



K 8782
1,000 workers

67 pp.



-BUILDING AGREEMENT-

Between

LABORERS' LOCAL UNION NO. 17

and

**CONSTRUCTION CONTRACTORS
ASSOCIATION
of the
HUDSON VALLEY, INC.**

JUNE 1, 2003 - MAY 31, 2007



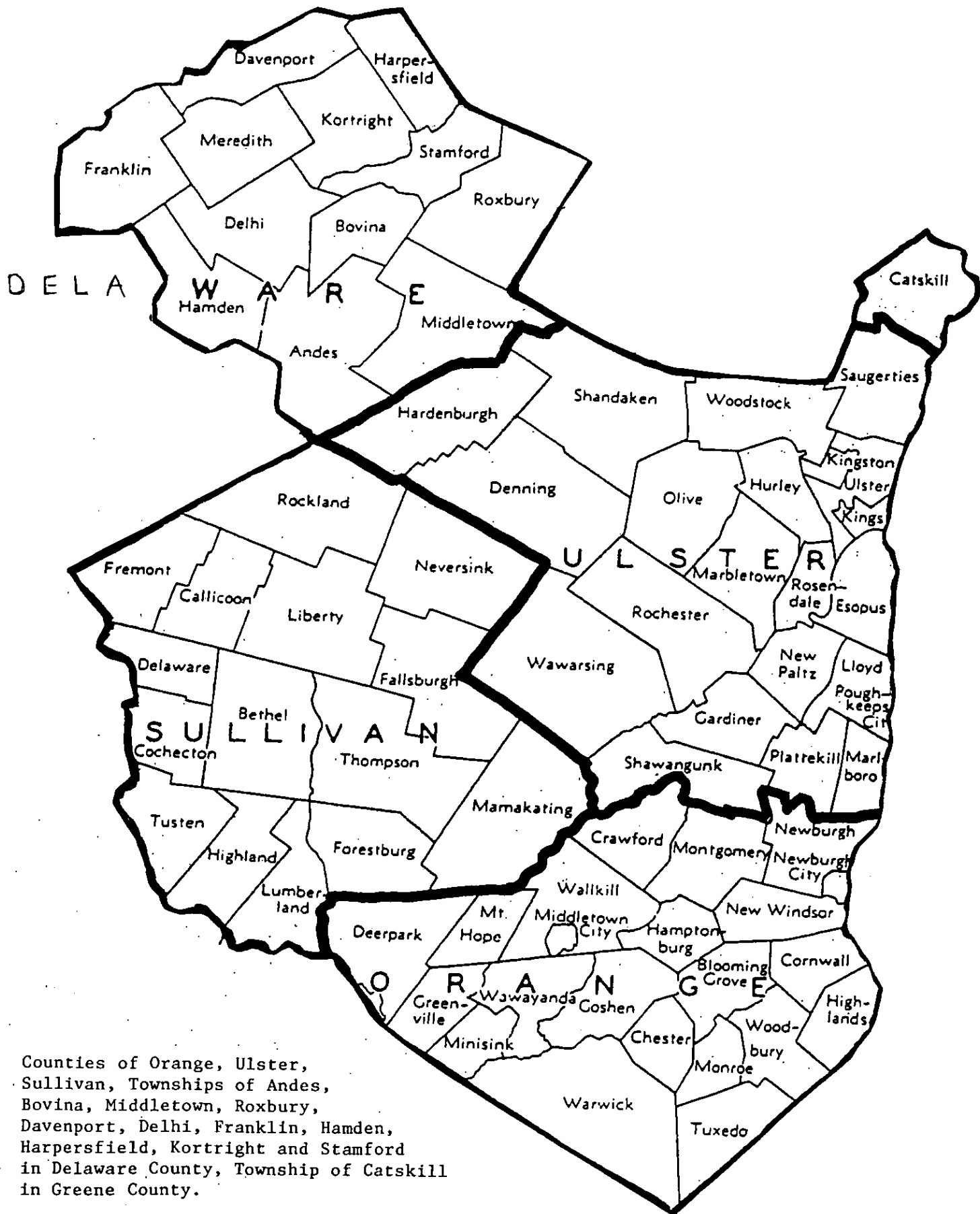
BUILDING AGREEMENT

**BETWEEN THE
LABORERS' LOCAL NO. 17
AN AFFILIATE OF
EASTERN NEW YORK LABORERS' DISTRICT COUNCIL
AND
CONSTRUCTION CONTRACTORS ASSOCIATION
OF THE
HUDSON VALLEY, INC.**



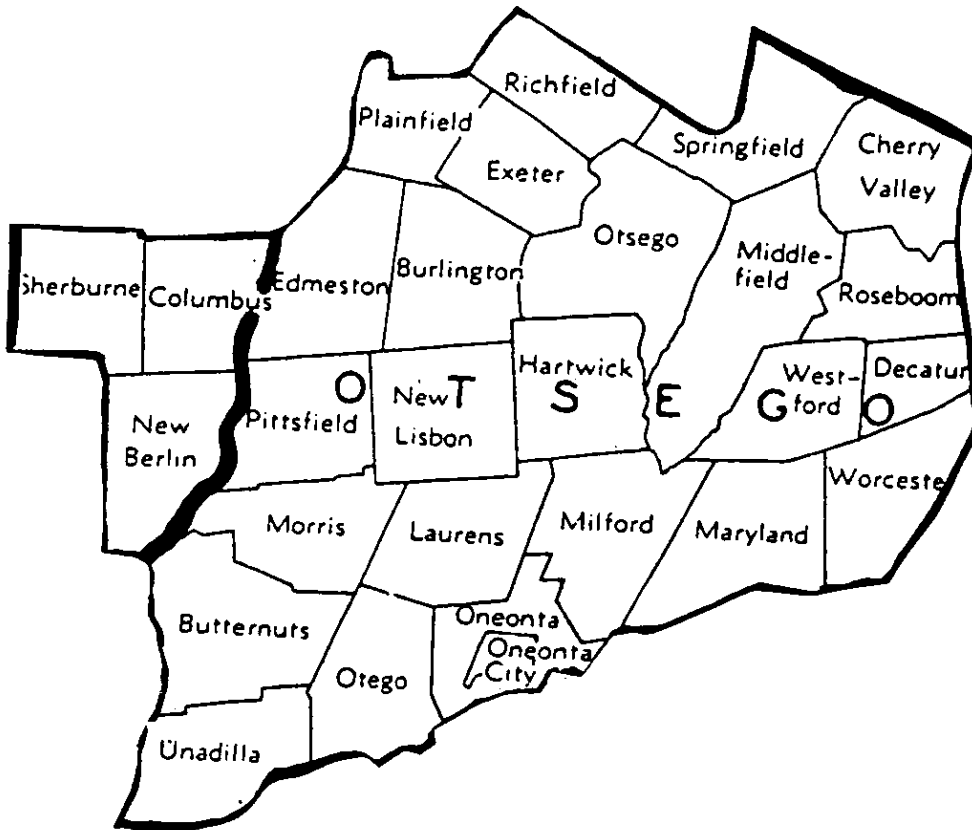
JUNE 1, 2003 THROUGH MAY 31, 2007

MAP
LABORERS LOCAL 17
ZONE -A-



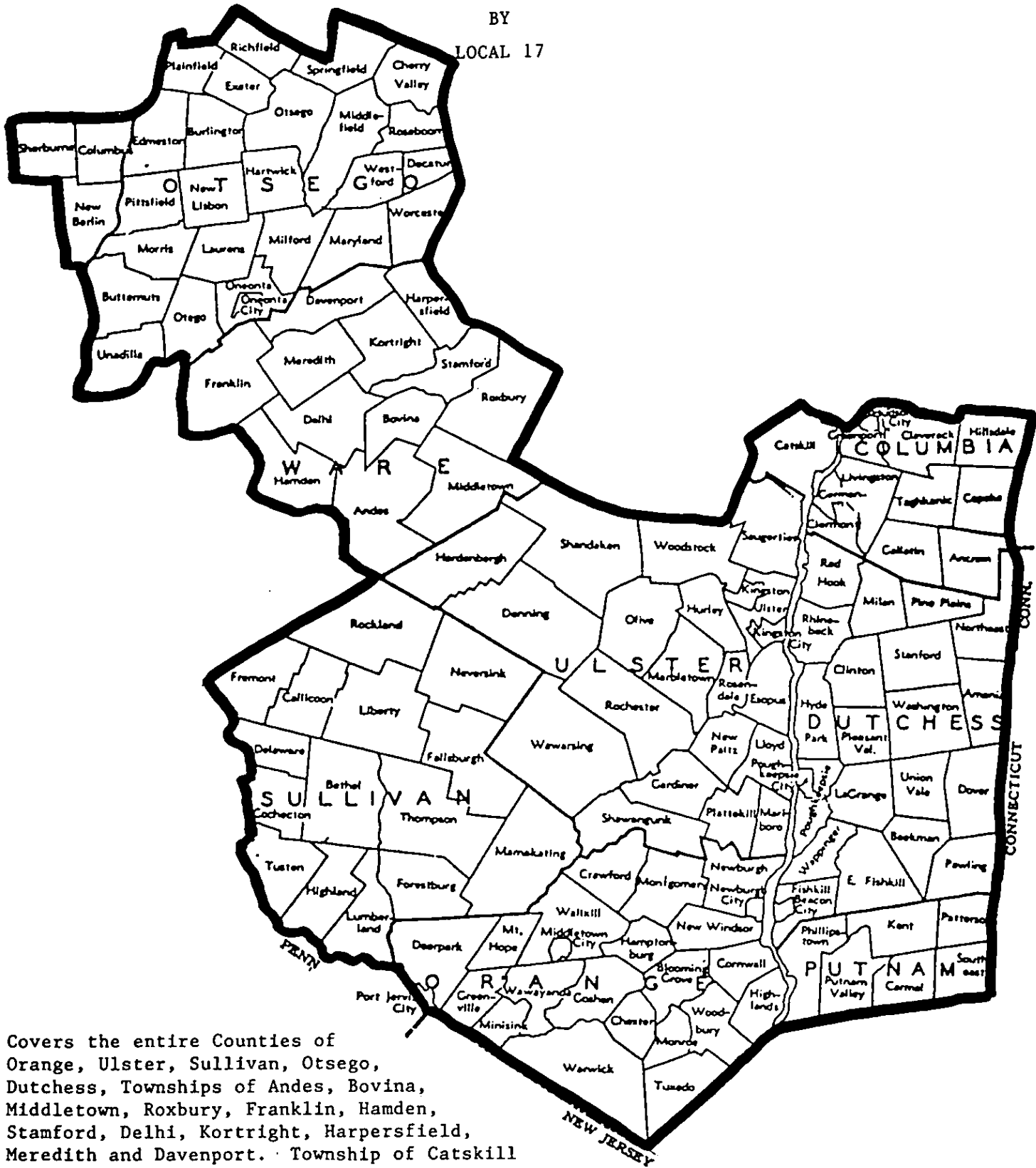
Counties of Orange, Ulster, Sullivan, Townships of Andes, Bovina, Middletown, Roxbury, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright and Stamford in Delaware County, Township of Catskill in Greene County.

MAP
LABORERS LOCAL 17
ZONE -B-

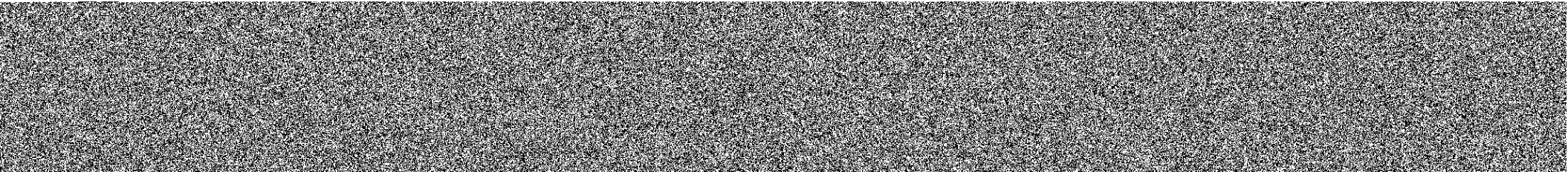


County of Otsego. The Townships of
Columbus, New Berlin and Sherburne in
Chenango County.

MAP
 ENVIRONMENTAL WORK COVERED
 BY
 LOCAL 17



Covers the entire Counties of Orange, Ulster, Sullivan, Otsego, Dutchess, Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport. Township of Catskill in Greene County, Townships of Columbus, Sherburne, New Berlin in Chenango County. Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillside, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson in Columbia County.



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**THE LABORERS' JURISDICTION
TENDING MASONS, PLASTERERS, CARPENTERS, TILE
SETTERS, AND OTHER BUILDING AND CONSTRUCTION CRAFTS**

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by hand, bucket, hod, wheelbarrow, buggy, pump or other motorized unit used for such purpose, including fork lifts and high fork lifts, distribution of drinking water and tools.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by temporary heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material for all trades. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Cleanup mopping, washing, waxing and polishing or dusting of all floor or areas. Removal of snow.

The aging, sealing, covering and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

Scaffolds

The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trade crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supported scaffolds over 14' in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by the Laborers. Where scaffolds are constructed for self use of Laborer, said scaffolding shall be constructed solely by Laborers regardless of height.

With reference to the Masonry Contractors, the Laborers will do the entire erection and dismantling of **all** scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of North America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955 and amended November 1, 1979, a copy of which is incorporated by reference and made a part hereof.

Excavations and Foundations Site Preparation and Clearance Transportation and Transmission Lines

Excavation for building and all other construction; digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and

irrigation trenches, canals and all handling, filling and placing of sand bags, connected therewith. All pumping, drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines. Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. On site preparation and right-of-way for clearance, for construction of any structures of the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Coker setters, off bearers, lumber handling and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or re-installation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as fillings of sandbags, handling timber and loading and unloading of same.

Concrete, Bituminous Concrete and Aggregates

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors, pilings, caissons, or for any other construction. Mixing, handling, conveying, pouring, pumping, vibrating, leveling, curing, sealing, gunniting and otherwise placing concrete or aggregate, whether done by hand or any other process, including all tacking and/or bonding of bituminous or concrete. Wrecking, stripping, dismantling and handling concrete forms and false work, the setting of all steel and wood curb forms.

Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, Diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling (whether in the open or in the blind), dumping and unhooking the bucket. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. All cutting of concrete or aggregate in any form by hand, mechanical means, grindstones, saws or air or water. Work in connection with loading, unloading, handling, signaling, slinging and setting, placing, laying of all paving blocks, brick pavers, stone pavers, granite curb, manufactured curb, metal curb, st-wall, Rip-Rap, sound barriers or retaining walls such as stone, wood, metal, concrete or other materials.

(b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form, except all final stripping work on such forms shall be the work of laborers. The stripping of forms on all horizontal and flat arch work. The loading, unloading, carrying, distributing, moving, cleaning and oiling and carrying of all forms and material to the point of erection shall be the work of laborers.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the gun, nozzle, hoses and pot or hoppers on sand-blasting, Guniting, pressure water blasting and cleaning or other abrasive cleaning. The jacking of slip forms, and semi and unskilled work connected therewith.

Sewers, Drains, Culverts and Multiplate

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling lagging, bracing, shoring, and cribbing, breaking of concrete, backfilling, tamping, resurfacing, and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers, and storm sewers, and all pipe for drainage. All the laying of clay, terra cotta, ironstone and vitrified concrete pipe.

Unloading, handling, distribution, assembly in place, bolting and lining of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multicell conduit or multipurpose pipe. Cutting the holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for

any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. The setting up of laser beam, level, transit, Hilti type or any other instrument or machine or tool used in jurisdiction of Laborers' work.

Trenches, Manholes, Handling and Laying of Pipe, etc.

Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or hammering of streets, roads, sidewalks or aprons by hand or by the use of other equipment. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to the laying of pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and laying of water mains, gas mains, electrical conduit, communication conduit, and all pipe, whether temporary or permanent, including placing, setting and removal of skids. Cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes. Handling mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipe, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping. Setting, placing, welding bolting or fusion of gas, water, chemical, fossil fuel, liquid waste and etc. The setting of light stations, poles manholes, junction boxes, all non-metallic or metallic pipe and conduit, the pulling of all electrical, communication, fiber optic lines or wire.

Underpinning, Lagging, Bracing, Propping and Shoring

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring, and underpinning of structures. Loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

Drilling and Blasting

All work of drilling, jackhammering, bitgrinding and blasting. Operation of all rock and concrete drills, including carrying, handling, laying out of hoses. Steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to the point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

Signalmen

Signalmen in all construction work defined herein.

General Excavation and Grading

The clearing, excavating, filling, backfilling, grading, seeding and landscaping of all sites for all purposes, including the installation of turf and artificial turf, and all labor connected therewith, including chainmen, rodmen, grade markers, labor to transfer grades, driving of pins, etc.

Pits, Yards, Quarries, Etc.

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards, and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

Wrecking, Dismantling and Alterations

This will include demolition, dismantling and alterations on powerhouse, dam, tunnel, industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings, bridges and all structures or contents. Breaking away wood materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all structural beams. Breaking away, cleaning and removal of all masonry, wood or metal for salvage or scrap. All hooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, back-filling and landscaping of the site.

Railroad Track Work

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting, and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, gradings, siding, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

Use of Tools

Operation of all hand, pneumatic, electric, motor, water, steam, combustion or air driven tools, concrete saws or equipment necessary for the performance of work described herein, including c carryable pumps, well points, walk-behind fork lift, walk-behind rollers or whackers (with or without levers), walk-behind vibrators, (with or without levers) all walk-behind concrete saws regardless of type, (self-propelled or manual), surface planer, mega mixer, gunnite nozzle and machine man, wagon drill operators, air track or similar, hydraulic drill, core drill, walk-behind power roller (one [1] or two [2] barrel), acoustic pump & mixer, hoists, chipping machine, power brush cutter, compressor, radio controlled equipment, combination tamper and vibrator, walk-behind roller and tamper and power wheelbarrows, buggies, power and pressure blasting equipment, conveyor belt, transit, level, Hilti, cutting torch, welder and steam jenny, provided they pertain to jurisdiction of Laborers' work. Also the operation of lasers in conjunction with work covered by this agreement.

Toxic and Hazardous Waste Work

The following work involving the removal of hazardous chemicals and/or contaminated materials and the remediation of hazardous waste sites and underwater hazardous waste sites including but not limited to the following: the unloading of materials; road and site access construction and/or improvements; installation of security fences and barriers; security services; dewatering, drainage and sediment control systems; construction of leachate containment systems; construction and maintenance of modular tank, pond, and/or lagoon covers; construction of temporary staging/storage areas including construction of any buildings, berms/dikes for these areas and the lining of same; construction and maintenance of odor control systems; construction of decontamination systems for both personnel and equipment; setting up and dismantling of all scaffold; general maintenance of site including excavation and grading; setup, operation, maintenance and cleaning of breathing air systems, personal protective equipment, sampling and air monitoring equipment; actual removal of all hazardous materials and contaminated items regardless of media (soils, sludges, residues, sediments, liquids, drums, containers, etc.); drum/container excavation; drum/container opening and sampling; drum/container handling, patching, deheading, crushing, overpacking, pumping, staging, and on site transportation by motorized vehicle or forklift, or any other means or mode; decontamination of all equipment and personnel; collection, pre-treatment, and all disposal of contaminated water from decontamination operations; waste bulking; clean-up and containment of spills and leaks; groundwater and soil sampling; confined space entry for purposes including but not limited to sampling, maintenance, cleaning, and/or material removal; air monitoring as required for safe operations; setup and maintenance of all equipment and systems used as engineering

controls; packaging, drumming, and labeling of all materials for disposal; installation and maintenance of any liner system not limited to capping of sites, underground liners, geomembrane liners etc.; construction and maintenance of any slurry wall system for leachate containment; loading of materials for removal from jobsite; setup, operation, maintenance, of all equipment, and other associated activities for on-site water/leachate treatment, on-site waste/soil incineration, in-situ air stripping of soil, soil washing, soil venting, soil vitrification, underground dynamic stripping, bio-remediation, fungal technology, thermal remediation recovery, removal of heavy metals and any other method of on-site treatment of contaminated media; all work related to the installation of operations and maintenance systems of a remediated site; all work related to final cleanup of the site.

Lead/Lead Abatement

(Lead) The following work would include all covered activities which involve materials containing lead or coated with lead containing paint but not limited to, manual scraping and sanding; manual demolition of structures; heat gun applications; power tool and pneumatic tool cleaning with and without dust collection systems; general cleanup; using lead containing mortar; lead burning; rivet busting; spray painting; cleanup of dry/wet expendable abrasives; movement and removal of abrasive blasting enclosures; abrasive blasting; welding, cutting, and torch burning on steel structures. (Abatement) The following work including the removal of lead based paint from all structures or other contaminated media including but not limited to the following: unloading of materials; setup and maintenance of decontamination systems including cleaning of same; setup and maintenance of water collection systems from

decontamination; construction, setup, and maintenance of all airtight enclosures, storage buildings, containment systems including the hanging of all plastic as required; setup, operation, and maintenance of all equipment and systems used as engineering controls including but not limited to negative air machines, exhaust fans, ventilation hoods; setting up and dismantling of all scaffold; setup and maintenance of temporary lighting and heating systems; setup, operation, and maintenance of all equipment used for the removal of lead based paint including but not limited to wet/dry abrasive blasting, wet/dry scraping, chemical stripping systems, wet/dry sanding, needle gun and vacuum systems; replacement of items contaminated with lead based paint; encapsulation of surfaces; collection, bagging, packaging and labeling of materials for disposal; setup, operation, maintenance and cleaning of all breathing air systems, personal protective equipment, tools and sampling equipment; loading of materials for removal from jobsite; final cleanup including HEPA vacuuming and wash down; tear down and loading of equipment.

Asbestos

The following work involving the removal of asbestos and asbestos contaminated materials including but not limited to the following: unloading of materials; setup and maintenance of decontamination systems including cleaning of same; construction and maintenance of any buildings or areas for storage of equipment, tools, and/or asbestos contaminated material; setup and maintenance of water filtration systems from decontamination; Construction, setup, and maintenance of all airtight enclosure and containment systems including the hanging of all plastic as required; setup, operation and maintenance of all equipment and systems used as engineering controls including but not limited to negative air machines and mixing/spraying systems for amended water; setting up and dismantling of all scaffold; setup and

maintenance of temporary lighting and heating systems; actual removal of all asbestos and asbestos contaminated material including mechanical systems that are to be removed by any approved mode or method; bagging, packaging, and labeling of materials for disposal; setup, operation, maintenance and cleaning of all breathing air systems, personal protective equipment, and sampling equipment; loading of materials for removal from the jobsite; final cleanup, tear down, loading of equipment and all related work, the demolition of any system or building under abatement shall be the work of the laborers under abatement.

Mold, Bacterial and Microbiological Contamination

The following work involving the clean-up and/or removal of microbial contaminated building materials including but not limited to the following: unloading of materials, setup and maintenance of decontamination systems including cleaning of same; construction and maintenance of any buildings or areas for storage of equipment, tools, and/or contaminated material; construction, setup and maintenance of all airtight enclosures and containment systems including the hanging of all plastic as required; setup, operation and maintenance of all equipment and systems used as engineering controls including but not limited to negative air machines and spraying systems for biocide solutions; preparation and mixing of biocide solutions; setup and dismantling of all scaffold; setup and maintenance of temporary lighting and heating systems; actual cleanup and/or removal of all microbial contaminated material including mechanical systems that are to be removed by any approved mode or method; bagging, packaging and labeling materials for disposal; setup, operation, maintenance and cleaning of all breathing air systems, personal protective equipment and sampling equipment; loading of materials for removal from the jobsite; application of any milderocide or biocide and encapsulants or anti-microbial treatments; final cleanup, tear

down, loading of equipment and all related work; the demolition of any system or building under mold, bacterial and/or microbiological abatement shall be the work of the laborers performing the abatement.

Miscellaneous

The laborers shall tend all construction and building trades as well as do all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions and as may be hereafter acquired, including all such work and jurisdictions as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

Warehouses, Factories, Plants, Corporate Parks & Stores

All work performed or as may be acquired hereafter, including but not limited to unloading, installing of furniture, equipment, machinery, shelving, displays, the packing or unpacking of goods, the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, rest rooms and furniture.

Studio Utility Employees

All such work as herein described as may be pertinent to and part of the operation of Motion Pictures, Television and other related types of studios.

Watchmen and Security Guards

When Watchmen and Security Guards are needed for the security of the contractors equipment and material or for State safety precautions or patrol, it shall be the work of the laborers covered by this Agreement. Watchmen and Security Guards are to remain on job at all times including during labor disputes, at the discretion of the employer.

Lasers

The operation of lasers in conjunction with laborers work covered by this agreement, including but not limited to the classifications set forth in Article XV (15).

Temporary Heat

All coke, oil, bottled gas, or similar type heaters that are used to provide temporary heat for the drying of masonry, concrete, or any other purpose shall be the work of the laborers. A laborer will be on the job at all times whenever temporary heaters are in use. Whenever more than twenty (20) heaters are being fueled they shall require an additional laborer. The union and the employer shall negotiate terms and conditions for this work beyond the normal work week or any other abnormal conditions.

Temporary Power and Lights

The use of generators, or any source of power to perform the work of laborers' jurisdiction. The handling, maintaining, tending, thereof.

The use of temporary lighting for the purpose of laborers work, the setting up, handling, maintaining and tending thereof.

Striping and Marking

Striping and marking of all pavements. The layout, cleaning and the actual application of all striping and marking when done by hand or machine shall be the work of laborers, except when a truck-mounted machine is used, the laborers shall assist the operation by supplying and remain doing layout, cleaning, flagging and all phases prior to and during application.

Maintenance and Service

Maintenance and service of equipment and tools of the trade, the fueling and everyday maintenance thereof.

Waterproofing, Vapor Barriers, Moisture Barriers, Insulation, etc.

Unloading, handling, applying and/or installing all types of waterproofing on footings, foundation walls, pits and other such areas below finished grade. The unloading, handling, placing, laying and/or installing of all types of vapor and moisture barriers, including but not limited to polyethylene, below finished grade and on all sub-grade earth. The unloading, handling, setting, placing and/or installing of all types of insulation, including but not limited to styrofoam and urethane, on footings, foundation walls, pits and all areas below grade including placing and/or installing all types of insulation in connection with masonry work whether above or below grade.

Area Practice

The work defined in this Agreement which is attached and specifically incorporated herein by reference, is as granted now or in the future to the Laborers' International Union of North America Local 17 and both

parties to this Agreement shall adhere to and abide by the said provisions, provided any such work assignment shall not be in conflict with existing area practices.

AGREEMENT

Local Union No. 17 Laborers International Union of North America

and

Construction Contractors Association of the Hudson Valley, Inc.

THIS AGREEMENT is made and entered into on this 1st day of June 2003, by and between the CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC., acting for and on behalf of its employer members (hereinafter collectively referred to as the "Association" or "Employer") as well as the independent employers signatory hereto and hereinafter referred to as the "Employer" and the EASTERN NEW YORK STATE LABORERS" DISTRICT COUNCIL and its affiliated LOCAL UNION NO. 17 (hereinafter collectively referred to as the "Union"). Local 17 of the Laborers International Union of North America has its principal office at 451A Little Britain Road, Newburgh, New York 12550 with counties covered to include Orange, Ulster, Sullivan, Otsego, the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport in Delaware County, Townships of Columbus, Sherburne and New Berlin in Chenango County and the Township of Catskill in Greene County. For asbestos, toxic, hazardous waste and lead abatement include Dutchess County, Townships of Greenport, Claverack,

Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Copake, Ancram, City of Hudson in Columbia County.

WHEREAS, the employer and the union desire to establish a mutually satisfactory and proper collective bargaining relationship and to provide for the amicable and cooperative settlement of all questions arising out of the employment relationship between the employer and the union and its members relating to the employer's construction work. It is understood that this Agreement applies to building construction which is defined to be all work in the area inside the building line, it being further understood that this Agreement does not cover residential construction. Such construction work is covered by a separate agreement between the parties.

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

**RECOGNITION
ARTICLE 1**

(a) The Employer hereby recognizes and acknowledges the Eastern New York Laborers' District Council and its affiliated Local Union No. 17 as the exclusive representative of all employees performing laborers' work in the classification and categories covered by this Agreement for the purposes of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended. The union and the Eastern New York Laborers' District Council recognize the association as sole bargaining agent for its members who have designated the association as their bargaining representative. This agreement includes

all new construction, replacement, rehabilitation, renovation, resurfacing and maintenance. This collective bargaining agreement also covers the scope of work negotiated under any International Agreement.

(b) The union agrees that in the event that terms and conditions other than those specified in this building construction Agreement are granted to any employer or employers, employers signatory to this building construction Agreement shall automatically have the right to operate under the terms and conditions so granted when applicable. Any dispute as to the interpretation or application of this clause shall be settled under arbitration procedures as contained in this Agreement.

(c) The wage rate and fringe benefits stipulated in this Agreement shall be the minimum rates to be paid by any employer or accepted by any employee covered by the terms of this Agreement.

UNION SECURITY ARTICLE 2

All present employees who are members of the Union on the effective day of this Agreement shall as a condition of employment maintain their membership in the Union. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of their employment after the seventh (7th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this Article shall, upon request of the Union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the Union.

(a) If he has reasonable ground for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or:

(b) If he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

**NON-DISCRIMINATION
ARTICLE 3**

In accordance with the applicable federal and New York State laws, executive orders, rules and regulations promulgated by government agencies and concerned with the problem of discrimination, it is agreed that the employer and the union will not discriminate against any employee, member, applicant for employment or membership because of race, creed, color, national origin, sex or age.

**TRADE JURISDICTION
ARTICLE 4**

(a) The employer agrees to recognize the jurisdiction of the Laborers' International Union of North American (see "Jurisdiction,") and jurisdiction established by agreements with other crafts and international unions.

(b) Disputes concerning jurisdiction shall not be subject to the grievance and arbitration procedures otherwise provided in this Agreement.

SIGNATORIES
ARTICLE 5

- (a) The union agrees that each and every employer not a member of the Construction Contractors Association of the Hudson Valley, Inc. shall sign this collective agreement except those employers having national agreement with the Laborers International Union of North America. Such national contractors shall furnish the union with a written statement binding them to all the terms and conditions of this agreement between Laborers Local No. 17 and the Construction Contractors Association of the Hudson Valley, Inc. prior to the employment of Laborers.
- (b) Each employer agrees to meet with the authorized representative of the union prior to becoming signatory to this Agreement.

WORKING FOREMAN
ARTICLE 6

- (a) A working foreman shall be employed to supervise the work of a gang that consists of four (4) or more men. Every foreman of a gang of eight (8) or more men shall be a non-laboring foreman. No more than fifteen (15) men shall be under the direct supervision of a non-laboring foreman.
- (b) On every job lasting more than five (5) days, each foreman employed on the job shall receive a minimum of forty (40) hours of pay each payroll week, regardless of the number of days in any particular week after the first five (5) days worked by such foreman except when all laborers activity ceases on job or when a particular operation requiring a foreman is completed and has no further employment available at that particular time. If foremen are recalled within that particular payroll week of layoff, they shall receive the forty (40) hour guarantee.

- (c) The minimum guaranteed hours mentioned above shall also apply when an observed holiday falls within the work-week.
- (d) The members of each gang shall be given orders only by the foreman of the gang. The foreman shall receive orders only from the employer or from a person specifically designated for that purpose by the employer.
- (e) Foreman shall receive Premium Rate.
- (f) General Foreman shall receive \$1.00 per hour more than the Foreman's Rate.
- (g) Environmental Foreman shall receive \$1.00 per hour above the Premium Rate.

**DISCHARGE
ARTICLE 7**

- (a) No employee shall be discharged except for just cause.
- (b) An employee discharged from any job shall be paid all wages and benefit vouchers due to him by the end of his shift. A grace period of seven days shall be given in regards to vouchers on lay-off only. Failure to issue vouchers on pay day lay-off shall result in a 2 hours per day addition in benefit vouchers to be paid to said employee.

**WORK-DAY-WORK WEEK
ARTICLE 8**

(a) The regular work week shall be 40 hours from Monday through Friday. 8 hours between the hours of 6:00 am and 4:30 pm shall constitute the regular work day with ½ hour to be allowed for lunch prior to the 6th hour of work but not later than 1:00 pm. Saturday will be a make-up day due to inclement weather during the work week to fulfill the 40 hour work week. The Saturday make-up day shall be no less than 8 hours work or pay, except for inclement weather conditions. All Saturdays shall be paid as per Article 11. Saturday make-up day shall not be mandatory for Laborers and in no way shall they be discriminated against for not doing so. Where job conditions warrant, a 4 day, 10 hour per work day can be established without penalty. When a 4 day, 10 hour per work day is established the work week shall be Monday to Thursday with the make-up day on Friday. The above conditions must meet all state and federal guidelines provided necessary changes in the following terms and conditions are agreed to by the Business Manager of Local 17 and each employer for a duration which shall be agreed to, whether prime or subcontractor, with reference to:

Article 6(b)

Article 9

Article 10A

Article 11

(b) Except as noted in Article 8, 9 and 11, no work shall be done between the hours of quitting time Friday and 12:01 a.m. Monday except upon request of the employer stating the number of employees to work and with the approval of the Business Manager.

(c) When laborers are required to work during their specified lunch period, they shall be paid at the overtime rate and allowed twenty minutes with pay to eat their lunch. The specified lunch period shall be within the first five (5) hours of work.

(d) 8:00 a.m. shall be recognized starting time except that by mutual consent of the Business Manager and the employer, starting time may be changed due to job conditions, extreme heat or convenience of the employees.

SHIFT WORK
ARTICLE 9

(a) It is understood that on all renovation, repair and alteration work that requires a single shift outside of the normal working hours herein specified, such time worked up to eight hours shall be at straight time rate. On such work, overtime shall be provided in Article 11. It is understood and agreed that men employed on this type of work shall not be employed on other construction during the regular working hours.

(b) On shift work the straight time work-week shall be considered to start with 12:01 a.m. on Monday and end 12:00 midnight Friday. Overtime on shift work shall be provided in Article 11.

(c) The day shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours pay.

(d) The evening shift shall work a seven and one-half (7-1/2) hour shift between the hours of 4:00 p.m. and 12:00 a.m. Midnight and the Midnight shift between 12:00 a.m. and 8:00 a.m. For work on these shifts men shall receive nine (9) hours pay for seven and one-half (7-1/2) hours work.

(e) When no designated lunch period has been provided wherein all work shall be suspended, each workman shall be entitled to sufficient time to eat his lunch.

(f) All workmen employed on Saturdays, Sundays, and holidays, shall be guaranteed a full shift period. Compensation for work performed on these shifts shall be as follows:

Day shift Saturday (8:00 a.m. - 4:30 p.m.) at time and one-half; Day shift Sunday and holidays (8:00 a.m. - 4:30 p.m.) at double time; Evening and Midnight shifts, Saturday, for full seven and one-half (7-1/2) hour shift, employees shall be paid for thirteen (13) straight time hours; Evening and Midnight shifts, Sundays and Holidays, for full seven and one-half (7-1/2) shift, employees shall be paid for seventeen (17) straight time hours.

(g) No more than one shift shall be employed on any job without an agreement first being reached by the employer with the Union in respect to the hours of work and the rates of pay to be applicable to such additional shift or shifts desired by the employer.

(h) A minimum of five (5) consecutive work days shall constitute a shift.

REPORTING TIME ARTICLE 10

(a) Two (2) hours pay minimum shall be paid to employees reporting to work and being prevented from working for any reason whatsoever, provided they remain on the job site during the first two (2) hours. After 2 hours shape up, additional hours of shape up will be paid when the contractor requests the employee to remain and no work is performed. If employees start work, they shall receive no less than

eight (8) hours pay, except for inclement weather conditions.. The following Shape Up and Work Day shall be as follows: for inclement weather conditions - 2 hours Shape Up, 4 hours if started, actual hours worked after lunch excluding overtime.

(b) An employer may waive the shape up clause by calling the employee in person any time prior to two (2) hours before start of a given work day.

(c) Shape-up time on Saturdays shall be paid at time and one-half and on Sundays and holidays at the double time rate.

**OVERTIME
ARTICLE 11**

(a) Employees shall be paid at the rate of time and one-half for all overtime worked Monday through Friday and for a single shift on Saturday. Double time shall be paid for all time on Sundays and holidays.

(b) On single shift work all Saturdays, Sundays and holidays shall be deemed to start at 12:01 a.m. of the Saturday, Sunday or holiday and continue for twenty-four (24) hours.

**HOLIDAYS
ARTICLE 12**

(a) The following holidays shall be observed, but not paid unless worked:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) Except the holiday provisions set forth above, it is agreed that if the laborers lose work by the observance of other holidays by other crafts, then the laborers shall be compensated for such lost time at the rate of a full day's pay.

(c) Election Day shall be observed in accordance with the New York State Law.

(d) When above holidays fall on Saturday, holiday shall be observed Friday. When above holidays fall on Sunday, holiday shall be observed Monday.

PAYMENT OF WAGES ARTICLE 13

The employer shall pay the employees their wages in U.S. Currency except where it is agreed by the union and the employer to pay by check, at or the end of shift on the specified pay day of each week.

Accompanying each payment of wages shall be separate statement

showing the total earnings, the amount, purpose of each deduction, and net wages. Any employer failing

to pay the men on the specified day and hour shall pay the men waiting time at the rate of

double time, but not to exceed two (2) hours double time for each twenty-four (24) hour period.

WAGE RATE SCHEDULE & CLASSIFICATIONS ARTICLE 14

(a) The rate of wages paid to employees for all classifications shall be in accordance with the wage rate schedule, Article 15. In the event that the employee is shifted from one job to an other, he shall be paid at the highest rate for a minimum of (4) hours. After (4) hours, he shall be paid at the highest rate for the day including overtime.

(b) Drilled caisson work (in free air) shall be referred to the Shaft & Tunnel Contract. Rate for caisson worker shall be the same as the shaft worker in the Shaft & Tunnel Contract.

(c) Any classifications not listed will be subject to conference on the prevailing conditions of employment.

**WAGE RATE SCHEDULE
ZONE A**

Entire Counties of Orange, Ulster, Sullivan, Townships of Andes, Bovina, Middletown, Roxbury, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright and Stamford in Delaware County, Township of Catskill in Greene County. For asbestos, lead, toxic and hazardous waste abatement include the County of Dutchess, Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson in Columbia County.

<u>ZONE A</u>	<u>6-1-03</u>	<u>6-1-04</u>	<u>6-1-05</u>	<u>6-1-06</u>
General Rate Class 1	\$24.30	\$25.00	\$25.65	*\$25.65
Intermediate Rate Class 2	26.10	26.80	27.45	*27.45
Premium Rate Class 3	28.85	29.55	30.20	*30.20
Health Benefit Fund	3.90	4.00	4.20	*4.20
Pension Fund	4.75	5.00	5.25	*5.25
Training Program	1.00	1.05	1.05	*1.05
L.E.C.E.T.	.15	.20	.20	*.20
Annuity	2.10	2.45	2.75	*2.75
L.O.F.	.15	.20	.20	*.20
S.U.F.	.15	.30	.60	*.60
I.A.F.	.35	.35	.35	.35
Working Dues Deduction	-1.25	-1.25	-1.25	-1.25
District Council Deduction	-.15	-.15	-.15	-.15
LPL/PAC Deduction	-.10	-.10	-.10	-.10

L.E.C.E.T. - Laborers Employers Cooperation & Education Trust

L.O.F. - Laborers Organizing Fund

S.U.F. - Supplemental Unemployment Fund

I.A.F. - Industry Advancement Fund

L.P.L./P.A.C. - Laborers Political League/Political Action Committee

*Additional \$1.70 to be allocated 6/1/06.

**WAGE RATE SCHEDULE
ZONE B**

Entire County of Otsego. The Townships of Columbus, New Berlin, and Sherburne in Chaenango County.

<u>ZONE B</u>	<u>6-1-03</u>	<u>6-1-04</u>	<u>6-1-05</u>	<u>6-1-06</u>
General Rate Class 1	\$17.50	\$18.55	\$19.40	*\$19.40
Intermediate Rate Class 2	17.90	18.95	19.80	*19.80
Premium Rate Class 3	19.70	20.75	21.60	*21.60
Health Fund	3.90	4.00	4.20	*4.20
Pension Fund	4.75	5.00	5.25	*5.25
Training Fund	.25	.30	.30	*.30
L.E.C.E.T.	.15	.15	.20	*.20
Annuity	1.50	1.75	2.00	*2.00
L.O.F.	.15	.20	.20	*.20
S.U.F.	.15	.30	.60	*.60
I.A.F.	.15	.15	.15	.15
Working Dues Deduction	-.70	-.75	-.80	-.80
District Council Deduction	-.15	-.15	-.15	-.15
L.P.L./P.A.C. Deduction	-.10	-.10	-.10	-.10

L.E.C.E.T. - Laborers Employers Cooperation & Education Trust.

L.O.F. – Laborers Organizing Fund

S.U.F. – Supplemental Unemployment Fund

I.A.F. - Industry Advancement Fund

LPL/PAC - Laborers' Political League/ Political Action Committee.

*Additional \$1.90 to be allocated 6/1/06.

**BUILDING
WAGE RATE CLASSIFICATIONS
ZONE A and ZONE B**

GENERAL RATE CLASS 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender, well points, vehicle spotter, artificial turf, air chipping hammer, acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling, demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile setter, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll-Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, non-metallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, pre-stressed and pre-cast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian striping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding, *asbestos abatement work, *lead abatement work, *toxic and hazardous waste related work. *When protective equipment and clothing are NOT required.

INTERMEDIATE RATE CLASS 2: Forklift for masonry purposes, and Shop Stewards with less than 20 laborers.

PREMIUM RATE CLASS 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work. Shop Stewards with 20 or more laborers. Foreman.

**APPRENTICESHIP RATES
ARTICLE 15**

<u>ZONE A</u>	<u>6-1-03</u>	<u>6-1-04</u>	<u>6-1-05</u>	<u>6-1-06</u>
1st Year (1-1000 hrs)	\$15.51	\$16.09	\$16.61	*\$16.61
2nd Year (1001-2000 hrs)	18.33	19.01	19.63	*19.63
3rd Year (2001-3000 hrs)	21.15	21.94	22.65	*22.65
4th Year (3001-4000 hrs)	23.97	24.86	25.67	*25.67
Health Fund	3.90	4.00	4.20	*4.20
Pension Fund	4.75	5.00	5.25	*5.25
Training Fund	1.00	1.05	1.05	*1.05
L.E.C.E.T.	.15	.20	.20	*.20
L.O.F.	.15	.20	.20	*.20
S.U.F.	.15	.30	.60	*.60
I.A.F.	.35	.35	.35	.35
Working Dues Deduction	-1.25	-1.25	-1.25	-1.25
District Council Dues Deduction	-.15	-.15	-.15	-.15
LPL/PAC Deduction	-.10	-.10	-.10	-.10

ZONE B

1st Year (1-1000 hrs)	\$10.67	\$11.39	\$11.99	*\$11.99
2nd Year (1001-2000 hrs)	12.61	13.46	14.17	*14.17
3rd Year (2001-3000 hrs)	14.55	15.53	16.35	*16.35
4th Year (3001-4000 hrs)	16.49	17.60	18.53	*18.53
Health Fund	3.90	4.00	4.20	*4.20
Pension Fund	4.75	5.00	5.25	*5.25
Training Fund	.25	.30	.30	*.30
L.E.C.E.T.	.15	.15	.20	*.20
L.O.F.	.15	.20	.20	*.20
S.U.F.	.15	.30	.60	*.60
I.A.F.	.15	.15	.15	.15
Working Dues Deduction	-.70	-.75	-.80	-.80
District Council Dues Deduction	-.15	-.15	-.15	-.15
LPL/PAC Deduction	-.10	-.10	-.10	-.10

*\$1.70 per hour to be allocated for either Wages, Health, Pension, Training, LECET, L.O.F. or S.U.F. effective 6-1-06.

****\$1.90 per hour to be allocated for either Wages, Health, Pension, Training, L.E.C.E.T., L.O.F., or S.U.F. effective 6-1-06.**

**WATCHMEN AND SECURITY GUARDS
ARTICLE 16**

	<u>6-1-03</u>	<u>6-1-04</u>	<u>6-1-05</u>	<u>6-1-06</u>
Rate	\$13.00	\$14.00	\$14.50	*\$15.00
Health Fund	3.90	3.90	3.90	*3.90
Pension Fund	4.75	4.75	4.75	*4.75
Industry Advancement Fund	.10	.10	.10	.10
Training Program	.25	.25	.25	.25
Working Dues Deduction	- .40	- .40	- .40	- .40

* \$1.20 to be allocated to either the Wages, Health Fund or Pension Fund effective 6-1-06.

- (a) Watchmen and Security Guards are to remain on the job at all times, including during labor disputes at the discretion of the employer.
- (b) Watchmen and Security Guards shall not be included in the labor force nor be considered as covered by the conditions applying to the normal work force.
- (c) Watchmen and Security Guards shall be paid at the rate set in above schedule per hour up to forty (40) hours and shall be paid at the rate of time and one-half (1-1/2) for any time worked over forty (40) hours. Welfare, Pension, Training, Working dues shall be paid for all hours worked.

**WORKING CONDITIONS
ARTICLE 17**

- (a) Where wagon, air track, hydraulic, joy or jib drills and similar type drills are being used, there shall be a helper to each drill operator at all times.

- (b) When laborers work is required, there shall be a laborer or laborers at all times while cement finishers, bricklayers, or other building trades mechanics are working on all jobs, including overtime.
- (c) The work of pit men and dump men shall be performed by laborers.
- (d) All pumps up to 4" shall be the work of the laborer. Laborers shall assist on all pumps 4" and over.
- (e) There shall be one coffee break each workday, in the A.M. period. A time of ten (10) minutes for the break shall be granted, and all men shall remain at their station of work. The employer and the union shall agree on the method of obtaining coffee or beverages. A P.M. coffee break will not be denied while working with another trade that receives a P.M. break.
- (f) When dumping concrete from centralized mix concrete trucks such as dump crete or similar type trucks, the operation of the levers from the ground shall be done by laborers whenever more than one person is required.
- (g) The Union must be given 48 hours advance notice from the Employer when men with special skills are required.
- (h) Temporary off-site gravel or material pits, the material from which is to be used exclusively for a particular project covered by this agreement, shall be operated under the terms of this agreement, when the pit is owned, leased, operated or under the control of the General Contractor or another corporation or company of which the majority ownership is held by the General Contractor or its majority owner or owners.
- (i) When men are required to work in water over waist depth or under other extreme conditions, wages and conditions shall be negotiated by the Business Manager and Employer.

(j) The Employer may use pick-ups, panel or station wagons, passenger cars and other similar non-productive vehicles for transporting personnel, hand tools, machinery or equipment used under the jurisdiction claimed by Laborers Local 17.

(k) Work in conditions when personal protective equipment is required for respiratory, skin and eye protection, the laborers and foremen shall receive an additional sixty-five cents (65 cents) per hour in addition to his regular rate of pay.

PROTECTIVE WORK GEAR AND TOOLS
ARTICLE 18

The employer shall furnish to the employees covered by this agreement, free of any charges to them, all tools, instruments and appliances for the purpose of their work. The union shall instruct laborers that such equipment is the property of the employer and it should be kept readily available at all times and returned to the employer at the termination of employment. The employee is responsible to provide the following: inclement weather gear, boots, gloves, hammer belt and holder and measuring device (ruler).

SAFETY, SANITATION
ARTICLE 19

(a) The employer and the union agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment to the end that the health, safety and welfare of the men working on the job may be adequately and properly promoted and protected and the execution of the work efficiently carried on. The contractor shall have

the final responsibility for a safe work place. The competent person is the sole responsibility of the contractor and the contractor shall hold the union harmless.

(b) The employer shall provide suitable and sufficient buildings with heat, proper sanitary facilities and drinking water pursuant to the Occupational Safety and Health Act of 1970. The competent person requirement by the contractor or agency is the sole responsibility of the contractor. The contractor shall hold the union harmless as to selection of competent union person.

(c) If an employee is injured at work, he shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If the doctor certifies that said employee is unable to return to work the day of the injury, the injured employee shall be paid full wages and wage supplements for the balance of that working day.

LABORER STEWARD ARTICLE 20

The General Contractor, Prime Contractor and Sub-Contractor, as an Employer, recognize the right of the Union to appoint one of its members to act as Laborer Steward on the General Contractor, Prime Contractor or Sub-Contractor's payroll immediately upon the commencement of any labor activity on the job by the General Contractor, Prime Contractor or any Sub-Contractors, which are covered under this Agreement. The said Steward shall remain employed on such job despite any layoff until the completion of all labor activity on the job by the General Contractor or his subcontractors which are covered by this Agreement.

(a) The Steward(s) shall be paid during any winter shut-downs whenever there is any labor activity on the job covered under this Agreement with the exception of the Watchmen. This provision with regard to completion of jobs shall be determined by the representative of the Union and the Employer.

(b) The Laborer Steward shall be recognized by the Employer. Laborer Steward shall have a reasonable amount of time, with pay, during working hours, to perform his duties as Laborer Steward. Laborer Stewards shall not be discriminated against by the Employer for performing their duties. The Laborer Steward shall be given preference of all available employment (hours and job assignment) and shall be the last man laid off. It shall be the duty of the Laborer Steward to decide jointly with supervision on all questions pertaining to inclement weather.

(c) To carry out these duties the Laborer Steward is to be on the job at all times when any laborers are working or laborers' work is being done, including overtime and until the job is complete, he shall be the last laborer on the job. No laborer in the unit shall be required to work on the job unless the Laborer Steward is notified and given the opportunity to be present.

(d) The subcontractor shall compensate the Laborer Steward for all hours worked on jobs that are in excess of the hours worked by the General Contractors provided the Union has not appointed a Steward with the subcontractor.

(e) Laborer Steward shall be notified prior to any hiring or layoff.

(f) Whenever shift work is agreed upon by the Employer and the Union, the Business Manager (Union) shall have the right to appoint a steward on each shift as he deems necessary.

(g) Laborer Steward shall receive rate of pay as per rate schedule.

(h) Laborer Steward shall be entitled to Premium Rate Class 3 if subcontractors of the prime or general trades contractor are performing work under Heavy, Highway & Tunnel Agreement.

**BUSINESS MANAGER
ARTICLE 21**

The Business Manager or other duly authorized representatives of the union shall be permitted to visit the job at all times for the following purpose:

To investigate the working conditions on the job, to ascertain whether the provisions of the agreement are being fully complied with, to investigate grievances, and to confer with the employer in reference to employer-employee relations.

**NO STRIKE, NO LOCKOUT
ARTICLE 22**

(a) It is mutually agreed that there shall be no strikes or lockouts, subject to the terms of this agreement, until all efforts to adjust the dispute have failed, no employees shall be required to go through the legal picket line of any other union or to perform any work if a labor dispute exists between the employer and another labor organization; and any cessation of work by any individual by reason of any of the aforesaid, shall not be deemed or held a breach of this agreement.

(b) No provision contained in this agreement shall be construed as to prevent the union from removing its members from work in support of another craft against non-union conditions that may exist on any job or shop of the employer. However, the employer shall be notified of the intent to remove such members in

support of the other trades twenty-four (24) hours in advance, and such action shall be in accordance with procedures of the Building Trades Department of the AFL-CIO.

**GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE 23**

(a) In the event that any grievance, claim or dispute of any kind whatsoever arises between the parties hereto against the other, by reason, of or with respect to any of the provisions of this agreement, including any claim or violation or alleged violation or any provision contained in this agreement and

including any disagreement relating to the interpretation or application of this agreement, the parties hereto shall attempt to adjust the same by negotiation. If they are unable to adjust the same within forty-eight (48) hours after request for such adjustment has been made, then the said grievance, claim or dispute shall be submitted to arbitration at any time thereafter, upon the request of either party as follows:

(b) The parties shall attempt to agree upon the selection of an arbitrator. If they fail, or are unable to agree upon an arbitrator within forty- eight (48) hours after the request to do so is made by either party, then either party upon notice to the other may apply to the New York State Board of Mediation for the appointment of an arbitrator. The decision of the arbitrator shall be final, binding and conclusive upon the parties hereto. The expense of the arbitrator shall be borne equally by the Employer and the Union.

(c) It is understood that the above arbitration provisions do not apply to disputes over jurisdictional work assignments.

**EMPLOYER INSURANCE
ARTICLE 24**

All provisions of the labor law of the State of New York and all other provisions of law and regulations including the obligation of the employer to provide necessary Workmen's Compensation, Social Security, Unemployment Insurance, New York State Disability Insurance, etc., are hereby incorporated in this agreement and made a part hereof, and the employer agrees to comply with and perform all such obligations imposed upon said employer.

**SUBCONTRACTS
ARTICLE 25**

(a) It is agreed that if an employer, whether a prime contractor, general contractor, construction manager or other category of contractor, sub-contracts jobsite work falling within the terms of this Agreement, provision will be made in each sub-contract for the compliance by said sub-contractor with the terms and conditions of employment, payment of wages, and payment of health and welfare, pension, training and Laborers Employers Cooperation & Education Trust contributions and wage supplements contained in this Agreement.

(b) In addition, and without relieving any obligations of the sub-contractor, an employer, whether a prime, general or other category of contractor, shall have a duty to ensure that all sub-contractors it retains or employs to perform work covered by this Agreement pay the benefit contributions and wage supplements as required by this Agreement. Accordingly, such employers hereby guarantee the payment of wages, benefit contributions and wage supplements and in the event that a sub-contractor to the

employer defaults in such payments to or on behalf of any employee covered under the terms and conditions of this Agreement the employer shall make payment of all such unpaid wages, benefit contributions and wage supplements owed to or on behalf of its sub-contractors' employees within 30 days following receipt of written notice from the union or the Funds Trustees' representative. The employer further agrees that it shall notify the Funds Trustees' representative in writing 14 days prior to final payment by the employer to the sub-contractor to enable the Funds to determine if a wage or benefit delinquency exists by the sub-contractor. Such provisions shall be included in each and every sub-contract for work falling within the terms of this Agreement.

(c) Subcontractors shall become signatory to this Agreement prior to the start of any work.

**INDUSTRY ADVANCEMENT FUND
ARTICLE 26**

(a) The employer shall contribute as per Agreement for each hour worked for employees performing work covered by this agreement to the Industry Advancement Fund.

(b) The activities to be financed by the industry advancement fund may include but shall not be limited to the following: Safety and accident prevention; training; journeymen upgrading; educational programs; public relations; industry relations; management expenses in connection with collective bargaining and labor relations; maintenance of grievance and arbitration procedures; management costs of participating in joint training and journeymen upgrading health, welfare and pension programs; research into new methods and materials; standardization of contracts and specifications; disaster relief and civilian defense.

(c) The Board of Directors of the association shall solely and exclusively administer the operation of the industry advancement fund. The Board of Directors shall have all such rights and powers as the members thereof shall deem necessary and proper to effectively and efficiently carry out the objectives and purposes of any programs established under the fund. The Board of Directors shall also have exclusive authority to interpret each and every provision of this agreement in the administration of the fund, provided, however, that under no circumstances shall the assets of the fund be used to carry on any activities expressly prohibited under section (e) of this agreement. The Board of Directors shall have authority to direct the disbursement of the funds' assets in any amounts, to foster, advance, and promote the objectives and purposes of the fund, and on behalf of the association, to take whatever legal or other action may be deemed necessary either to protect the assets of the fund, and/or to enforce any and all provisions of this agreement.

(d) The Board of Directors is authorized to engage such assistance, in the form of secretarial personnel, investment counselors, experts, legal and accounting services, etc., as it may deem necessary and proper for carrying out the fund's objectives and purposes. The Board of Directors shall further have authority to invest and reinvest the assets of the fund in any legal manner.

(e) Anything herein contained to the contrary notwithstanding there is specifically excluded from the purposes of the industry advancement fund the right to use any of its assets for lobbying in support of anti-labor legislation and/or subsidize contractors on labor during a period or periods of work stoppages, strikes and lockouts. None of the provisions of this article shall operate to prohibit any communications from the association to its members at any time, or to prohibit the expression by such of the associations;

representatives as may be paid with the monies of the industry advancement fund of any position of the association or its members in collective bargaining or in negotiations or any matter affecting wages or conditions of employment of the members of Laborers Local No. 17.

(f) The industry advancement fund shall be administered in accordance with existing federal and state laws and regulations pertaining thereto, and also with any subsequently enacted legislation applicable thereto.

(g) Upon termination of payments allocable to the industry advancement fund for any reason, the assets of the industry advancement fund shall not be distributed among any employers, or to the Union, but shall be held by the association, which shall continue to administer and expand such assets for the purposes, and subject to the conditions set forth in this article.

**HEALTH, PENSION, TRAINING/EDUCATIONAL,
L.E.C.E.T., L.O.F., S.U.F. AND ANNUITY FUNDS
ARTICLE 27**

(a) **Health Benefit Fund** -- The Employer shall contribute a sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Health Fund, known as the "Laborers Local No. 17 Health Fund", which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated April 15, 1952 to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein as though fully set forth.

(b) **Pension Fund** -- The Employer shall contribute a sum as specified in "Wage Rate Schedule" for all employees covered by the Agreement, to a Pension Fund, known as the "Laborers Local No. 17 Pension

Fund" which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 14, 1964, to which agreement this Employer is automatically bound, and which said agreement, as modified, is incorporated herein as though fully set forth.

(c) With respect the Health Fund and Pension Funds, it is understood and agreed that the union shall be deemed to be a contributor.

(d) **Training/Educational Fund** -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Training/Educational Fund, known as the "Laborers Local No. 17 Training/ Educational Fund," which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 1, 1981 to which Agreement this Employer is automatically bound, and which said Agreement, as modified is incorporated herein as though fully set forth.

(e) **Laborers-Employers Cooperation & Educational Trust Fund.** The employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a L.E.C.E.T. Fund, known as the "Laborers-Employers Cooperation & Educational Trust", which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 1, 1990, to which agreement this employer is automatically bound, and which said agreement is incorporated herein as though fully set forth.

(f) **S.U.F. Fund** -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Supplemental Unemployment Trust Fund, known as

“Laborers Local 17 S.U.F.” which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 1, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

(g) **L.O.F. Fund** -- The Employer shall contribute a weekly sum as specified as specified in “Wage Rate Schedule” for all employees covered by the Agreement, to a Laborers’ Organizing Trust Fund, known as “Laborers Local 17 L.O.F.” which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 2, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

(h) The Employer agrees to purchase, vouchers to cover contributions to the health benefit, pension, training/educational, L.E.C.E.T. annuity, working dues, and L.P.L./P.A.C. The Employer shall issue the proper amount of vouchers to each employee equal in value to the total due that week. One (1) voucher per hour will be issue for all straight time hours, all overtime hours, all shape time hours, and all holiday hours not worked. For holidays worked, one (1) additional voucher will be issued for each hour worked. The employees shall receive the vouchers in an envelope each payday. The voucher purchasing order will indicate where the vouchers are to be purchased. For additional information you may contact the Benefit Fund Office at (914) 565-6878. Vouchers will be numbered serially for each year of issue. They shall be registered in the name of the purchasing Employer.

(i) It is understood that the Union shall refuse to furnish employees to any Employer until there is satisfactory evidence that the Employer has purchased the vouchers. Such refusal by the Union shall not be deemed a breach of this Agreement.

(j) An employee discharged or laid off from any job shall be paid all wages and benefit vouchers due to him at the end of his shift. A grace period of seven (7) days shall be given in regard to vouchers on lay-off only. After seven days, failure to issue vouchers on lay-off shall result in a two (2) hour per day addition in benefit voucher to be paid to said employee.

(k) **Annuity Fund** -- The Employers agrees to abide by and comply with the Trust Agreement, Plan, Rules and Regulations of the Laborers Local 17 Annuity Fund as adopted and as the same may be amended from time to time. The aforesaid Trust Agreement, Plan, Rules and Regulations are hereby incorporated in this agreement by reference as fully set forth.

For the period beginning June 1, 2000, the Employer shall contribute to the Annuity Fund the amount set forth in Article 14 for each hour worked, including overtime and holiday hours paid.

Benefits may be extended to Employees and paid officers of the Union, and Employees of the Laborers Local 17 Annuity Fund, provided that contributions are paid on the same basis as other Employees on behalf of such persons by the Union and Annuity Fund.

**PROVISIONS APPLICABLE TO FUNDS
ARTICLE 28**

(a) With respect to the Health, Pension and Annuity Funds, it is understood and agreed that the Union shall be deemed to be a contributor.

(b) The Employer agrees to purchase, in advance, vouchers to cover contributions to the Health & Welfare, Pension, Training and Education, Laborers Employers Cooperation & Education Trust and Industry advancement Funds and deductions for savings plan, Laborers Political League/Political Action Committee and working dues. The Employer shall issue the proper amount of vouchers to each employee equal in value to the total due that week based upon hours worked in that week or pay period. The Employees shall receive the vouchers in an envelope for each payroll week. The Voucher Order will indicate where the vouchers are to be purchased. For additional information you may contact the Benefit Fund office at (845) 565-6878. Vouchers will be numbered serially. They shall be registered in the name of the purchasing employer.

(c) It is understood that the Union shall refuse to furnish men to any employer until there is satisfactory evidence that the Employer has purchased the vouchers. Such refusal by the Union shall not be deemed a breach of this Agreement.

**BENEFIT REPORTING FORMS
ARTICLE 29**

- (a) Each employer shall furnish the Local 17 Benefit Fund Office with periodic reports as required by the Fund showing names, social security numbers, hours worked and location of job by each employer performing work covered by this Agreement.
- (b) Sub-contractors covered by Article 25 shall furnish reports on a monthly basis.
- (c) In the event that no workers are employed during a report period, a negative and/or final report shall be filed.
- (d) Report forms are to be furnished by the Fund Office.

**WORKING DUES - CHECK-OFF
ARTICLE 30**

- (a) The employer shall deduct as per wage rate schedule for each hour worked including shape up for employees covered by this agreement for a working dues check-off.
- (b) No deduction shall be made for the Working Dues for any such employee unless the Employee had deposited with the Employer a copy of an executed authorization form which shall in no event be irrevocable for a period of more than one year or the termination date of this Agreement, whichever shall be the less. Executed copies of the authorization cards will be kept on file by the Union.
- (c) The employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is a duty and obligation of the Union.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon authorization cards furnished by the Employees and/or Union.

**LABORERS' POLITICAL LEAGUE (L.P.L.) AND LOCAL
POLITICAL ACTION COMMITTEE (P.A.C.) CHECK-OFF
ARTICLE 31**

(a) The Employer shall deduct a sum as specified in "Wage Rate Schedule" for each hour worked including shape up for employees covered by this Agreement for the New York State Laborers Political Action Committee (N.Y.S.P.A.C.) and Laborers Local 17, Political Action Committee (P.A.C.), 50% will go to New York State Laborers P.A.C. and 50% will go to Laborers Local 17 P.A.C.

(b) No deduction shall be made for L.P.L. and P.A.C. for any such employee unless the Employee has deposited with the Employer a copy of an executed authorization form which shall in no event be irrecoverable for a period of more than one year or the termination date of this Agreement, whichever shall be the less. Executed copies of the authorization cards will be kept on file by the Union.

(c) The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the duty and obligation of the Union.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon authorization cards furnished by the Employees and/or Union.

(e) In the event an employee refuses to sign an authorization form for the L.P.L./ P.A.C., the union shall give the employer written notice of such refusal when the employee is referred to work.

**PRE-JOB CONFERENCE
ARTICLE 32**

There shall be a pre-job conference. The Employer agrees to meet with the Union for a pre-job conference prior to commencement of any work on the subject project and the same shall apply to any and all sub-contractors.

**AUDIT PROVISIONS
ARTICLE 33**

(a) The books and records of each employer bound by this agreement pertinent to employment of employees covered by this agreement shall be made available at all reasonable times for inspection at the office of the contractor and audited by the accountants of the Health & Welfare, Pension, Training, Laborers Employers Cooperation & Education Trust or Savings Funds including without limitation, payroll records, W2 forms, New York State employment reports, social security reports, insurance company reports, all supporting checks, ledgers, vouchers and any other items concerning payroll. Inspection shall be restricted to verification of payments made and/or due to the funds as here-in-before mentioned. Cost of inspection shall be borne by the respective funds involved. If the employer is delinquent he shall bear full cost of inspection and audit.

(b) It is understood and agreed that the association signatory to this agreement shall not be responsible, legally or otherwise, for any delinquents, defaults or violations of this article on the part of its individual members.

(c) The Union will provide the Construction Contractors Association of the Hudson Valley, Inc. with a signed copy of this agreement with any employer who is not a member of the Association.

(d) The Trustees shall have the power to require any employer and an employer, when so required, shall furnish to the Trustees such information and reports as they may require in the performance of their duties under this Agreement and Declaration of Trust. The Trustees or any authorized agent or representative of the Trustees shall have the right, at all reasonable times during business hours, to enter upon the premises of employers to examine and copy such of the books, records, papers and reports of said employers as may be necessary to permit the Trustees to determine whether said employers are making full payment to the Trustees of the amounts required by the aforementioned Collective Bargaining Agreement. In addition to any remedies which the Union may have virtue of any provisions in any Collective Bargaining Agreement with the employer to enforce the payment of the employer contributions to the Fund, the Trustees shall have the power to require any employer who does not make proper and timely contributions as required by its Collective Bargaining Agreement to pay in addition to such contributions:

(1) Interest per annum on the amount due at one (1%) over the prime interest rate charges by the First National City Bank of New York City or its successors to substantial and responsible commercial

borrowers as of the date of the employer's default in contributions to the Fund provided, however, that such interest shall not be less than 6% per annum.

(2) Any expenses incurred in the auditing of such employer's books and records.

(3) Where legal action has been instituted, reasonable attorney's fees.

SAVINGS CLAUSE ARTICLE 34

It is mutually agreed that if the adoption of any State or Federal Legislation or regulation, or a decree of a court of competent jurisdiction, conflicts with or is contrary to or has any direct bearing upon any of the provisions of this agreement, negotiations will be opened to make the necessary adjustments in the agreement but the negotiations will be confined to changes in existing laws or regulations. Should any provision of this agreement be declared invalid, such declaration shall not invalidate the remaining portions of this agreement.

MANAGEMENT RIGHTS ARTICLE 35

Except as limited by provisions of this agreement, the direction of employees, including the making and enforcing of rules to assure orderly and efficient operations, the determination of employee competency, the right to hire, transfer, promote, demote, discharge, lay-off for lack of work, and the scheduling of work are rights vested exclusively in the employer.

The operation of the business including the introduction of new or improved methods and facilities, the determination of the amount of supervision necessary and the size and composition of work force and crews are rights vested exclusively in the employer. The rights set forth herein are not exclusive but merely indicate the type of matters or rights which belong to and are inherent to management

**SUBSTANCE ABUSE POLICY & PROGRAM
ARTICLE 36**

The Employers and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.

Alcoholism and drug dependency is recognized by medical, public health authorities, the employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as giving a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

The Employers and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among employee's represented by the Union.

A copy of the company substance abuse program shall be furnished to each employee at the time of employment. Employee's signature shall be proof of acknowledgement. Company agrees to provide a copy to the Union.

**DURATION OF AGREEMENT
ARTICLE 37**

All of the provisions, conditions and terms of this agreement shall be retroactive to the 1st day of June 2003 and shall expire on May 31, 2007. The agreement shall automatically be renewed from year to year thereafter unless modified or terminated by either party giving to the other party, not more than one hundred twenty (120) days nor less than sixty (60) days by certified mail with written notice prior to the next termination date, of its desire to modify or terminate this agreement. In the event this agreement is renewed it shall be deemed to contain all the terms and conditions of the next succeeding agreement between the Association and the Union.

**DURATION OF JOB BIDS, OLD AGREEMENT
ARTICLE 38**

(a) The parties agree that as a result of these negotiations any project or job having been awarded through the medium of bids under this contract that the hourly rates of pay contained in said contract dated June 1, 2003 - May 31, 2007 shall continue to prevail for a period effective December 31, 2003 at which time the rates of pay effective at that time shall prevail thru as contained herein.

(b) The six month bid duration clause above shall not apply in the following situations and the newly negotiated rates shall prevail effective June 1, 2003.

- (1) The Steward's hourly rate.
- (2) Health, Training, Pension, L.P.L./P.A.C., L.E.C.E.T., L.O.F., S.U.F., and Annuity contributions, etc.
- (3) Any conditions of improvement regarding employment as negotiated herein.

**BONDING & VOUCHER ESCROW DEPOSIT
ARTICLE 39**

The contractor must post a Surety Bond based upon the estimated highest month of benefit expense or a certified check equal to that amount or in lieu of a Surety Bond or certified check the contractor agrees to purchase in advance and leave on deposit at the Union Office a minimum of the estimated highest two weeks of benefit for the job. Upon completion of the job the vouchers less any outstanding benefit obligation will be returned to the contractor in the form of a refund. Bonding and Voucher Escrow Deposit will be strictly enforced if any given contractor fails to purchase and distribute vouchers by the 10th of the month from the month previous. If vouchers are not purchased by the 10th of the month, the Union has the right to refuse to furnish men to the employer until there is satisfactory evidence that the employer has purchased the vouchers or posted a surety bond. Such refusal to furnish men shall not be deemed a breach of this Agreement. The Union shall have the right to enforce all penalties and collection fees occurred within office or outside collection and attorney fees.

**APPRENTICE PROGRAM
ARTICLE 40**

(a) An Apprenticeship Program will be instituted based on the NYS Department of Labor requirements providing for one (1) apprentice to every three (3) journeymen. A Joint Apprentice Committee (JAC) consisting of representatives from the Union and the Employers will establish the rules and regulations for the apprenticeship program.

(b) The Union's obligation to provide apprentices is limited to the availability of persons participating in an approved apprenticeship program. Apprentices will be referred to contractors on a first come first referred basis.

Following completion of 4000 hours, full contract wages and benefits will be paid. All other conditions and terms of the agreement apply to apprentices.

(1) New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

(2) The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

(3) The Apprentice wage rates shall be posted under Article 15.

(4) The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

(5) The Employer shall pay an Apprentice the fringe benefit package as described in this contract.

(6) Entry into the apprenticeship program shall be controlled by the JATC, shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

(7) The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.

(8) The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

(9) An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with the experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as

the Employer is able to provide the necessary range of employment experience, the employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

(10) An apprentice shall not work on the jobsite unless supervised by a Journey Worker.

(11) An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

(12) The Union's obligation to provide apprentice is limited to the availability of persons participating in an approved apprenticeship program. Apprentices will be referred to contractors on a first come first referred basis.

(13) Following completion of 4000 hours full contract wages and benefits will be paid. All other conditions and terms of the agreement apply to apprentices.

WAGES AND BENEFITS ARTICLE 41

The payment of wages and the purchase of benefits negotiated by Local 17 and the Construction Contractors Association shall bind the party to the Current Collective Bargaining Agreement.

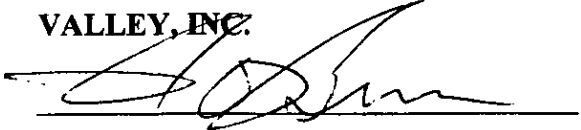
CONSTRUCTION MANAGERS ARTICLE 42

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general

contractor subject to the terms and conditions of this agreement, with respect to all jobsite work, including but not limited to, assuring that all work covered by this agreement is performed by contractors that are parties to a collective bargaining agreement with the Laborers, provided, however, this provision shall not apply to any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of subcontractors. The Employer recognizes that the Laborers, pursuant to the National Labor Relations Act has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or construction work or the selection of subcontractors.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 1st day of June 2003.

**CONSTRUCTION CONTRACTORS
ASSOCIATION OF THE HUDSON
VALLEY, INC.**



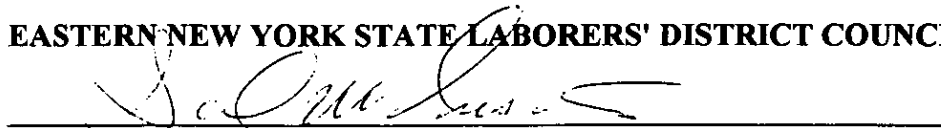
Executive Director
TITLE

LABORERS LOCAL 17



Business Manager
TITLE

EASTERN NEW YORK STATE LABORERS' DISTRICT COUNCIL



Business Manager
TITLE

**LABORERS LOCAL 17
BUILDING AGREEMENT**

It is herewith agreed that all the terms and conditions in this agreement attached hereto and effective June 1, 2003 and thereafter as hereinbefore specified are applicable to and are binding upon the Employer named below:

Name of Firm and Address: _____

Phone Number & Area Code _____

I do hereby acknowledge that I have received a copy of the Collective Bargaining Agreement between the Construction Contractors Association of the Hudson Valley, Inc. and Laborers Local No. 17 and agree for and on behalf of the Employer named above that said Employer will comply with all of the terms and provisions of this Agreement. I further certify that I am duly authorized by said Employer to execute and deliver this consent.

I, _____
Signature

Title

of, _____
Name of Company

Post Office Address and Zip Code

Area Code and Telephone Number/Fax Number

Signed: On this _____ day of _____

Laborers Local 17 Union Office:

451A Little Britain Road
Newburgh, New York 12550
Phone: (845) 565-2737
Fax: (845) 565-3099

Business Manager.....L. Todd Diorio
Field Representative.....Joseph R. Libonati
Field Representative.....Dean Tamburri
Field Representative.....Jeffrey T. Diorio
Organizer.....Richard Messina
Office Staff.....Lisa Argenio
Office Staff.....Nancy Belveduto

Laborers Local 17 Benefit Funds Office:

451B Little Britain Road
Newburgh, New York 12550
Phone: (845) 565-6878
Fax: (845) 565-5343

Fund Administrator.....Dan Jackson
Office Staff.....Kathy Servidio
Office Staff.....Barbara Jordan
Office Staff.....Virginia Hendry
Office Staff.....Gina Justino

Laborers Local 17 Training and Educational Department:

451C Little Britain Road
Newburgh, New York 12550
Phone: (845) 562-1121
Fax: (845) 562-1149

Training Director.....Victor Mandia
Office Staff.....Marge Fayo
Instructor.....Wayne Mackey
Instructor.....Dominic Zaccheo