the Heavy Construction Agreement:

1) Off Shift Utility Welder:

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$45.79	\$45.29			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$63.49	\$63.49			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002

UTILITY SECTION

2) Off Shift Utility Maintenance Engineer

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$44.85	\$44.35			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$62.55	\$62.55			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

3) Off Shift Utility Junior Engineer - when operating: Loaders: Bulldozers: Back Scratchers: Cherrypickers (under 20 tons).

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$45.79	\$45.29			
Fringe Benefits	<u>\$17.70</u>	<u>\$18.20</u>			
Total Wage & Fringes	\$63.49	\$63.49			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

4) OFF SHIFT UTILITY COMPRESSOR OPERATOR (Local No. 14-14B)

<u>Effective Date</u>	<u>7/1/02</u> thru <u>7/31/02</u>	<u>8/1/02</u> thru <u>6/30/03</u>	<u>7/1/03</u> thru <u>6/30/04</u>	<u>7/1/04</u> thru <u>6/30/05</u>	<u>7/1/05</u> thru <u>6/30/06</u>
Hourly Wage	\$31.19	\$30.59			
Fringe Benefits	<u>\$19.30</u>	<u>\$19.90</u>			
Total Wage & Fringes	\$50.49	\$50.49			
H.C.I.F.	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

5) Machine Requiring a Crew - the crew is to be paid at the off-shift rate listed in the Heavy Construction Agreement of the G.C.A., Article IX, Section 6 (c) (i) and (ii).

E. Master Mechanic/Shop Steward & Working Foreman Maintenance Engineer/Mechanic/Shop Steward:

The conditions requiring a Master Mechanic/Shop Steward and a Working Foreman Maintenance Engineer/Mechanic/Shop Steward are those listed in the Heavy Construction Agreement, Article IX, Section 7.

F. Maintenance Trucks

Maintenance trucks shall be manned on each shift as follows:

One Maintenance Engineer under the jurisdiction of Local No. 15.

G. Compressors

Compressors, either truck mounted and/or tow behind shall be manned as follows:*

1 - 6	1 Local No. 14-14B Operating Engineer
7 - 12	2 Local No. 14-14B Operating Engineers
13 - 18	3 Local No. 14-14B Operating Engineers

Additional Compressors shall be manned in same multiples.

*First Operating Engineer to be employed immediately upon start-up of first Compressor. Each additional Operating Engineer to be employed immediately upon start-up of first additional Compressor requiring additional Engineer per manning schedule.

TUNNEL SECTION

This Tunnel Agreement is solely an Amendment to the Agreement for Heavy Construction Work between the Union and the G.C.A. (hereinafter "Heavy Construction Agreement"). All terms and conditions of said Heavy Construction Agreement are applicable hereto and are in full force and effect therein, except as expressly modified by the terms of this Tunnel Agreement.

TUNNEL CONDITIONS:

A. Declaration of Principles

- 1) Inherent in the nature of the tunnel work and in order to achieve economy and productivity, multiple shift operations have been traditionally conducted and the different work operations during those shifts vary from time to time, making a specified lunch time impractical.
- 2) Even though certain job functions operate continuously, all Employees with a few specific exceptions have time for a 30-minute lunch break.
- 3) On two (2) and/or three (3) shift operations the daily wages paid are the same for seven and one-half (7-1/2) hours work as are paid for eight (8) hours work on a single shift job; overtime will be paid for Saturday, Sunday and Holidays. Employees will relieve one another at the conclusion of each shift.
- 4) In order to increase productivity and to compensate the Employees, therefore, premiums have been paid to the Employees working in the tunnel for lost time due to travel, for eating in the tunnel and for varying the commencement of the lunch period.
- 5) To promote harmony it is necessary that premiums paid to all trades should be the same.

B. Tunnel Equipment and Tunnel Conditions

1) In tunnel work when two (2) headings from a single shaft are being operated, and a Tunnel Mucking Machine is used in each of the two (2) headings, then only one (1) Engineer and only one (1) Apprentice Engineer shall be employed to man the two (2) Tunnel Mucking Machines, it being understood that said Employees shall oil, grease, and shall be responsible for the machines during the time said machines are not operated.

2) In tunnel work, Conway and similar type Mucking Machines are under the jurisdiction of Local No. 14. Loaders including Eimco and similar type loaders are the jurisdiction of Local No. 15.

A Mine Hoist and Maintenance Crew shall consist of an Engineer under the jurisdiction of Local No. 14 and a Maintenance Engineer under the jurisdiction of Local No. 15. The Maintenance Engineer shall perform all maintenance and repair duties relative to the Mine Hoist and in addition thereto grease and oil all muck cars at the shaft bottom, where practical and feasible.

3) Employees covered by this Agreement when actually working in shafts and tunnels employing Employees covered by the Compressed Air and Free Air Tunnel Workers Union Local No. 147 AFL-CIO (hereinafter "Local No. 147") Agreement must continue to perform their work duties at the Employer's option in accordance with the following procedures:

a) Coordinating Working Cycle

On subway tunnel work, only when required for coordination of the shooting cycle with the operations of trains in existing structures, the lunch period shall commence within fifteen (15) minutes after the end of the fourth (4th) hour of each shift.

b) Swinging Lunch Period

At the Employer's option and designation the lunch period can be varied to commence not more than thirty (30) minutes before or thirty (30) minutes after the fourth (4th) hour of work. It is the explicit intent of this paragraph to enable the Employer to vary the lunch period for any Employee to accommodate the work cycle and progress the work during the lunch period. When exercising this option the Employer shall designate which if any shaft and/or tunnel section on any shift is subject to this option and such designation shall not be construed to require that this option be applicable to any other shaft and/or tunnel section, or other shifts. If this option is exercised by the Employer, four dollars (\$4.00) per day shall be paid to each Employee in the designated shaft, including the Mine Hoist Operator and Maintenance Man on said hoist and/or tunnel section on the designated shift. No other Employee except as set forth above shall be so paid. Tunnel section shall include any and all work operations from the bottom of a designated shaft forward in any single direction to and including the furthest point of progress.

The Employer at any time shall have the right to terminate this option one (1) week after it mails notice of said termination by regular mail to the Union, and the payment of four dollars (\$4.00) per day shall cease one (1) week after the above notice has been mailed. The Employer shall at all times have the right to renew said option at its sole discretion without the rendering of any notice. When not exercising this option the Employer may proceed under all the other provisions of the Agreement. The payment of the above four dollars (\$4.00) under this option shall not be subject to any Fringe Benefit payments under Article XI of the Agreement.

c) Lunch Period in the Tunnel

At the option of the Employer, in free air tunnels having a heading and/or any work point in the tunnel one thousand two hundred (1,200) feet or more from the shaft where the Changehouse is located, the lunch period shall be taken in the tunnel and each Employee who is required to have his lunch period in the tunnel will receive eleven dollars (\$11.00) per day. The Employer shall exercise and/or cease exercising this option at its sole discretion. When this option is exercised, a suitable eating site with benches shall be provided in the tunnel. Hot coffee, milk and sugar shall be furnished. The payment of the above eleven dollars (\$11.00) per day under this option shall not be subject to any Fringe Benefit payments under Article XI of the Agreement.

For jobs bid after July 1, 1993, the lunch period in the tunnel shall be thirteen dollars (\$13.00) per day.

d) Relieving in the Tunnel

(i) Employees shall relieve in the heading or working points designated by the Employer but shall be paid travel time at the rate of four dollars (\$4.00) per day for each half mile or fraction thereof from the bottom of the shaft to the heading or working points. The payment of the above four dollars (\$4.00) per day shall not be subject to any Fringe Benefit payments under Article XI of the Agreement. The overtime provisions stipulated in Section 5 below with regard to delays at the bottom of the shaft shall also apply to those Employees who are relieved in accordance with this paragraph.

(ii) Effective on jobs bid after July 1, 1993 Employees shall relieve at the heading or working points designated by the Employer but shall be paid travel time at the rate of five dollars (\$5.00) per day for each half mile or fraction thereof starting from a point five hundred (500) feet from the bottom of the shaft to the heading or working points. The Employer can designate this option for all shifts on any job working two or three shifts. Travel pay constitutes full payment for each employee on the shift for all travel from a point five hundred feet from the bottom of the shaft to the heading or working points and the return to the bottom of the shaft. The payment of the above monies shall not be subject to any Fringe Benefit payments under Article XI of this Agreement.

e) Liner Plate Premium

Premium pay of four dollars and fourteen cents (\$4.14) per day is to be paid to those Employees working in Liner Plate Tunnels only during the excavating phase. The payment of the above premium shall not be subject to Fringe Benefit payments under Article XI of the Agreement.

4) Overtime payments for Employees working through the lunch period shall be restricted to paying the Mine Hoist Operator and the Maintenance Man on said hoist one-half (1/2) hour at the double time rate for continuing to operate the Mine Hoist. No other Employees shall be paid overtime for their lunch period unless for some emergency reason they are requested by the properly designated Management Representative to commence lunch prior to thirty (30) minutes before or are delayed more than thirty (30) minutes after the fourth (4th) hour of work. If they are so requested, they shall receive a half hour at the double time rate, but shall not receive any other lunchtime premium.

5) Only if unreasonable delays are caused by the Employer's handling of additional materials or spoilage with the shaft hoisting equipment, the delayed Employees remaining at the bottom of the shaft beyond the normal termination hour of their shift or work period shall be paid for said time at the overtime rate. Delays caused by reasons other than stated above are compensated for under Section B (3) (d) above.

- 6) The first Maintenance Man on each shift shall be the Working Foreman Maintenance Engineer/Mechanic/Shop Steward, and he shall be the last Maintenance Man to be laid off on each shift, and shall continue to be employed so long as there is maintenance work on that shift.
- 7) All maintenance work performed on equipment on Saturdays, Sundays, holidays, or any overtime period, shall be done by the Local No. 15 Maintenance Engineers and the Operator when necessary and/or crew as defined in the Collective Bargaining Agreement.
- 8) Installation, dismantling, maintenance and operation of all conveyors that have customarily been under the jurisdiction of Local No. 15 shall be performed by Employees covered by this Agreement.
- 9) Burning, welding, repairing and maintenance of all equipment at each working shaft and heading, in addition to all other duties as listed in the G.C.A. Agreement under "Maintenance Engineer" shall be work performed by Employees covered by this Agreement.
- 10) A Maintenance Engineer shall be employed in the installation, setting up, operation, maintenance and dismantling of the accumulator for a shield driven tunnel in addition to the performance of other duties.
- 11) The Employer shall make available on the job site a heated change house with hot and cold water and individual lockers when given to other trades.
- 12) Locals No. 14-14B and 15-15A agree that there shall not be any premiums paid for the use of a Mole and/or Digger Shield in tunnel work.

13) The Shaft Pump installation will be considered as one pump and the Shaft Pump man shall have assigned duties, including burning and emergency repairs.

14) Ride upon Moles - TBM's have historically been manned by one Local 14 Operator being paid the "Backhoe Rate" and one Local 15 Maintenance Man being paid the Maintenance Man (3b) rate.

15) Micro tunneling Systems have historically been manned by one Local 14 Operator on the console being paid the "Backhoe Rate" and one Local 15 Maintenance Man responsible for all the Hydraulics and maintenance of the system and he shall be paid the (3b) Maintenance Man rate.

PAVING AND ROAD BUILDING

SECTION

This Paving and Road Building Agreement is solely an Amendment to the Agreement for Heavy Construction Work between the Union and the G.C.A. (hereinafter "Heavy Construction Agreement"). All terms and conditions of said Heavy Construction Agreement are applicable hereto and are in full force and effect therein, except as expressly modified by the terms of this Paving and Road Building Agreement.

CONDITIONS - PAVING AND ROAD BUILDING

- (a) Employees must report for work each day, except Saturdays, Sundays and legal holidays, and must not leave the job site until permitted to do so by the Superintendent or Foreman in charge of the gang. Any employee who fails to report for work shall not be paid for that day.
- (b) Employees shall keep the machines upon which they are employed clean, neat and in good repair. Tools for said purposes must be furnished by the Employer.
- (c) Whenever an Employee wishes to leave the service of the Employer, he shall give the Employer three (3) full days notice of his intention to leave. Whenever the Employer wishes to discontinue the services of an Employee he shall also give three (3) full days notice, except, however, in cases of incompetence, insobriety or neglect of duty, said notice shall not be required. It is agreed that the Employer shall not have to give this three (3) days notice on successive days.

- (d) On paving and repaving work the number of Asphalt Roller Engineers shall be of such number as is required by the specifications for that contract. Unless conditions render it impossible, Engineers on Asphalt Rollers at one site will work the same hours.
- (e) Asphalt Spreaders when used in tandem will commence work at the same time unless prevented by job or contract conditions.
- (f) The oiling and greasing of machines in a continuous operation shall be done as it is presently without shutting down the machines during the regular shift hours.
- (g) Employees will accompany their equipment when it is moved from one job location to another, or be compensated for the time required for the move.
- (h) Effective on jobs bid prior to July 1, 1990, when five (5) or more Operating Engineers who are under the jurisdiction of Local No. 14-14B as set forth in Article IX, Section 6 (a) of this Agreement, are employed for more than three (3) consecutive days on any one (1) shift, under one (1) contract of the Employer, then on the fourth (4th) day that said five (5) or more Operating Engineers are consecutively employed the provisions of Article IX, Section 7 A (a) of the Heavy Construction Agreement between the G.C.A. and Local Nos. 14-14B and 15-15A shall apply retroactively commencing as of the first (1st) day of said employment of the five (5) or more Operating Engineers as herein defined and shall continue for as long as these conditions continually exist.
- (i) Effective on jobs bid after July 1, 1990 and \$25,000,000 or more in bid price, when five (5) or more Operating Engineers who are under the

jurisdiction of Local No. 14-14B or Local No. 15-15A as set forth in Article IX, Section 6 (a) and (b) of this Agreement, excluding those categories delineated in Article IX, Section 7, Subsection B (a) are employed for more than three (3) consecutive days on any one (1) shift, under one (1) contract of the Employer, then on the fourth (4th) day that said five (5) or more Operating Engineers are consecutively employed the provisions of Article IX, Section 7 B of the Heavy Construction Agreement between the G.C.A. and Locals No. 14-14B and 15-15A shall apply retroactively commencing as of the first (1st) day of said employment of the five (5) or more Operating Engineers as herein defined and shall continue for as long as these conditions continually exist.

ARTICLE X

Intent of Agreement

Section 1 - Spirit of Agreement

This Agreement and all of its terms and conditions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be construed to evade the principles or intent of this Agreement.

Section 2 - Binding Subcontractors and Other Firms

The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in Heavy Construction Work, in which it has or acquires a financial interest, shall be bound by all terms and conditions of this Agreement.

Section 3 - Execution of Agreement

This Agreement shall be executed by both parties hereto and may be countersigned by the duly authorized officers of the International body or bodies governing the Local Union, if required by said International.

ARTICLE XI

Fringe Benefit Funds

A - Local No. 14-14B

Section 1 - Welfare Fund Contribution - Local No. 14-14B

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the amount indicated herein on the total payroll of the Employees covered under this Agreement working under the classifications set forth in Article IX, Section 6 (a) herein employed within the jurisdictional territory of the Union into a United States Treasury approved

Joint Welfare Fund of the International Union of Operating Engineers, Locals No. 14-14B (hereinafter "Welfare Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law.

Section 2 - Pension Fund Contribution - Local No. 14-14B

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the amounts indicated herein on the straight time payroll of the Employees working under this Agreement working under the classifications as set forth in Article IX, Section 6 (a) herein within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers, Locals No. 14-14B (hereinafter "Pension Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers.

Section 3

(a) Computation of Pension Fund Contribution

Contributions for the Pension Fund from July 1, 2002 through June 30, 2006 as provided herein shall be:

Three dollars and forty cents (\$3.40)

No contribution shall be made on the premium portion of double time or overtime of the payroll.

Further distribution to be made mutually between Union and Employer at a future date.

(b) Computation of Welfare Fund Contribution

Contribution to the Welfare Fund from July 1, 2002 through July 31, 2002 provided herein shall be:

Four dollars and seventy-five cents (\$4.75) for each straight time hour paid.

Nine dollars and fifty cents (\$9.50) for each overtime hour paid.

Commencing August 1, 2002 and continuing through June 30, 2006.

The Employer agrees to pay the sum of four dollars and eighty-five cents (\$4.85) per hour for each single time hour paid; nine dollars and seventy cents (\$9.70) per hour for each double-time hour paid. Further distribution to be made mutually between Union and Employer at a future date.

(c) Coverage of Additional Employees under the Welfare and Pension Funds

Every present and future salaried regular employee of Locals No. 14-14B, the Welfare Fund, the Pension Fund, the Annuity Voluntary Fund, the Annuity Fund and the Training Fund may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the rates herein before stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of Locals No. 14-14B, the Welfare Fund, the Pension Fund, the Annuity Fund, the Annuity Voluntary Fund, and the Training Fund by the respective employers of said employees on the basis of the actual hours paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower. Coverage for the employees of the Welfare Fund and Pension Fund may be indicated in the records of the respective Funds for

which they are employed without actual payment of contributions on their behalf.

Section 4 – Annuity Voluntary Fund - Local No. 14-14B

Commencing July 1, 2002, and continuing through July 31, 2002, the Employer agrees to pay the sum of:

Two dollars and thirty cents (\$2.30) per hour for each single time hour paid;

Four dollars and sixty cents (\$4.60) per hour for each double time hour paid;

Commencing August 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the sum of:

Two dollars and fifty-five cents (\$2.55) per hour for each single time hour paid;

Five dollars and ten cents (\$5.10) per hour for each double-time hour paid;

to each Employee covered by this Agreement working under the classification as set forth in Article IX, Section 6(a) and territorial jurisdiction of Local No. 14-14B, in stamps purchased from a United States Treasury-approved Joint International Union of Operating Engineers, Locals No. 14 and 14B Annuity Voluntary Fund (hereinafter "Locals Nos. 14 and 14B Annuity Voluntary Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be cashed by Locals No. 14 and 14B Annuity Voluntary Fund at such times as shall be designated by the Trustees.

Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Locals No. 14 and 14B Annuity Voluntary Fund may determine, as well as for the organization and administration of the Locals No. 14 and 14B Annuity Voluntary Fund. The Locals No. 14 and 14B Annuity Voluntary Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 5 - Annuity Fund Contribution - Local No. 14-14B

Commencing July 1, 2002 and continuing through July 31, 2002, the Employer agrees to pay the sum of:

Seven dollars and fifty cents (\$7.50) per hour for each single time hour paid;

Fifteen dollars (\$15.00) per hour for each double time hour paid;

Commencing August 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the sum of:

Seven dollars and seventy-five cents (\$7.75) per hour for each single time hour paid;

Fifteen dollars and fifty cents (\$15.50) per hour for each double time hour paid.

Further distribution to be made mutually between Union and Employer at a future date;

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local No. 14-14B, in stamps purchased from a United States Treasury-approved Joint International Union of Operating Engineers, Locals No. 14 and 14B Annuity Fund (hereinafter "Locals No. 14 and 14B Annuity Fund").

Said stamps are to be placed in the Employee's weekly pay envelope and shall be remitted to the Locals No. 14 and 14B Annuity Fund by the Employee at such times as shall be designated by the Trustees.

Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Locals No. 14 and 14B Annuity Fund may determine, as well as for the organization and administration of the Locals No. 14 and 14B Annuity Fund.

The Locals No. 14 and 14B Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section 5, Locals No. 14 and 14B shall be considered a Contributing Employer and shall make contributions on behalf of their full-time Employees, who are not members of another union for collective bargaining purposes.

Section 6 - Training and Retraining Fund Contribution - Local No. 14-14B

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the sum of:

Forty cents (\$0.40) per hour for each single time hour paid and:

Eighty cents (\$0.80) per hour for each double time hour paid.

Further distribution to be made mutually between Union and Employer at a future date; to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local No. 14-14B in stamps purchased from a United States Treasury-approved Joint International Union of Operating Engineers, Locals No. 14 and 14B Training & Retraining Fund (hereinafter "Training Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to the Training Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Training Fund may determine, as well as for the organization and administration of the Training Fund. The Training Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 7 - Dues Checkoff - Local No. 14-14B

Commencing July 1, 2002, and continuing through June 30, 2006 the Employer agrees that there has been deducted from the wage rates of each Employee covered by this Agreement

working under any of the classifications set forth in Article IX, Section 6 (a) herein and territorial jurisdiction of Locals No. 14 and 14B, and pay to said Locals No. 14 and 14B, after proper execution by each Employee of an authorization form, the sum of ninety cents (\$0.90) for each single time hour paid, and one dollar and eighty cents (\$1.80) for each double time hour paid, which sums shall constitute a part of said Employee's Locals No. 14 and 14B union dues. Locals No. 14 and 14B agree to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checkoff.

Section 8 - Defense Fund Contribution - Local 14-14B

Commencing July 1, 2002, and continuing through June 30, 2006 the Employer agrees to pay the sum of: five cents (\$0.05) per hour for each single time hour paid; ten cents (\$0.10) per hour for each double time hour paid; to each Employee covered by this Agreement working under the classifications and territorial jurisdiction of Local No. 14-14B. Such sum constitutes part of each Employee's Defense Assessment and shall be remitted to the Union. The Union agrees to indemnify and to hold harmless the Employer from any and all claims and/or actions arising out of such deduction.

Section 9 - Consolidated Stamp - Dual Check - Local No. 14-14B

Payment to the Locals No. 14 and 14B Welfare Fund, Pension Fund, Annuity Voluntary Fund, Training Fund, Annuity Fund, Dues Checkoff and Defense Fund shall be by the purchase of a Consolidated Stamp. Payment to the Heavy Construction Industry Fund and Pension Contribution Liability Insurance shall be by separate check, submitted at the same time.

B - Local No. 15-15A

Section 1 - Welfare Fund Contribution - Local No. 15-15A

Commencing July 1, 2002, and continuing through June 30, 2006, the Employer agrees to pay the amounts indicated herein on the total payroll of the Employees covered under this

Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Welfare Fund of the International Union of Operating Engineers, Locals No. 15, 15A, 15C, 15D (hereinafter "Welfare Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contributions from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law.

Section 2 - Pension Fund Contribution - Local No. 15-15A

Commencing July 1, 2002, and continuing through June 30, 2006, the Employer agrees to pay the amounts indicated herein on the straight time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers, Locals No. 15, 15A, 15C, 15D (hereinafter "Pension Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers

Section 3 - Local No. 15-15A

a) Computation of Welfare and Pension Fund Contributions

Contributions for the Welfare Fund as provided herein shall be:

7/1/02 - 6/30/06

Four dollars and twenty cents (\$4.20)

Contributions for the Pension Fund as provided herein shall be:

7/1/02 - 7/31/02

8/1/02 – 6/30/06

Three dollars and forty cents (\$3.40)

Three dollars and sixty-five cents (\$3.65)

Further distribution to be made mutually between Union and Employer at a future date. Pension contributions are applied only to the straight time payroll of each Employee, and no contribution shall be made on the premium portion

of double time or overtime of the payroll. Welfare contributions shall be made on the premium portion of the overtime rate.

b) Coverage of Additional Employees Under the Welfare and Pension Funds

Every present and future salaried regular employee of Locals No. 15, 15A, the Welfare Fund, the Pension Fund, the Vacation Fund, the Apprentice and Training Fund may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the rates herein before stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of Locals No. 15, 15A, the Welfare Fund, the Pension Fund, the Vacation Fund, the Apprentice and Training Fund by the respective employers of said employees on the basis of the actual hours paid to them or the maximum rate required to be paid pursuant to this Agreement, whichever is lower.

Coverage for the employees of the Welfare Fund and the Pension Fund may be indicated in the records of the respective Funds for which they are employed without actual payment of contributions on their behalf.

Section 4 - Vacation Fund Contributions - Local No. 15-15A

Commencing July 1, 2002 and continuing through June 30, 2006 the Employer agrees to pay the sum of:

One dollar (\$1.00) per single time hour.

Two dollars (\$2.00) per double time hour.

Further distribution to be made mutually between Union and Employer at a future date; to each Employee covered by this Agreement working under the classification and jurisdictional territory of Locals No. 15, 15A, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers, Locals No. 15, 15A, 15-D Vacation Fund (hereinafter "Locals No. 15, 15A, 15D Vacation Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be cashed by Locals No. 15, 15A, 15D Vacation Fund at such times as shall be designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Locals No. 15, 15A, 15D Vacation Fund may determine, as well as for the organization and administration of the Locals No. 15, 15A, 15D Vacation Fund. The Locals No. 15, 15A, 15D Vacation Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 5 - Apprentice and Training Fund Contribution - Local No. 15-15A

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the sum of:

Fifty cents (\$0.50) per hour for each single time hour paid;

One dollar (\$1.00) per hour for each double time hour paid;

Further distribution to be made mutually between Union and Employer at a future date; to each Employee covered by this Agreement working under the classification and jurisdictional territory of Locals No. 15, 15A, in stamps purchased from an United States Treasury-approved International Union of Operating Engineers, Locals No. 15, 15A, 15D Apprenticeship, Skill Improvement and Safety Fund (hereinafter "Apprentice Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to the Apprentice Fund by the

Employee at such times as shall be designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Apprentice Fund may determine, as well as for the organization and administration of the Apprentice Fund. The Apprentice Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the G.C.A. pursuant to an Agreement and Declaration of Trust.

Section 6 - Apprenticeship Standards Local No. 15-15A

The Employer and the Union hereby acknowledge and agree that they are parties to and bound by the Standards of Apprenticeship of Training Joint Apprenticeship Program Local No. 15 I.U.O.E. which was ordered to be implemented by order dated July 12, 1985 of Hon. Vincent L. Broderick, United States District Judge. The Employer and the Union agree that said Standards are hereby incorporated in and made a part of this Agreement with the same effect as if set forth at length herein. Copies of said Standards are available from Local No. 15 or the G.C.A.

Section 7 - Dues Checkoff - Local No. 15-15A

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees that there has been deducted from the wages of each Employee covered by this Agreement working under any of the classifications as set forth in Article IX, Section 6(b) herein and jurisdictional territory of Locals No. 15, 15A and pay to said Locals No. 15, 15A after proper execution by each Employee of an authorization for the sum of:

Eighty cents (\$0.80) for each single time hour paid;

One dollar and sixty cents (\$1.60) for each double time hour paid;

which sums shall constitute a part of said Employee's Locals No. 15, 15A union dues. Locals No. 15, 15A agree to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checkoff.

Section 8 - Annuity Fund Contribution - Local No. 15-15A

Commencing July 1, 2002 and continuing through June 30, 2006, the Employer agrees to pay the sum of:

7/1/02 – 7/31/02

Seven dollars and seventy-five cents (\$7.75) per single time hour;

Fifteen dollars and fifty cents (\$15.50) per double time hour;

8/1/02 – 6/30/06

Eight dollars (\$8.00) per single time hour;

Sixteen dollars (\$16.00) per double-time time hour;

to each Employee covered by this Agreement working under the classification and jurisdictional territory of Locals No. 15, 15A in stamps purchased from a United States Treasury-approved Joint International Union of Operating Engineers, Locals No. 15, 15A Annuity Fund (hereinafter "Locals No. 15, 15A Annuity Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to the Locals No. 15, 15A Annuity Fund by the Employee at such times as shall be designated by the Trustees.

Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Locals No. 15, 15A Annuity Fund may determine, as well as for the organization and administration of the Locals No. 15, 15A Annuity Fund. The Locals No. 15, 15A Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Locals No. 15, 15A shall be considered a Contributing Employer and shall make contributions on behalf of its full-time employees, who are not members of another union for collective bargaining purposes.

Section 9 - Consolidated Stamp - Local No. 15-15A

Payment to the Locals No. 15, 15A, 15D Pension Fund, Welfare Fund, Vacation Fund, Apprentice Fund, Annuity Fund, and Dues Checkoff shall be by the purchase of a consolidated stamp. Payment to the Heavy Construction Industry Fund and Pension Contribution Liability Insurance shall be made by separate checks.

Section 10 - Trust Agreement - Reporting Forms

The Employer is bound by all the terms and conditions of the Agreement and Declaration of Trust and Plan with respect to each of the Fringe Benefit Funds of both Local No. 14 and 14B and Local No. 15, 15A, 15C and 15D which Agreements and Declaration of Trust and Plan are hereby made part of this Agreement and shall be considered as incorporated herein.

The Employer agrees to provide the Pension Funds with Reporting Forms three (3) times per year, (April, August and December). Said reports will show name, social security number, hours and overtime hours worked.

The G.C.A. has agreed to reduce its two Trustees on the Local No. 14 Pension and Welfare Fund to only one Trustee as of July 1, 1983.

ARTICLE XII

Heavy Construction Industry Fund

In order to adequately protect the Heavy Construction Industry and in the interests of the Employees in the Industry, commencing July 1, 2002 through June 30, 2006 each Employer shall contribute thirty-five cents (\$ 0.35) per hour to the Heavy Construction Industry Fund, applied only to the straight time payroll of each Employee. No contributions shall be made to this Fund on the premium portion of double time or overtime of the payroll of the Employees covered by this Agreement.

This Fund is designed for, but not limited to, the following purposes: 1) to increase employment opportunities through promotional activities which will increase the use of the Industry and its Employees covered under this Agreement; 2) to acquaint Employers and Employees with the most efficient safety regulations for the safety of the Employees as well as the training of Employees in first aid and other safety programs; 3) to conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement; 4) to provide and to further sound Industry labor relations through setting up and conducting Grievance Panels and Arbitrations for the expeditious and equitable hearings of the grievances of Employees covered herein; 5) to assist in defraying the costs of the time spent by Trustees representing management in connection with their work for and attendance at Trustee Meetings of the Pension Fund, Welfare Fund, Annuity Voluntary Fund and Annuity Fund in behalf of and for the benefit of the Employees covered herein and; 6) for the administrative costs in supervising and administering the above in behalf of this Fund. Payment to this Fund shall be by separate check to the order of the Heavy Construction Industry Fund and shall be included with payment for the Fringe Benefit Stamp, with all costs for clerical, legal and administrative services to be borne solely by the Heavy Construction Industry Fund.

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002 SECTION XII, XIII

The Fund agrees to indemnify and to hold harmless the Union from any and all claims, actions and/or proceedings arising out of said Fund. There shall be no commingling of the check with funds of the Union.

Each Employer voluntarily authorizes the collection of the contribution thirty five cents (\$ 0.35) per hour commencing July 1, 2002, to this Fund and each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all by-laws adopted to regulate said Fund.

ARTICLE XIII

Section 1

Due to increased liability thrust upon Employers by the Multi-employer Pension Plan Amendments Act of 1980 it is agreed:

- a. The G.C.A. will be furnished data by the pension funds so that the GCA can notify each Employer of his proportionate share of the unfounded vested liability at least one per plan year.
- b. Efforts shall be undertaken to jointly monitor the minimum funding standard account of the pension plans to assure that it is never violated.
- c. Local No. 15 and the G.C.A. agree to form an eight-member committee, half of whom shall be appointed by Local No. 15 and half by the G.C.A. to meet to ensure that the viability of the pension fund will improve.

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002 SECTION XIV, XV

ARTICLE XIV

Work Stoppage for Default in Welfare & Pension Contributions

Whenever an Employer is in default in payments to the Welfare and Pension Funds referred to in Article XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employees who are removed remain on the work site during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XV

Political Action Committee

International Union of Operating Engineers, Locals No. 15, 15A, 15C and 15D Political Action Committee: commencing on July 1, 1984 the Employer agrees that there has been deducted from the wages of each Employee covered by this Agreement, working under any of the classifications as set forth in Article IX, Section 6(B) herein and jurisdictional territory of Locals No. 15, 15A, 15C and 15D after proper execution by each Employee of an authorization for the sum of five cents (\$0.05) per hour for each single time hour paid, and ten cents (\$0.10) per hour for each double time hour paid. Locals No. 15, 15A, 15C and 15D agree to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Political Action Committee.

Payment of said Political Action Fund shall be by the purchase of a consolidated stamp.

ARTICLE XVI

Legality

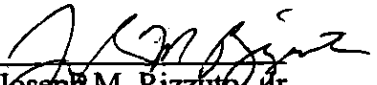
Any provision of this Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement.


In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provision concerning union security.

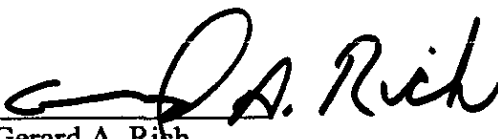
In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have undersigned this Agreement by their duly authorized representatives, the day and year first above-written.

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCALS
NO 14-14B, AFL-CIO

By 
Joseph M. Rizzuto, Jr.
Business Manager, Financial
Secretary

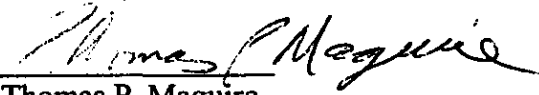
By 
Francis X. Gray, Jr.
President

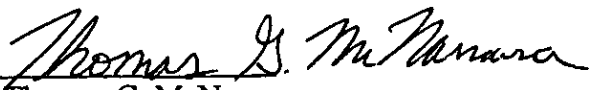
By 
Gerard A. Rich
Recording/Corresponding Secretary

FOR AND ON BEHALF OF, AND
AUTHORIZED BY, THE MEMBERS
OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC.
AND OTHER EMPLOYERS WHO
HAVE APPOINTED THE GENERAL
CONTRACTORS ASSOCIATION OF
NEW YORK, INC. AS THEIR
COLLECTIVE BARGAINING AGENT,
WHOSE NAMES ARE ATTACHED
HERETO IN EXHIBIT I.

By 
Theodore E. King
Director of Labor Relations

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCALS
NO. 15-15A, AFL-CIO

By 
Thomas P. Maguire
President and Business Manager

By 
Thomas G. McNamara
Recording Corresponding
Secretary

OPERATING ENGINEERS LOCALS 14-14B, 15-15A – 2002 **APPENDIX A**

Local No. 14 - Apprentices

a) 1st Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$16.48			
Total Fringe Benefits	<u>\$12.15</u>			
Total Wage & Fringe Benefits	\$28.63			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

a) 2nd Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$20.60			
Total Fringe Benefits	<u>\$12.15</u>			
Total Wage & Fringe Benefits	\$32.75			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

a) 3rd Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$24.72			
Total Fringe Benefits	<u>\$12.15</u>			
Total Wage & Fringe Benefits	\$36.87			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

Local No. 15 - Apprentice and Trainee

a) 1st Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>8/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$14.55	\$14.35			
Total Fringe Benefits	<u>\$ 9.95</u>	<u>\$10.20</u>			
Total Wage & Fringe Benefits	\$24.50	\$24.55			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

OPERATING ENGINEERS LOCALS 14-14B, 15-15A - 2002**APPENDIX A**

b) 2nd Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	8/1/02	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$18.19	\$17.94			
Total Fringe Benefits	<u>\$ 9.95</u>	<u>\$10.20</u>			
Total Wage & Fringe Benefits	\$28.14	\$28.14			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

c) 3rd Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>8/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$20.00	\$19.75			
Total Fringe Benefits	<u>\$ 9.95</u>	<u>\$10.20</u>			
Total Wage & Fringe Benefits	\$29.95	\$29.95			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

d) 4th Year Apprentice

<u>Effective Date</u>	<u>7/1/02</u>	<u>8/1/01</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>
Hourly Rate	\$21.82	\$21.52			
Total Fringe Benefits	<u>\$ 9.95</u>	<u>\$10.20</u>			
Total Wage & Fringe Benefits	\$31.77	\$31.72			
HCIF	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35