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AGREEMENT

between

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

and

CONNECTICUT LABORERS' DISTRICT COUNCIL

of the

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
AFL-CIO

BUILDING AGREEMENT

APRIL 1, 2002 through MARCH 31, 2005

CONTENTS

Introduction	1
Chapter I	15
Chapter II	35
Chapter III	55
Chapter IV	75
Chapter V	95
Chapter VI	115
Chapter VII	135
Chapter VIII	155
Chapter IX	175
Chapter X	195
Chapter XI	215
Chapter XII	235
Chapter XIII	255
Chapter XIV	275
Chapter XV	295
Chapter XVI	315
Chapter XVII	335
Chapter XVIII	355
Chapter XIX	375
Chapter XX	395
Chapter XXI	415
Chapter XXII	435
Chapter XXIII	455
Chapter XXIV	475
Chapter XXV	495
Chapter XXVI	515
Chapter XXVII	535
Chapter XXVIII	555
Chapter XXIX	575
Chapter XXX	595
Appendix	615
Index	635

123

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Protection of Rights	1
I	Territorial Jurisdictions of Local Unions	2
II	Union Recognition, Union Security and Employment	2
III	Wage - Hours - Classifications - Shifts	4
IV	Holidays	8
V	Coverage and Description of Laborers Work	8
VI	Heaters	9
VII	Reporting Time Pay	10
VIII	Conditions of Agreement	11
IX	Business Manager, Field Representatives, Stewards, Foreman	12
X	Fringe Benefit Funds	13
XI	Dues Check-Off and Payroll Deduction	15
XII	Association Program	17
XIII	Several Liability	18
XIV	Procedure and Adjustment of Disputes	18
XV	Construction Manager	20
XVI	Duration of Agreement	21
	Letter of Understanding	22
	Market Recovery Agreement	22
	Schedule I	23
	Appendix "A"	25
	Index	32

THIS AGREEMENT is made and entered into on this 1st day of April, 2002 by and between AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. referred to hereinafter as the "Association", acting for and in behalf of and under the authority of its members whose names appear on Schedule "I" and any other member joining said Association during the term of this Agreement it is authorized and has agreed to represent and such other Building Contractors who execute an Acceptance of the Terms and Provisions of this Agreement, hereinafter referred to as the "Employer"; and the CONNECTICUT LABORERS DISTRICT COUNCIL, hereinafter referred to as the "UNION", acting for and in behalf of Local Union No. 56, Greenwich; 146, Norwalk; 230, Hartford; 390, Waterbury; 449, Stamford; 455, New Haven; 547, New London; 611, New Britain; 665, Bridgeport; and 675, Danbury and their successors and assigns, each of which is hereinafter referred to as the "Local Union" or "Unions". The Council and the Local Union or Unions shall be collectively referred to herein as the "Union".

PREAMBLE

The purpose of the Agreement is to determine the hours, wages, fringes and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the contractors may have sufficient capable workers and the workers may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor-management troubles.

PROTECTION OF RIGHTS

There shall be no discrimination against any employee by reason of age, race, creed, color, sex, national origin, disabilities and reasonable accommodation to disabilities under the American with Disabilities Act and union or concerted activities, or membership or non-membership in the Union. The Employer will employ and use all means of safety for the protection of the employees in compliance with the health and safety regulations in accordance with applicable Federal and State Laws. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides: (1) that the Employer shall not discriminate; (2) that statutory issues are covered by this Agreement and will be arbitrated; and (3) that employee(s) are waiving their right to go to an administrative agency or court and further, this agreement results in the arbitration hearing being final and binding.

ARTICLE I
TERRITORIAL JURISDICTIONS OF LOCAL UNIONS

This Agreement shall apply to and be effective within all areas of the State of Connecticut. Territorial Jurisdiction of Local Unions are as follows:

Local Union 56, Greenwich, Connecticut
Greenwich

Local Union 146, Norwalk, Connecticut
Norwalk, Westport, Wilton and Weston

Local Union 230 Hartford Connecticut
Tolland, Windham and Hartford Counties (with the exception of Berlin, East Berlin, Bristol, Kensington, Forestville, Milldale, New Britain, Newington, Plainville, Plantsville, Rocky Hill and Southington)

Local Union 390, Waterbury, Connecticut
Waterbury, Wolcott, Prospect, Middlebury, Watertown, Cheshire, Beacon Falls, Thomaston, Woodbury, Southbury, Terryville, Roxbury, Oxford, Naugatuck

Local Union 449, Stamford, Connecticut
Stamford, Darien and New Canaan

Local Union 455, New Haven, Connecticut
New Haven, West Haven, East Haven, North Haven, Derby, Ansonia, Seymour, Woodbridge, Bethany, Orange, Hamden, Branford, North Branford, Madison, Guilford, Northford, Meriden, Wallingford, Yalesville

Local Union 547, New London Connecticut
New London, Waterford, East Lyme, Old Lyme, Lyme, Ivoryton, Old Saybrook, Westbrook, Essex, Deep River, Chester, Salem, Montville, Groton, Stonington, Pawcatuck, and Fishers Island, New York, Norwich, Taftville, Occum, Baltic, Versailles, Plainfield, Moosup, Wauregan, Voluntown, Central Village, Colchester, Jewitt City, Lebanon, North Stonington, Yantic, Franklin, Canterbury

Local Union 611 New Britain, Connecticut
New Britain, Basham, Berlin, Bristol, Clinton, Cobalt, Cromwell, Durham, East Haddam, East Hampton, Forestville, Haddam, Haddam Neck, Higganum, Killingworth, Kensington, Little Haddam, Middlefield, North Plain, Plainville, Portland, Rocky Hill, Southington, Middle Haddam, Middletown, Millington, Milldale, Moodus, Newington

Local Union 665, Bridgeport, Connecticut
Bridgeport, Fairfield, Southport, Easton, Trumbull, Monroe, Stratford, Devon, Newtown, Shelton, Milford

Local Union 675 Danbury Connecticut
Danbury, Bethel, New Milford, Brookfield, Bridgewater, New Fairfield, Sherman, Redding, Ridgefield, Georgetown, West Redding, Torrington, Harwinton, Litchfield, Morris, Bethlehem, Washington, Warren, Sharon, Cornwall, Goshen, New Hartford, Barkhamsted, Winchester, Norfolk, Canaan, Salisbury, North Canaan, Colebrook, Lakeville, Kent, Winsted

ARTICLE II
UNION RECOGNITION, UNION SECURITY AND EMPLOYMENT

SECTION 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the Labor-Management Relations Act of 1947, as amended.

SECTION 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by tender of the required initiation fee and regular monthly dues on the 8th day following the execution of this Agreement or the date of employment,

whichever is later, and shall thereafter maintain such good standing for the term of this Agreement.

SECTION 3. Upon request of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify and hold the Employer harmless from any claim arising from any discharge as provided herein.

SECTION 4. "Membership in good standing" as referred to herein means solely the tender, or payment of, normal dues and the standard initiation fee.

SECTION 5. Should the present Federal Law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) days from the commencement of employment, this clause is hereby automatically charged to include such amendments as of the effective date of the law.

SECTION 6. The Local Union having jurisdiction shall be recognized as the principal source of laborers and shall be given the first opportunity to refer qualified applicants for employment. The Employer shall be the sole judge as to whether or not the men furnished are qualified. The Employer reserves the right to transfer or rehire laborers, provided that for those laborers rehired, the Employer shall notify the Union of the rehiring within forty-eight (48) hours of the date of rehiring.

SECTION 7. Subcontracting: The Employer agrees that the wages, including health and welfare, pension, training, legal services fund and other contributions, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement at the site of any job.

The Employer further agrees to refrain from doing business with any subcontractor for work to be done at the site of a construction project covered by this Agreement, except where such contractor subscribes and agrees in writing to be bound by this Agreement and complies with all of the terms and conditions of this Agreement.

This section shall not apply to vendors furnishing material solely, or to any person furnishing trucking or transportation.

This Section 7 shall not apply to subcontractors who are bound by or parties to a collective bargaining agreement with either the Laborers, International Union of North America or any of its affiliates having jurisdiction in the State of Connecticut nor shall this Section 7 apply when the work covered herein is awarded directly to subcontractors pursuant to a pre-filed or assigned bid procedure.

SECTION 8. The parties agree that there shall be no circumvention of this Agreement.

SECTION 9. In no event shall the Employer be required to pay higher rates of wages or fringe benefit contributions or be subject to more unfavorable working rules than those established by the Union for any other employer engaged in similar work.

SECTION 10. When an Employer hereunder engages in independent site work, highway and heavy construction or other work covered under the Heavy-Highway, Tunnel and Utility Agreement by and between the Union and the Connecticut Construction Industries Association, Inc., he shall pay wages and fringe benefit contributions and shall abide by hours and working conditions provided in said Heavy-Highway, Tunnel and Utility Agreement.

SECTION 11. Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be null and void, but all other provisions of this Agreement shall continue in full force and effect for the term of this Agreement.

SECTION 12. When a contractor has a contract of more than \$2,000,000 on a construction project, he shall call the District Council to determine whether a

pre-job conference should be scheduled and to notify the District Council of the following information:

- (a) Location of job site;
- (b) Approximate starting date and duration;
- (c) Type of job;
- (d) Approximate manpower requirements;
- (e) Subcontractors.

The Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the anticipated hiring procedures, work assignments, shift work, safety, health hazards and accident prevention.

SECTION 13. Joint Venture: If and when the employer performs any job site construction work of the type covered by this agreement with another corporation, company, partnership, or any other entity in a joint venture, wherein the employer has either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this agreement shall be applicable to all such work and to the joint venture as a signatory employer.

ARTICLE III
WAGES - HOURS - CLASSIFICATIONS
SHIFTS

SECTION 1. The regular straight time hourly rate of pay for employees covered under this Agreement shall be as follows:

Classifications and Wage Rates

Laborers	
Carpenter Tenders	
Wrecking Laborers	
Fire Watchers	
4/1/02 -- 3/31/03	\$20.75
4/1/03 - 3/31/04	\$21.75
4/1/04 - 3/31/05	\$22.75

Should there be need to increase the rate of contribution payable to the health and/or pension benefit funds

provided for in ARTICLE X, Section 1, of this Agreement during the term of this Agreement, the appropriate regular straight time hourly rate of pay provided in this Article III, Section 1 above shall be reduced by such amount and the appropriate health and/or pension benefit fund contribution rate provided in ARTICLE X, Section 1, of this Agreement shall be increased by such amount after adequate time for notice to Employers. The parties agree to execute amendments to this agreement to accomplish the objectives of this paragraph should the need arise.

SECTION 1 a. For all non-prevailing rate work, there shall be a rate for clean up work available only to general contractors and contract managers of \$11.75 per hour. Effective April 1, 2000 the rate shall increase to \$12.75. Effective April 1, 2001, the rate shall increase to \$13.75.

SECTION 1 b. It is agreed and understood that the practice and usage of "traffic control signalman" by each individual employer shall continue to prevail. Any laborer "traffic control signalman" covered by the agreement shall be paid a minimum hourly rate of \$13.00 per hour, 4/1/02-3/31/03; \$14.00 per hour 4/01/03-3/31/04, \$15.00 per hour, 4/01/04-3/31/05.

SECTION 2. The rate to be paid for intermediate classifications shall be as follows. The amounts indicated shall be the amounts to be paid per hour, over and above the basic wage rate referred to above:

Mortar Mixer, Pipelayers*, Plaster Tenders, Power Buggy Operators, Powdermen, **Fireproofers/Mixer/Nozzleman	\$0.25
Jack Hammer operator	\$0.50
Mason Tenders/Forklift Operators (Masonry)	\$0.50
Licensed Pipelayer* P6-P7 License	\$0.85
Forklift Operator (Masonry)	\$0.50

(*The pipelayer rate shall apply only to the one (1) or two (2) employees of the total crew whose primary task is to actually perform the mating of pipe sections.

**Solely the employee running the mixer and spraying the fireproofing.

- Air Track Operators, Sand Blasters \$75
- Nuclear, Toxic Waste*** Removers, Blasters \$3:00
- Asbestos and Lead Removal \$1:00
- Nuclear Supervisor 25% over base rate
- Asbestos Foreman 20% over base rate

*** "Toxic waste" is defined to mean substances requiring the employees to wear OSHA level A, B or C personal protection and for which training and a certificate is necessary. It does not include handling contaminated materials.

SECTION 3: Open Air Caisson, Cylindrical Work and Boring Crew:

Classifications and Wage Rates:

Bottom Men	4/1/02-3/31/03	\$21.25
	4/1/03-3/31/04	\$22.25
	4/1/04-3/31/05	\$23.25
Top Men	4/1/02-3/31/03	\$20.75
	4/1/03-3/31/04	\$21.75
	4/1/04-3/31/05	\$22.75
Foremen	4/1/02-3/31/03	\$23.25
	4/1/03-3/31/04	\$24.25
	4/1/04-3/31/05	\$25.25

SECTION 4. Nothing herein shall be construed as a guarantee of the number of hours of work per day or the number of days of work per week. Forty (40) hours shall constitute a regular work week; eight (8) hours shall constitute a regular work day, starting time 6 a.m. to 8 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday. The Local Union shall be notified when work is to be performed on Saturdays, Sundays and holidays. An unpaid lunch shall fall between one hour

before and one hour after the midpoint of the shift. If work is provided for any craft that traditionally works with laborers, then laborers will be employed in appropriate amounts, at the contractor's discretion.

SECTION 4(a) The Employer shall have the option of scheduling four (4) ten (10) hour days in a week at the regular rate of pay and the overtime rate of time and one-half shall be paid only for work over ten (10) hours in a day and forty (40) hours in the week, provided the employer obtains approval for the schedule from the Local Union that has jurisdiction over the job. Double time shall be paid for all work performed on Sundays and Holidays. Saturday shall be a time and one-half day, except that if work is not performed on one or more days, Monday through Friday, because of inclement weather or other conditions beyond the control of the Employer, work on Saturday shall be at the straight time rate. The provisions of the government-owner restrictions and market recovery, if they apply, shall take precedence over this section of the Agreement.

SECTION 5. When two (2) or more shifts are used, they shall continue for at least five (5) consecutive regular work days. The first shift shall be eight (8) hours, and the second and third shifts shall be seven (7) hours each, and eight (8) hours pay at the regular straight-time rate shall be received for each shift. When working on Sundays and holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight-time rate and the second and third shifts shall work seven (7) hours each and receive sixteen (16) hours pay at the straight-time rate. A shift which begins at or after 12 midnight Sunday shall be considered the third shift.

SECTION 6. Overtime - Employees shall be paid one and one-half times the straight time hourly rate of pay (time and one-half) for time worked:

- (1) in excess of eight (8) hours on any regular work day and before regular starting and after regular quitting times;
- (2) in excess of seven (7) hours on a second or third shift on regular work days;

(3) on Saturdays. Saturday shall be a time and one-half day, except that if work is not performed on one or more days, Monday through Friday, because of inclement weather or other conditions beyond the control of the Employer, work on Saturday shall be at the straight time rate. The provisions of Article III, Section 11, government-owner restrictions and the provisions of the Market Recovery Agreement, if they apply, shall take precedence over this section and all other sections of the Agreement.

(4) Employees shall be paid the overtime rate of two times their regular straight time rate of pay (double time) for time worked on Sundays and holidays.

SECTION 7. Overtime: When Masons, Finishers, Carpenters and other building and construction crafts normally tended by laborers are employed on overtime work, an appropriate number of laborers (not less than one) shall also be employed if there is any laborers' work to be done.

SECTION 8. During the morning working hours, at a time selected by the Employer, one or more laborer employees designated by the Laborer Foreman shall obtain coffee for each laborer. This privilege shall not be abused.

SECTION 9. The wages set forth in this Agreement that are in effect at the time when bids for jobs are submitted by the Employer are the wage rates which shall remain and continue in effect throughout the duration of the entire job, notwithstanding the provisions contained in Article XV hereof relative to the termination date of this Agreement, or any other terms of provision of this Agreement, or the provision contained in any successor Agreement.

The provisions of this Section 9 shall become effective only if and when a similar provision is entered into between the Association and IUOE Local Union No. 478, the Connecticut State Council of the United Brotherhood of Carpenters and Joiners of America, and the Construction Division of Teamsters Joint Council No. 64 of the International Brotherhood of Teamsters, or their successors or assigns.

SECTION 10. Laborers performing work at a nuclear site or fossil fuel plant under an International Maintenance Agreement providing for less than the full hourly wage rate established in this Agreement shall be paid the wage increase negotiated herein as an additional Annuity Fund contribution for the term of their employment.

SECTION 11. With respect to jobs bid before April 1, 2002, the wage carryover rate shall be at the \$19.75 minimum rate. The wage rate for jobs bid prior to April 1, 2002 stays at the \$19.75 rate until March 31, 2003 or when the job ends, whichever is sooner.

With respect to prevailing rate jobs bid on and after April 1, 2002, the minimum hourly wage rates shall be the wage rates set forth in the wage determination in the construction contract, which rates shall continue in effect for one year beyond the expiration of the wage rates in this agreement at the time the work starts. With respect to non-prevailing rate jobs bid on and after April 1, 2002, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates used to bid, which rates shall continue in effect for one year beyond the expiration of the wage rates in this Agreement at the time the work starts.

SECTION 12(a). Government Owner. On projects subject to a government agency's or railroad's prohibition, limitation or restriction of the times and days when work may be performed, the Employer may schedule work in accordance therewith and employees shall be paid at the straight time rate for the first forty hours of work performed in a week or eight hours in a day and time and one-half for hours of work over (40) forty performed in a week or eight 8-hours in a day, regardless of the time of the day or the day of the week on which the work is performed. A make-up day may be worked with mutual consent. Consent shall not be unreasonably withheld. On Building work, prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition,

limitation or restriction.

SECTION 12(b) Private Owners On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned, with notification of the Union by the Employer, to work these hours at eight (8) hours straight time. If the restrictions are not in the bid documents the employer shall be able to work these hours with mutual consent. Consent shall not be unreasonably withheld. There shall be no make-up days. Fourteen (14) hour days plus a make-up day may be assigned, with the mutual consent of the Union and the Employer. Prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

The provisions of Section 4 of Article III of this Agreement, so far as it pertains to starting and quitting times and lunch breaks, shall not apply where a governmental agency's prohibition, limitation, or restriction of the work to be performed interferes with the starting time or the regular work day based on the starting time, in which event the starting time shall be determined by the Employer based on said prohibition, limitation, or restriction.

Section 13. Apprenticeship Program:

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

b. The Apprenticeship and Training Standards approved by the Bureau of Apprenticeship and Training Connecticut Department of Labor are hereby incorporated by reference as a part of this Agreement.

The Apprentice wage rates:
Hours of Credit Wage Rate
0-999 60% of Journey Worker
1,000-1,999 70 % of Journey Worker
2,000-2,999 80% of Journey Worker
3,000-3,999 90% of Journey Worker
over - 4,000 Journey Worker

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.

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

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

On or before January 1, 2004, the employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) apprentice for every (5) journey workers commencing with the sixth laborer

employed per job site.

- h. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.
- i. An Apprentice should whenever possible, be rotated by the Employer through different types or work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall not notify the Local Union and JATC of all reassignments.
- j. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- k. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- l. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.

ARTICLE IV HOLIDAYS

SECTION 1. Employees covered hereunder shall be entitled to take the following days off without pay: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a holiday falls on a Sunday, the following Monday will be observed as that holiday.

ARTICLE V COVERAGE AND DESCRIPTION OF LABORERS WORK

Section 1: Laborers' work shall include but not be limited to: all building Laborers' work necessary to tend the carpenters, such as unloading, handling, and distribution of materials, and other building trades craftsmen, all clean up of debris, grounds, and buildings, and all General Laborers' work. All Laborers' work in connection with excavation for building for all other construction, including digging of trenches, piers, foundations, holes, caissons and cofferdams. (This does not restrict the laborers from performing other work.)

All Laborers' work in connection with concrete work, chipping, and grinding, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzle men, vibrating equipment, igniting equipment and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work.

All Laborers' work in connection with excavation, grinding, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing and flagging of other stone materials.

All Laborers' work in connection with the cutting of holes, digging of trenches, manholes, etc., handling and conveying of all materials for same, concreting of same, and the backfilling, grading and resurfacing of same.

All Laborers' work in construction of caissons, non-metallic drains and sewers, metallic drains and sewers, any type of conduit and cribbing, lagging, bracing, sheeting, trench jacking and handling of hand-guided lagging hammers in open trenches and ditches.

All Laborers' work in connection with the shoring, underpinning and razing of all structures.

All Laborers' work in connection with drilling and loading, placing and blasting of all powder and explosives.

All Laborers' work in connection with the slicing, handling and placing of all rip-rap, rock and stone, retaining walls or wherever used.

All Laborers' work on pre-casting or prefabrication yard at the construction project site or at a pre-cast prefabrication yard specifically established and operated for that one particular construction job and in wrecking yard and wrecking work on construction.

All Laborers' work in connection with the removal and disposal of asbestos, and the removal and disposal of toxic waste.

All Laborers' work in connection with the coring and sawing of concrete.

All Laborers' work in connection with the classifications of work set forth in this Agreement.

The Employer further recognizes that the Union claims the work set forth in Appendix A attached hereto and made part hereof.

Section 2 Jurisdictional Dispute Procedure:

In the event a dispute involving jurisdiction arises, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and the employer to settle the dispute. If unanimous agreement including the consent of the employer, is not reached at the meeting, the Unions shall request their International Unions to assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the job site to seek settlement of the dispute. If the above procedure, or any other mutually agreed upon procedure, fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in a tripartite

arbitration with all the disputing parties. Failure of any party to participate in said arbitration shall not prevent the arbitration from proceeding. The impartial umpire to hear the dispute shall be selected in rotation from Larry Foy, Mike Walsh and Larry Katz. Decisions rendered or resolutions agreed to by any of the above procedures shall be final, binding and conclusive on the Employer and the union parties. There shall be no strikes, picketing, work stoppages, slowdowns or lockout over any jurisdictional dispute. Any alleged violation of this agreement involving disputes concerning jurisdiction shall not be subject to the normal grievance and arbitration process contained in Article V and shall be resolved solely through the processes contained herein. The arbitrator shall determine jurisdiction based on industry practices, area practice, operational efficiency and economy. In addition, the scope of the arbitration shall be limited solely to the determination of jurisdiction and any such decision or determination shall not result in any rework, or double manning (i.e. requiring more employees than necessary to perform the work). Nothing herein, however, shall prohibit the award, by the Arbitrator, of monetary damages.

ARTICLE VI HEATERS

When utilizing salamanders and other heaters within the jurisdiction of the Union: (1) Each such employer shall assign employees covered by this Agreement to service "salamanders" in accordance with the following schedule.

Bulk Source

First Shift:

0 - men regardless of units in the System or the size of the System.

Second and Third Shifts

1 man regardless of the number of units in the System or the size of the System.

Individual Units

All Shifts
0 - 5 units - 0 men
6 - 20 units - 1 man
21 - 35 units - 2 men
36 - 50 units - 3 men
each additional 15 units - 1 man

"Individual Units" as set forth in the above schedule shall be defined as being fed by a tank up to one-hundred (100) pounds.

(2) The Laborer, if any, assigned to service the Bulk Source system shall be required to service and hook-up the individual units of the system at the beginning of and during its operation but shall not be assigned the work of repairing or installing the piping system as that work is assigned to other crafts.

(3) For the purpose of the work referred to above, Article III, Section 5 of the Agreement shall be amended and interpreted to establish the following shift arrangement:

(a) If salamanders or heating units referred to above are to operate for seven (7) or more consecutive days, there shall be four six-hour shifts per day and any employee assigned to this work referred to above shall receive forty-four (44) hours pay at straight-time for forty-two (42) hours work. Each such employee shall be assigned to work each day of the seven (or more) day schedule.

(b) If salamanders or heating units referred to above are to operate for more than two (2) full days but less than seven (7) full days, then four six-hour shifts shall be established and employees so assigned shall be paid eight (8) hours pay for six (6) hours worked on the shift.

ARTICLE VII REPORTING TIME PAY

SECTION 1. After a person has been first hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he is so ordered to report, he shall receive reporting time pay equivalent to two (2) hours at the regular straight-time

hourly rate. If the person has been working regularly, and the employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hours reporting time pay as provided herein. The employee must remain at the job site and available for work unless told by the Employer that he may leave.

SECTION 2. Employees shall furnish their Employer with current telephone or other contact at the start of each job, and advise the Employer of any subsequent change or changes in such contact during the course of the job.

SECTION 3. Any employee who reports for work, and for whom work is provided, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at the regular straight-time hourly rate provided he is available for work throughout such period.

SECTION 4. Any employee who reports for work and who works for more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay at the regular straight-time hourly rate provided that he is available for work until the end of that regular work day.

SECTION 5. It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work, or when work stoppages brought about by a third party or parties prevent or make ill-advised, in the opinion of the Employer, the performance or continuance of work, payment of reporting time pay for time not actually worked shall not be required.

SECTION 6. Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men.

ARTICLE VIII
CONDITIONS OF AGREEMENT

SECTION 1. All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U.S. currency, certified check, or bank check or by direct deposit if agreed to by both the Employer and the employee, once each week during working hours, before 4:00 p.m. payment shall be made showing employee's name, hours worked, amount earned, social security deduction, withholding tax, employer's name and address. Any employer paying wages to an employee by check shall do so during working hours, before 4:00 p.m. on Monday, Tuesday, Wednesday, or Thursday.

If the regular pay day falls on a holiday that is not worked, the employee then shall be paid on the day before the holiday in question. Also, any employer paying wages to an employee by check shall notify employees of a bank or other facility at which checks can be cashed, within reasonable proximity to the job site, without charge to the employees. The employer shall withhold not more than three (3) days pay in any one week. If an employee is discharged, or laid off for any reason, and he shall receive a full days pay for that day and he shall also be given a lay-off slip for unemployment insurance at the time of lay-off. If payment is not made expressly as provided herein, then the employee who has been terminated shall be paid for all waiting time until paid; waiting time to be computed at the regular straight-time rate. If an employee quits of his own accord, he shall receive wages for the time he worked on the next regular pay day.

SECTION 2. Raingear and slip over boots must be provided by the Employer if men are ordered to work in rain, mud, concrete or snow. Men cannot be terminated if they are unable to work because they are not furnished raingear and slip over boots. All tools, boots, hats and raingear and other implements and equipment, other than those customarily furnished by employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer and shall be returned to the Employer when

not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time he receives it, and he shall be liable for the cost of replacement of any equipment which is lost or otherwise not returned to the Employer.

SECTION 3. Clothes Room. The Employer shall provide a clean comfortable heated shed or room of suitable size, relative to the number of Laborers employed, for the Laborers to change their clothes and partake of their lunch. Such place shall not be used to store tools, equipment or materials.

SECTION 4. Drinking Water: The Employer shall provide a clean can of drinking water with paper cups, readily available to each employee on the construction site. The water shall be changed once in the morning and once in the afternoon.

SECTION 5. Toilets: Clean, sanitary toilets shall be provided for the employees use.

SECTION 6. Telephone: A phone shall be made available on the job site for the employees use in case of emergency.

SECTION 7. Lost Time Because of Accidents: There shall be no lost time on the day of a minor injury for the employee obliged to receive medical attention and treatment, provided he returns to work within a reasonable time on that day. Employees seriously injured on the job, who have to obtain medical treatment, shall not be required to work on the day of the injury to receive payment of wages for that day. The injured employee will notify the Employer, as soon as possible, of any injury which occurs on the job and shall furnish the name and address of the physician consulted for medical attention as provided herein. When an employee is seriously injured on the job, the steward shall be permitted to notify the Union of the injury.

SECTION 8. Quitting Time: Each employee shall be given sufficient time at the end of the day to put away his tools and be at the clothes room or change shack at quitting time.

SECTION 9. Health, Safety, and Welfare: The Employer, the Union and the employees shall abide by the provisions contained in the Federal Williams-Steiger Occupational Safety and Health Act and the Connecticut Safety Construction Act as amended April 15, 1988, and adopted by the General Assembly. The Employer and the Union also agree to mutually cooperate with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment, to the end that the health, safety and welfare of the men working on the project may be adequately and properly protected and promoted with the prosecution of the work efficiently carried on in accordance with safety regulations previously described.

SECTION 10. Employers may conduct drug and alcohol testing of applicants and employees and such testing must conform to state law. Employers will notify the Union 21 days prior to implementing new drug testing policies. If drug testing is required by law, drug tests may be administered in accordance with the law.

SECTION 11. Electronic Devices: The Employer shall have the right to limit or prohibit the use of electronic devices.

SECTION 12. Parking: Where free parking is unavailable within a half mile of the job site, the employer shall furnish or provide for transportation to or near the worksite by motor vehicles, carpools or otherwise, or, if unable or unwilling to do so, will pay fifty (50%) percent of the cost of the parking to employees, who pay for such parking, in an amount not to exceed \$4.00 per day, provided the employee submits such receipt for parking. If the employee refuses the employer's offer to furnish transportation as provided herein, the employee shall not be entitled to reimbursement for parking.

SECTION 13. Management Rights: The employer shall have the right and full authority to manage the business and the exclusive right to direct and assign the working forces including assigning work and decide all matters including but not limited to layoff, recall, hire, discharge, liquidate and close down the business or any

part thereof, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

ARTICLE IX

BUSINESS MANAGER-FIELD

REPRESENTATIVE STEWARDS-FOREMEN

SECTION 1. The Business Manager or Field Representative of the Union shall be allowed to visit the job site during working hours. If there is a location for visitors to sign in on the project, the business agent must sign in prior to entering any work area.

SECTION 2. A steward shall be appointed by the Union Representative of the Local Union which has territorial jurisdiction in the area where the job is located. The steward shall be allowed a reasonable amount of time to check dues books and report any violations of the Agreement to the Union.

The steward shall remain on the job until completion of all the work covered by the terms of this Agreement and shall be given preference in working overtime. The Employer shall give the Union at least forty-eight (48) hours notice before laying off the steward in all cases. There shall be no non-working stewards.

Except for paving jobs, the Local Union which has geographical jurisdiction of the area in which a job is performed shall have the right to furnish an employee, who may be named as steward, provided that the Employer requires four or more Laborers to work on the project and work on the project is scheduled to take longer than three months.

It is the intent of the parties that this Section 2 shall not be construed to require displacement of a laborer who performed the task (assigned for overtime) during the regular work day.

The employer may discharge stewards without prior notice for just cause.

SECTION 3. Laborer Foremen: Laborer Foremen must have been members of LIUNA in good standing

for a period of not less than one (1) year and shall receive not less than \$2.00 above the regular straight time hourly rate payable to laborers or as negotiated.

For purposes of directing laborers on all projects where eight (8) or more laborers are employed, a laborer foreman shall be selected by the Employer. If the Employer decides there is need for additional foremen, such additional foremen shall be supplied by the Local Union that has territorial jurisdiction in the area where the job is located.

The laborer foreman shall not be compelled to work with the tools when there are eight (8) or more employees in the crew he is assigned to supervise.

ARTICLE X
FRINGE BENEFIT FUNDS

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

Connecticut Laborers' Health Fund

4/1/2002-3/31/2003 \$3.34
4/1/2003-3/31/2004 \$3.59
4/1/2004-3/31/2005 \$3.79

Connecticut Laborers' Pension Fund

4/1/2002-3/31/2003 \$2.30
4/1/2003-3/31/2004 \$2.40
4/1/2004-3/31/2005 \$2.45

New England Laborers' Training Fund

4/1/2002-3/31/2005 \$0.35

Connecticut Laborers' Legal Services Fund

4/1/2002-3/31/2005 \$0.11

Connecticut Laborers' Annuity Fund

4/1/2002-3/31/2003 \$1.50
4/1/2003-3/31/2005 \$1.75

Labor Management

Cooperative Trust Fund

4/1/2002-3/31/2005 \$0.15

New England Laborers Health

and Safety Fund

4/1/2002-3/31/2005 \$0.15

SECTION 1B. Employers signatory to this Agreement hereby acknowledge and agree to be bound by the Agreement and Declaration of Trust, and any amendments thereto, for each respective Fund enumerated in Section 1a above.

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

All such payments to the Funds are to be made in such manner and at such time as the Trustees of the respective Funds shall determine, but in no event shall such contributions be required to be paid more often than monthly, or sooner than the 25th day of the month following the month in which said contributions were earned except as subsequently set forth in this Article. However, in the event that an Employer is delinquent in the payment of contributions, the trustees of the respective funds may, upon written notice to the Employer, require that Employer make contributions to the funds on a weekly schedule and that such weekly contributions may be required for a period of up to twelve (12) months. If the Employer has not paid such weekly contributions timely during the preceding period, the trustees of the respective funds may require weekly contributions to be made for periods which exceed twelve months. The trustees may also require Employers who are based outside the state of Connecticut, to make contributions on a weekly basis, without regard to the payment history of such Employers. Interest on delinquent amounts may be required. The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees as the Trustees shall determine. The Employer shall be liable to pay contributions provided

above only for hours worked in covered employment in the geographical jurisdiction covered by the respective Funds. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

Fringe contributions shall be based on eight (8) hours of contributions for all shifts, provided the employee works the complete shift.

The Union and its members shall not perform bargaining unit work for a signatory contractor who is sixty (60) days or more delinquent in contributions required by the Collective Bargaining Agreement.

SECTION 2. The Funds shall be maintained at all times as jointly administered Taft-Hartley trust funds with an equal number of employer and labor trustees herein referred to as the "Trustees", selected and serving and with such powers and duties, all as may be provided from time to time by the applicable Trust Agreement. Upon request by the parties, the Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports.

SECTION 3. Each fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as a tax exempt trust under the provisions of the Internal Revenue Code so that Employer contributions to said Fund shall at all times be deductible as a business expense. The Employer shall not be liable to contribute to such Fund for hours worked during the period that contribution(s) are not deductible.

SECTION 4. At the discretion of a Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a reasonable rate of interest on contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of

appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement. The Employer shall be required to maintain and make available such pay records that are necessary for payroll audits.

Once an Employer has been adjudged a delinquent to any of the Funds as provided herein, said Employer may be required by the Trustees, in addition to remitting to the Funds monies due for past delinquencies and appropriate costs associated therewith; to furnish a surety bond equal to the average of three previous months contributions rounded to the nearest thousand, but in no event less than ten thousand dollars (\$10,000) to the Trustees of each of the Funds to which contributions are required to be paid pursuant to this Article.

SECTION 5. In accordance with Section 5.02(g) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employer under Section 6621 of the Internal Revenue Code of 1954 (currently twelve percent (12%) per annum); and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under federal or state law, plus reasonable attorney's fees and costs of the action.

Employers who are adjudged delinquent by the Fund Trustees in their payments to the Health, Pension, Legal Services, Annuity and Training Funds shall not have the privilege of employing Laborers under the terms of this Agreement if such payments have not been made after written notice of such delinquency is given by the Union and seventy-two (72) hours have elapsed after such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

SECTION 6. Nothing in this Agreement, the Trust Agreement, a plan of benefits or any other document

shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collections as specified in Sections 1 and 4 above except as required by law. Except to the extent that the Association and the Union may participate in the selection of trustees, neither the Association, nor the Union nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or course of action brought by any individual or entity which might jeopardize the employer's or other contributor's position that its liability is strictly limited as stated herein.

The Pension Fund and Health and Welfare Fund shall each have a Board of Trustees consisting of eight (8) Trustees, four (4) of whom shall be appointed by the Council, two (2) by the Association, and two (2) by the Connecticut Construction Industries Association, Inc. (C.C.I.A.). The Legal Services Fund and the Connecticut Laborers' Annuity shall have a Board of Trustees consisting of four (4) Trustees, two (2) of whom shall be appointed by the Council, one (1) by the Association, and one (1) by the CCIA. The Board of Trustees shall administer the respective Funds. Representation on the Board of Trustees of all Funds referred to in this Agreement shall at all times be equally divided between Union and Management (Association and C.C.I.A.) representatives.

SECTION 7: In the event that a subcontractor is delinquent in the payment of wages or contributions to the fringe benefit funds as required by this Agreement, the General Contractor, upon written notice from the Union shall be liable therefore, provided however, that:

1. written notice of any such delinquency is sent to and received by the General Contractor within two weeks of the time payment was due from the subcontractor; and,
2. the delinquency is for contributions for hours of work performed on the Employer's project only; and,
3. amounts are or will be due to the subcontractor.

ARTICLE XI
DUES, CHECK-OFF AND PAYROLL
DEDUCTION

Section 1: The Employer agrees to deduct the amount of forty-five cents (\$.45) for each hour worked, from the weekly pay of each employee who shall have authorized such deduction in writing as provided in this Section. Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the authorization forms to be furnished to the Employer, as set forth below:

Forty-three cents (\$.43) shall be used as hourly membership dues to support the Local Unions and the Connecticut Laborers' District Council,

LIUNA
LOCAL UNION NO.
DUES DEDUCTION AUTHORIZATION

To all Employers by whom I am employed during the terms of the present or future collective bargaining agreements, either by and between signatory Connecticut contractor associations and the Connecticut Laborers' District Council and its affiliates, or by an employer, not a member of said Associations, which has an individual collective bargaining agreement with the Connecticut Laborers' District Council and its affiliates.

REFERRAL CARD
Date
Local Union No. City
To: Name of Company - Project Site
This will introduce Name

Referred to as a _____ per your request

Signature

AUTHORIZATION FOR DUES DEDUCTION

I hereby authorize my Employer to deduct from my wages each week forty-three cents (\$.43), effective the date of this authorization, for each hour worked to constitute what are known as the hourly deductions as part of my membership dues for said week to maintain my membership in good standing in the Union as a condition of employment. Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health and Welfare, Pension, New England Laborers' Labor Management Cooperation Trust Fund, Legal Services, Annuity, New England Health and Safety Fund, and Training Trust Fund contributions. This authorization and assignment shall continue in full force and effect whether or not I remain a member of the Union for a period of one year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever is sooner, and for any subsequent similar period thereafter unless revoked by me within fifteen (15) days immediately preceding such contract term or one year, whichever is sooner. The above revocation must be in writing, bear the date and my signature, and be delivered to the Union and to the Employer with whom I am then employed.

DUES DEDUCTION

Employee's Signature

b. Two Cents (\$.02) of the amount provided in Section 1 shall be used as a voluntary contribution payable to the Laborers' Political League (LPL) to enable the Connecticut Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

LABORERS' POLITICAL LEAGUE DEDUCTION

I further authorize the Employer to deduct the sum of two cents (\$.02) per hour for each hour worked as a voluntary contribution to the Laborers' Political League (LPL), which I understand constitutes a separate aggregate fund used for the purposes allowed under the Federal Election Campaign Act, 2 U.S.C. Section 441B.

The two cents (\$.02) per hour deduction authorization for contribution to the LPL is subject to revocation at any time. The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the employer with whom I am then currently employed.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Training, Annuity and Legal Services Trust Fund contributions. All such deductions shall be reported on one form, included in one check and sent along with all other funds provided for in this Agreement.

LABORERS POLITICAL LEAGUE PAYROLL CHECK-OFF AUTHORIZATION

I hereby authorize and direct each employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck two cents (\$.02) for each hour worked every pay period and to remit such amount to the Laborers' Political League ("LPL") at such times as other remittances are made to the Union.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to LPL are not conditions of membership in the Union or of employment with any employer, that I have a right to refuse to sign this authorization and to contribute to LPL without reprisal and that LPL will use the money it receives to make political

expenditures and contributions in connection with federal, state and local elections. I also understand that this amount of money is merely a suggested guideline, that I am free to contribute more or less than this amount by any lawful means other than this check-off and that the Union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute.

This authorization shall remain in effect until revoked by me in writing.

Contributions to the Laborers' Political League are not deductible as charitable contributions for federal income tax purposes.

Date _____ Signature _____

Social Security Number _____

SECTION 2. Such authorization forms, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all Federal and State laws and regulations regarding same, including Section 302 (c) of the Labor Management Relations Act of 1947, as amended.

SECTION 3. The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits or other forms of liability arising out of the Employers' participation in or performance of the provisions of the Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Union.

SECTION 4. It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

SECTION 5. Any Employer who fails to file his reports and remit the deductions when same is due and payable shall be considered in violation of this Agreement and subject to penalties set forth in Article X.

ARTICLE XII

AGC/CCIA ASSOCIATION PROGRAM

SECTION 1. The Employer agrees to pay the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc., its successors or assigns, hereinafter referred to as the Association, the sum of eleven cents (\$.11) per hour for each payroll hour worked by each of its employees covered by the terms of this Agreement.

SECTION 2. Payments to the Association are due and payable on or before the 20th day of the month next succeeding the month for which the sum is payable. The employers' report of payments to the Association shall be incorporated on the monthly "Employers' Remittance Report" in use by the Connecticut Laborers' Pension fund, or on such other report as the Association shall determine; such payments to be made by separate checks and sent at the same time and along with the contributions payable to the Connecticut Laborers' Pension Fund, or in such other manner as the Association shall determine. A copy of each monthly "Employers' Remittance Report", or other form as might be required by the Association shall be forwarded to the Association whether it contains information concerning payments to the AGC pursuant to this Article or not.

SECTION 3. The Union agrees to furnish the Association with the following: (a) a copy of every signed individual collective bargaining agreement and/or participation agreement and/or other acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement with each and every employer not represented by the Association, hereinafter referred to as the "Independent Agreement"; and (b) up-to-date lists, no later than monthly, of the names and addresses of all employers signatory to an Independent Agreement for the types of work covered under this Agreement.

SECTION 4. The Union agrees to propose that all the provisions contained in this Article XII, ASSOCIATION PROGRAM, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association, for companies covered under such Independent Agreements shall not be less than the total hourly economic cost for Employers covered under this Agreement. In the event the total economic cost for employers is greater than the total hourly economic cost for any employer covered under an Independent Agreement, all Employers covered under this Agreement shall have the option to equalize the total hourly economic cost as provided in such Independent Agreement but shall not thereby be relieved from making payments to the Association as provided in this Article.

SECTION 5. If the Union (Local Union or the Council) accepts or is a party to any Independent Agreement with any employer for work covered under this Agreement that does not include all provisions of this Article XII, the Association shall have the option, in its sole discretion, to delete Article XI, DUES CHECK-OFF, in its entirety from this Agreement (for all areas in the State of Connecticut or for solely the geographic territory of the Local Union that is signatory to the Independent Agreement that does not include all of the provisions of Article XII), and/or to delete this Article XII, ASSOCIATION PROGRAM, in its entirety from this Agreement, and to have all Obligations contained in the deleted Article or Articles immediately cease and determine.

SECTION 6. In consideration of the promises and obligations of employers to make contributions to the Association, and in consideration of services to be directly and indirectly provided for such employers by the Association as determined by the Association and for the benefit of the construction industry generally, and for other good and valuable consideration, such consideration being specifically acknowledged by each employer signatory to this Agreement or an Independent Agreement, each Employer agrees to all of the provisions of this Article XII and acknowledges that said contractual provisions were made for the express,

and direct and exclusive benefit of the Association, a third party beneficiary under this Agreement, an Independent Agreement or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement.

ARTICLE XIII **SEVERAL LIABILITY**

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

SECTION 2. The Connecticut Laborers' District Council, a party to this Agreement, shall not be held responsible for any unauthorized act committed by any unaffiliated Local Union or members thereof, unless the said Connecticut Laborers' District Council has ordered or ratified the same or condoned such act after official notice thereof. The Connecticut Laborers' District Council agrees that upon the receipt of notice from the Association, or any employer member thereof, of any unauthorized act, It will exercise all of its power and authority to correct same.

SECTION 3. The obligation of each Local Union, affiliated with the Connecticut Laborer's District Council, shall be several and not joint.

ARTICLE XIV **PROCEDURE AND ADJUSTMENT OF DISPUTES**

SECTION 1(a). There shall be, during the term of this Agreement and as to any work covered hereby, no strikes (except for non-payment of wages and fringe benefit contributions by the Employer as provided herein), no work stoppages, no slowdowns, and no lockouts for any reason including interpretation of terms and conditions of this Agreement.

SECTION 1(b). If, after forty-eight (48) hours written notice to the Employer and the Association, an Employer shall fail to pay any wages due employees under the terms of this Agreement, and there is no dispute concerning the wages due, then, any other

provision notwithstanding, the Union shall have the right to have the employees of that Employer cease work. Payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of nonpayment of wages. A dispute regarding classifications and rate of wages to be paid therefore, or actual hours due shall not be considered non-payment of wages and shall be subject to the arbitration procedures as stated herein.

SECTION 2. It is the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be done efficiently and without interruption.

SECTION 3. If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party within two (2) working days of the time the complaining party knew or reasonably should have known of the occurrence giving rise to the grievance. In each case, the first attempt at settlement shall be made between the Business Manager of the Local Union and the Employer or his representative.

SECTION 4. Disputes which cannot be adjusted between the Employer and the Local Union within forty-eight (48) hours after they are made under Section 3, shall be referred to a Board of Adjustment. Such reference shall be on the agreed upon grievance form and shall contain a brief settlement of the dispute. Said notice shall be sent to the Association or the Union as appropriate, by facsimile and first class U.S. mail or certified mail postmarked within fifteen (15) working days after failure to adjust the dispute between the Employer and the Local Union as provided by the section. Copies of said notice shall be sent simultaneously and by facsimile and first class U.S. mail or certified mail to the adverse party. The Board of Adjustment shall be composed of two arbitrators selected by the Association and two arbitrators selected by the Connecticut Laborers' District Council. This Board of Adjustment shall hear all said disputes within ten (10) working days after receipt of the notice provided for in this Section and shall issue its decision

in writing within ten (10) working days after the close of the hearing. The Board of Adjustment shall be sworn and shall administer oaths or such oaths shall be waived in accordance with the provisions of Connecticut law. The parties may agree to extend any of the time limits by mutual written agreement.

SECTION 5. If, within forty-eight (48) hours no adjustment or settlement is resolved by the procedures set forth in Section 4 above, the matter shall immediately be referred in writing to an Arbitration Board consisting of two (2) members appointed by the Association and two (2) members appointed by the Council which appointments shall be made within forty-eight (48) hours after referral. A neutral Chairman from the following list:

- Michael Walsh
- M. Jackson Webber
- Albert Murphy
- Tim Bornstein
- Harrison Warren

will be selected by these appointees. In the event that the four (4) Arbitrators so appointed fail to agree within forty-eight (48) hours on the selection of a neutral chairman, the parties shall select a Chairman from a list furnished by the American Arbitration Association.

SECTION 6. In the event the four (4) arbitrators so appointed are unable to select the Chairman by mutual agreement, the Chairman shall be chosen by each party alternately eliminating one name from the above list, and the last name remaining on the list shall be the selected Chairman. The first party to eliminate a name in the first case above shall be the Council, add the next elimination that of the Association and alternately thereafter. In the following case the first elimination shall be that of the Association, and in succeeding cases the first elimination shall continue to alternate between the Council and the Association.

SECTION 7. The Arbitration Board shall be sworn and shall administer oaths or such oaths shall be waived in accordance with the provisions of Connecticut law. The Arbitration Board shall not have the power to amend, add to or alter the provisions of the Agreement, but

within thirty (30) days after the close of the hearing the Board shall render a decision based on the evidence submitted by the parties, which decision shall be consistent with the term and provisions of this Agreement. The majority or unanimous decision of the Arbitration Board shall be binding upon both parties.

Council) may grant such relief and will deal with the request in good faith.

(No text missing)

SECTION 8. Each of the parties the Employer or the Association, as the Association may decide, on the one hand and the Union on the other--shall bear the expense of its appointed Arbitrators and the parties shall jointly and equally bear the expense, if any, of the Chairman.

SECTION 9. Nothing contained herein shall require the Union to process any Local Union or employee grievance which in its opinion would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

SECTION 10. The Association shall have full right to determine whether or not it shall represent or continue to represent employers with respect to grievances filed hereunder.

ARTICLE XV **CONSTRUCTION MANAGER**

SECTION 1 Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor or subject to the terms and conditions of the Agreement including the subcontracting provision, provided, however the signatory contractor shall not be deemed to be a general contractor or subject to the terms and conditions of the Agreement or bound to the subcontracting provision of the Agreement if: (1) said signatory contractor is an affiliated development company, or (2) said signatory contractor does not have the sole responsibility and authority to select and determine the retention of the subcontractor(s) on the job.

It is also understood that when a signatory contractor requests relief from the Agreement and this Interpretation, the Union (Local Union or the

ARTICLE XVI
DURATION OF AGREEMENT

SECTION 1. The terms and conditions of this Agreement shall be effective from April 1, 2002 through March 31, 2005, except as provided in SECTION 2.

SECTION 2. At the expiration of this Agreement as herein provided, the same shall continue to be effective from year to year unless either party, at least sixty (60) days prior to March 31, 2005 or March 31st of any year thereafter, gives notice in writing by facsimile and first class U.S. mail or certified mail to the other party of its intention to terminate this Agreement and requests that negotiations be entered into for a successor agreement and, in the event that the parties hereto cannot reach an agreement at least thirty (30) days prior to March 31st of any year, such party shall give notice of the failure to reach such agreement to the U.S Federal Mediation Service and the Connecticut Board of Conciliation and Arbitration.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the 7/29 day of 2002.

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

by MB Morganbesser
Marvin B. Morganbesser

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

by Charles T. LeConche
Charles T. LeConche

LETTER OF UNDERSTANDING

Gentlemen:

In accordance with the discussions during 1999 negotiations by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and the Connecticut Laborers' District Council, the following interpretations and understandings were mutually agreed upon and they shall become a part of the Agreement reached between the parties.

MARKET RECOVERY AGREEMENT

- A. This Agreement shall apply to all non-prevailing rate work bid on and after April 1, 1999. It shall apply automatically to projects with a general contract of \$15 million or less or a subcontract or prime contract with the owner's representative of \$5 million or less. The Union, upon request of the Association or an Employer for private projects with larger contracts, may agree to apply this market recovery agreement. The market recovery wage rate shall be 90% of the basic hourly wage rate.
 - 1. If the Employer fails to notify the Connecticut Laborers District Council this market recovery rate shall not apply.
 - 2. All work covered by this market recovery agreement shall be performed at the straight time rate, except that work over 40 hours in a week shall be paid at the rate of time and one-half regardless of the day of the week or time of the day that the work is performed.
 - 3. Starting times shall be determined by the Employer.
 - 4. Effective April 1, 2002, the employer shall call the affiliated local union that has jurisdiction where the job is located to request the market-recovery provision. The local union must approve all requests for market recovery.

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

MB Morgambesser

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

Chad H. Conner

SCHEDULE 1

THE ASSOCIATED GENERAL CONTRACTORS OF CONNECTICUT MEMBERS WHO HAVE AUTHORIZED THE AGC TO REPRESENT THEM IN COLLECTIVE BARGAINING WITH CONNECTICUT LABORERS

Bartlett Brainard & Eacott, Inc. 70 Griffin Road South Bloomfield, CT 06002
Giordano Construction Co., Inc. 1155 Main Street P.O. Box 802 Branford, CT 06405

Bismark Construction Co., Inc. 100 Bridgeport Avenue Milford, CT 06460
Industrial Construction Company, Inc. 752 North Mountain Road Newington, CT 06111-1496

Ceco Concrete Construction 23A Old Windsor Rd. Bloomfield, CT 06002
The Joseph F. Kelly Co., Inc. 184 Front Avenue West Haven, CT 06516

Chapel Construction of New Haven, Inc. 100 Ashmun Street New Haven, CT 06511
Lombardo Bros. Mason Contractors, Inc. 121 Elliott Street East Hartford, CT 06114

Civitillo Masonry, Inc. 28 Shepard Dr. Newington, CT 06111
Marshall & Sons, Inc., J.L. P.O. Box 2210 Pawtucket, RI 02861

Deluca Construction Company, The 27 Crescent Street P.O. Box 2186 Stamford, CT 06906
Marshall & Sons, Inc., J.L. 3 Clara Street Seekok, MA 02771

J. DeLuca Construction Co., Inc. 414 Greenfield Street Fairfield, CT 06430
Mercede & Sons, Inc., Frank 860 Canal Street Stamford, CT 06902

Dexter II, Inc., B.W. 556 Westcott Rd. Danielson, CT 06239
Milazzo & Company, S.G. 148 Dividend Rd. Rocky Hill, CT 06067

Frank E. Downes Construction Company, Inc. 200 Stanley Street New Britain, CT 06050
C.H. Nickerson & Co., Inc. PO Box 808 Torrington, CT 06790

John Filloramo Const. Company, Inc. 82 Glendale Rd. South Windsor, CT 06074
O & G Industries, Inc. PO Box 907 Torrington, CT 06790

River Pile & Foundation Co., Inc.

73 Alexander St.
Yonkers, NY 10701

Standard Builders, Inc.

52 Holmes Rd.
Newington, CT 06111-1708

Taylor Precast, Inc.

120 Highwoods Drive

Guilford, CT 06437

Tomlinson-Hawley-Patterson, Inc.

2225 Reservoir Avenue

Trumbull, CT 06611

APPENDIX "A"

TENDERS: Tending masons, plasterers, carpenters 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 bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts.

Unloading, handling and distribution 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 salamander 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 and 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. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging 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.

CARPENTER TENDERS

Cords and Power Tools:

The laying out and picking up of cords and power tools used by the carpenter is the work of the laborers (in its entirety).

Sheet Rock, Wallboard and Metal Studs:

The unloading, handling and distributing of sheet rock, wallboard and metal studs from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Cleaning of Debris:

The cleaning and clearing of all debris caused by the installation of the sheet rock, wallboard, and metal studs by the carpenter is the work of the laborers (in its entirety).

The Unloading of Ceiling and Floor Tiles:

The unloading, handling and distribution of ceiling and floor tiles from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Metal Doors and Metal Door Bucks:

The unloading, handling and stockpiling of metal doors and door bucks from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Scaffolding:

Where self-supporting scaffolding or staging over 14 ft. in height or specially designed scaffolds are built by carpenters, laborers shall tend such carpenters on erection, therefore, the dismantling of such scaffolds, as well as the preparation for foundation or mud sills for such scaffolding and maintenance of same shall be done by the laborers. When working with mason and plaster contractors, the unloading, handling and building of scaffolds in its entirety is the work of the laborers.

Panel Forms:

The unloading of panel forms from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers. The cleaning and oiling of said forms is the work of the laborers.

The erection and releasing of the forms up until the final stage when the forms are not to be reused in its original form is the work of the carpenters. The final stripping, cleaning, oiling and loading of the forms belongs to the laborers (in its entirety).

Flat Arch Stripping.

Flat arch stripping in its entirety is the work of the laborers.

Asbestos Removal and Encapsulation

Sub-Contractors' Debris:

The cleaning and clearing of all debris by all sub-contractors working within the confines of the building is the work of the laborers (in its entirety).

SCAFFOLDS: Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof.

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 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 truck 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 or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setter, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing, erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling of timber and loading and unloading of same.

CONCRETE BITUMINOUS CONCRETE AND AGGREGATES

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise

placing concrete or aggregates whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, grouted, 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, or 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. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

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

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. 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, and the stripping of forms on all flat arch work. The moving, cleaning, oiling, and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

STREETS, WAYS AND BRIDGES

Work in excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grades for all paving, including excavation, dumping and spreading of sub-grades material, ramming or otherwise compacting. Setting, leveling and securing or bracing metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving materials, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, curing, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.

Cutting of streets and ways for laying of pipes, cables or conduits 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 jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, 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 pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of road, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND SEWERS

Construction of sewer, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner, plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operations, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts,

etc. and their approaches. All concrete work as described above in addition, the hooking on, signaling and dumping of concrete for tremie work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

COMPRESSED AIR

In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chuckbenders and cable tenders, vibratormen, jetgunmen, gunnite nozzle men, reboundmen and all other 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. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting

and lining up of sectional metal or other pipe, including corrugated pipe, ductile iron, carbon steel, plastic, concrete, steel, steel lined concrete and other pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutchinson's decision.) Laying, leveling and making of the joint of all multipurpose pipe or multi-cell conduit. Cutting of holes in walls, footings, piers or other obstructions from the passage of pipe or conduit for any purpose or other obstructions from the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

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 backfilling, landscaping old and new site.

DRILLING AND BLASTING

All work of drilling, jackhammering and blasting. Operations of all rock and concrete drills, including handling, carrying, 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 point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of

nets and other safety devices and signaling, flagging, road guarding.

SIGNAL MEN

Signal men on all construction work defined herein, including traffic control signal men at construction sites.

GENERAL EXCAVATION AND GRADING

The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chairmen, rodmen, grade markers, etc.

FACTORIES

All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessels cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture.

GENERAL

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning and reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety man, tool room men, part, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS, QUARRIES, ETC.

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar

plants, including temporary and portable Batching Plants.

WRECKING

The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

RAILROAD TRACK WORK

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

STUDIO UTILITY EMPLOYEES

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

USE OF TOOLS

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment

necessary for the performance of work described herein.

HEATERS

All Laborers work in connection with heaters being fed by a propane tank.

MISCELLANEOUS

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Letter of Understanding

April 1, 2002

Side Letter (CCLMC)

2002-04-01

1000000000

The parties agree that one cent (1¢) of the eleven cent (11¢) Association Program Fund contribution in Article XII of the 2002-2005 Building Agreement will be allocated by the Association to the work of the Connecticut Construction Labor Management Council (CCLMC). However, upon written mutual agreement by the parties or by the Business Manager of the Laborers District Council and the Vice President of Labor Relations of the Association, the one cent (1¢) allocation will cease.

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

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

LABORERS BUILDING INDEX

<u>Subject</u>	<u>Page Numbers</u>
Accident	9,11
Accident Prevention	4, 9, 12
Adjustment of Disputes	15-18
Alcohol Testing	12
Annuity Fund	6, 13
Appendix A - Jurisdiction	25
Apprentice and Training Fund	7, 13
Apprentice Program	7
Arbitration	9, 19
Association	1
Association Program	17-18, 31
Association Membership	1, 15, 18, 23
Attorney's Fees	14
Bituminous Concrete	26, 27
Blasting	9, 26, 27-29
Board of Adjustment	19
Bracing	8, 26-29
Bridges	25, 27-28
Business Manager, Field Representatives, Stewards, Foremen	12
Carpenter Tenders	4, 25
Carpenters, State Council of	5
Carryover of Wages	6
Check Off	15-18
Classification of Employees	4-5
Clean up Rate	4
Clothes Room	11
Coffee Break	7
Compressed Air Operations	28
Concrete and Aggregates	26
Conditions of Agreement	1, 3, 11-12, 18, 20-21
Connecticut Laborers District Council	1, 22
Cords and Power Tools	25
Culverts	28, 30
Debris, cleaning up	8, 25, 26
Delinquent Payments	13-15
Discharge	3, 7, 11-12
Discrimination	18-19
Disputes, Procedure and Adjustment	18-19
Doors and Door Bucks, Metal	25
Drains	8, 28
Drilling and Blasting	28-29
Drinking Water	11
Drug Testing	12
Dues Check Off	15-18
Dues Deduction Authorization Form	16
Duration of Agreement	21

Employer, Definition	1
Employer, Liability (see Liability)	
Employer's Remittance Report	17
Excavations and Foundations	26
Factories	29
Field Representatives	12
Flat Arch Stripping	26
Foremen	5, 12, 13
Forms	8, 15, 17, 26-27, 28
Foundations	8, 25-28
Fringe Benefit Funds	13, 15
Funds (See Payment to Funds and Specific Funds)	
Government or Private Limitations	5-7
Grading	8, 27, 29-30
Grievances and Arbitration	9, 19-20
Health, Safety and Welfare	12
Health Fund	13
Heaters	9, 30
Heavy-Highway, Tunnel and Utility Agreement	3
Hiring	3, 4
Holidays	5, 6, 8
Hours of Work and Shift Operations	4-6, 9-10
Inclement Weather	5, 6
Independent Agreements	17, 18
Interest Penalties	13-14
Intermediate Classification	4
International Maintenance Agreement	6
Jacking Pipe	29
Jurisdiction, Trade	9, 14, 22, 30
Jurisdictional Claims	9
Labor Management Cooperation Trust Fund	16
Laborers Political League	16
Lagging	8, 28, 29
Lay off	11, 12
Legal Services Fund	13, 15
Letters of Understanding	22, 31
Liability	11, 13-15
Lockouts	1, 18
Market Recovery Agreement	6, 22
Membership in Good Standing	2, 3, 12, 16
No-strike (See Work Stoppages)	
Notification	6, 7, 10
Occupational Safety and Health Act	12
Overtime Hours and Work	5, 6, 12
Panel Forms	26, 27
Parties to Agreement	1
Payment of Union Dues	12, 13, 15-16, 18
Payment of Wages	4, 5, 11, 15
Payment to Funds	14, 15, 18-19
Payroll Deduction	15

Pension Fund.....	13, 15, 17
Pipelayers Rate.....	4
Pits, Yards, Quarries, etc.....	29
Preamble.....	1
Pre-Job Conference.....	4
Pre-filed Bid.....	6, 7
Procedure for Adjustment of Disputes.....	18
Propping.....	26, 28, 29
Protection of Rights.....	1
Quarries.....	29
Quitting Time.....	5, 7, 11
Railroad Track Work.....	30
Raingear and Slipover Boots.....	11
Recognition.....	2
Records and Reports.....	14, 10, 17
Rehire.....	3
Reporting Time Pay.....	10
Safety.....	1, 4, 12, 29
Salamanders.....	9, 10
Saturday Work.....	5, 6
Scaffolds.....	26
Schedule I - Companies Bound to the 1996-1999 Agreement.....	23
Scope of Agreement.....	1
Setting and Stripping Forms.....	26-28
Several Liability.....	18
Sewers, Drains, Culverts, Multiplates.....	28
Shafts and Tunnels, Subways and Sewers.....	28
Shifts.....	4, 5, 9-10, 14
Shoring.....	9, 28, 29
Signal Men.....	29
Site Preparation.....	26, 28
Starting Time.....	5, 7, 10, 22
Stewards.....	12
Streets, Ways and Bridges.....	27, 29
Strikes.....	1, 9, 18
Studio Utility.....	30
Subcontracting.....	3, 20
Subcontractor.....	3, 4, 15, 20
Subway.....	28
Sunday Work.....	5, 6, 8
Teamsters Joint Council No. 64.....	6
Telephone Number.....	10
Tenders.....	4, 25
Territorial Jurisdiction.....	2, 12, 13
Third Party Beneficiary.....	18
Tiles, Ceiling and Floor.....	25
Toilets.....	11
Tools, Clothing, etc.....	11
Toxic Waste.....	5, 9
Trade Jurisdiction.....	30

Traffic Control Signalman	4
Training Fund.....	13, 14
Transportation and Transmission Lines.....	26
Trenches, Manholes, Handling and Distribution of Pipe.....	8, 28
Trustees of Funds.....	13-15
Tunnels and Shafts in Free or Compressed Air.....	28
Underpinning, Lagging, Bracing, Propping and Shoring.....	29
Unemployment Compensation.....	11
Union(s) and Local Unions.....	1, 2
Union Liability.....	15
Union Recognition, Union Security and Employment.....	2
Union Membership.....	2
Union Security.....	2
Wage Payment.....	3, 4, 6, 11, 18
Wage Rates and Classifications.....	4, 5
Work Day.....	5, 7, 10, 12
Work Stoppages.....	9, 10, 18
Wrecking.....	29, 30





