

**HEAVY AND HIGHWAY AGREEMENT
ONONDAGA COUNTY
EFFECTIVE APRIL 1, 2016- MARCH 31, 2018**

ARTICLE 16 – WAGE RATES

The wage rate for employees covered by this Agreement shall start the first full payroll period beginning on or after the effective date as follows:

	<u>6/1/16</u>	<u>6/1/17</u>
Group 1	\$23.36	\$23.91
Group 2	\$23.56	\$24.11

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers, Parts Chaser, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic and Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment-Euclid Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concrete mobile unit, Off-Highway Tandem Back-Dump Twin Engine Equipment and Double-Hitched Equipment where not self-loaded.

ARTICLE 21 HEALTH AND WELFARE

The Employer agrees to participate in the New York State Teamsters Council Health and Hospital Fund for each employee covered by this Agreement within the jurisdiction of the Teamsters Local 317, and abide by the rules of said Fund set forth in the signed Participation Agreement. The employer agrees to contribute the following rates for all hours paid as follows:

<u>6/1/16</u>	<u>6/1/17</u>
\$14.10	\$14.80

All Employers who have not signed the applicable stipulation required will sign the applicable stipulation at the pre-job conference prior to commencement of work. Failure to sign said stipulation shall invalidate the no-strike clause.

ARTICLE 22 PENSION

<u>6/1/16</u>	<u>6/1/17</u>
\$8.36	\$8.86

The Employer agrees to contribute the following sums for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund. The employer agrees to sign the standard Fund Participation Agreement as required by the Fund Trustees.

	<u>UNION DUES</u>	
	<u>6/1/16</u>	<u>6/1/17</u>
Group 1	\$58	\$60
Group 2	\$59	\$60

HEAVY AND HIGHWAY AGREEMENT

WITH

TEAMSTERS LOCAL 317

affiliated with the
**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

TERM: 04/01/13 - 03/31/16

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PREAMBLE

THIS AGREEMENT is made by and between the individual Employer signatory hereto and **TEAMSTERS LOCAL 317**, an affiliate with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "local" or "Union."

ARTICLE 1 LEGALITY

1.1 All provisions of this Agreement shall be complied with unless any such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event, either party, at its option, may require renegotiation of such invalidated provisions for the purpose of adequate replacement thereof, reserving the right of arbitration in the event that such negotiations do not result in agreement.

ARTICLE 2 RECOGNITION

2.1 The Employer does hereby recognize the Union as the sole labor organization representing employees covered by the Brotherhood Teamsters jurisdiction, including, but not limited to, the classifications listed in this agreement.

2.2 Two (2) working days prior to the commencement of any work on a project, the prime contractor shall notify in writing those crafts with whom Union is party to a contract, of a pre-job conference to be held at a time and place in the project area, to be designated by the prime contractor. The Union agrees that it will attend at the designated time and place together with the other designated Unions representing employees who will perform work on the project. It is mutually agreed that the prime contractor and the Union shall not be asked or required to attend any pre-job conference with a single craft except in such instance as where a single craft will be performing work on the project.

2.3 No subcontractor is to commence work on a project until he has had a pre-job conference with the Union, unless the Union waives such pre-job conference.

2.4 If the prime or a subcontractor shall fail to comply with the obligations of paragraphs 2.2 and 2.3 of this article, the Union shall be under no obligation to furnish applicants for employment to the offending contractor or subcontractor pursuant to other provisions of this contract.

ARTICLE 3 CONDITION OF EMPLOYMENT

3.1 It shall be a condition of employment that all employees of the Employer covered by this agreement, who are members of the Union in good standing, shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the

eighth (8th) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

- 3.2 The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.
- 3.3 When the Employer needs additional employees, he shall give the local Union equal opportunity with other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the local Union.

ARTICLE 4 DEFINITION OF HEAVY & HIGHWAY CONSTRUCTION

- 4.1 Heavy and Highway construction, where referred to in this agreement, is defined as including, but not limited to, the construction of roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad and street railway construction projects, sewers, water abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevations, elevated highways, drainage projects, reclamation projects, water supply projects, water power developments, transmission lines, duct lines, pipe lines, docks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects; jetties, breakwaters, docks, harbors, industrial sites, intake structures, sewage treatment projects, pure water works, water filtration projects, electric substations, ecology and environmental control projects, highways, grade crossings, curbs, culverts, railroad bridges, reservoirs, irrigation and flood control projects, locks, piers, pile driving, power plants, hydroelectric developments, pumping stations and all earth moving.
- 4.2 This agreement includes the external or outdoor site preparation for all projects involving excavation, grading, drainage, subgrade, paving and/or related work.
- 4.3 Building construction, i.e., that work inside the building line, is excluded from this agreement.

ARTICLE 5 SUBCONTRACTING

- 5.1 Site work shall be defined as all work done on the site proper and all hauling from an area outside the project area to the project area, which outside area is operated and maintained by the prime contractor for use in conjunction with the project.

- 5.2 The Employer agrees that the wages, hours and working conditions provided for 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. All employees, including those employed by the subcontractor/independent operator with more than one (1) vehicle and those on site work, described in paragraph 1 above, shall be paid directly by the prime contractor. However, when mutually agreed between the prime contractor and Union, a subcontractor shall be allowed to establish its own payroll.
- 5.3 An owner-operator owning or contracting a single vehicle, operating or driving his own vehicle, shall receive his wages by check separate from the check issued for the use of equipment, issued by the prime contractor and shall be covered by all conditions incorporated in this agreement. Owner-operators shall designate whom they desire to repair their trucks.

ARTICLE 6 RULES

- 6.1 There shall be no rules, regulations or agreements expressed or implied between the parties hereto, other than herein set forth in this agreement, except that the Union and Employer may, from time to time, issue Memoranda of Agreement for the purpose of amending this agreement on a project basis. It is mutually agreed that said Memoranda will be on file in the Employer's and Union's offices and will be considered as addenda and become a part of this agreement on a project basis.

ARTICLE 7 JURISDICTION

- 7.1 The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or other persons other than its employees in the bargaining unit herein involved to perform work which is recognized as being within the Teamsters' jurisdiction.
- 7.2 All work heretofore recognized as being within the jurisdiction of the Union shall continue to be the jurisdiction of the Union notwithstanding any inconsistent provisions contained in other agreements executed by the Employer and Union.
- 7.3 If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local business agent of the crafts involved for settlement, and if no understanding or agreement is reached within forty-eight (48) hours, it will be referred to the International Unions involved for settlement. If no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. International jurisdictional agreements shall be respected by both parties.

7.4 The geographical jurisdiction shall be as follows: Entire County of Onondaga. Madison County: Townships of Sullivan, Lenox, Cazenovia, Fenner, Nelson, DeRuyter, and Georgetown. Oswego County: All Townships except Redfield, Sandy Creek, and Boylston.

ARTICLE 8 NEGOTIATIONS

- 8.1 The Employer agrees not to enter into any agreement with any other organization claiming to represent its employees during the term of this agreement unless ordered by a Labor Relations Board having jurisdiction in the premises to cease to recognize the Union contracted with herein as the collective bargaining agent for the employees.
- 8.2 The Employer agrees to deal, negotiate and treat with the properly accredited officers and committees of the Union on all grievances that may arise between the Employer and the Union and members of the Union.
- 8.3 The Employer further agrees not to deal or bargain with any members of said Union individually on matters of working conditions, wages and hours or in any matter over which the Union has jurisdiction or to enter into any agreement that will conflict with this agreement.

ARTICLE 9 INTERVIEW

- 9.1 The authorized representative of the Union shall be allowed to interview the Employer or the workers during working hours, but shall not unreasonably interfere or hinder progress of the work.

ARTICLE 10 STRIKE OR LOCKOUT

- 10.1 During the term of this agreement, neither party shall order nor permit any walkout, strike or lockout.

ARTICLE 11 ARBITRATION & GRIEVANCE PROCEDURE

- 11.1 Grievance Procedure: All grievances or disputes involving any controversy, dispute, or misunderstanding arising as to the meaning, application or observance of any provisions of this agreement shall be handled in the manner hereinafter set forth. It is agreed that all matter pertaining to the interpretation of this agreement must be referred directly to the parties for resolution; if not resolved, the issue may be submitted to binding arbitration by either party.

Step 1. All grievances must be made known in writing to the other party within seven (7) working days after the reason for such grievance has occurred. The aggrieved employees or employees' shop steward or another authorized representative of the Union shall first submit a written grievance to the job

superintendent, or his duly authorized representative. The shop steward or another authorized representative of the Union shall be present at any meeting between the job superintendent and such employee or employees involved. The job superintendent or his duly authorized representative must make a written disposition of the matter within twenty-four (24) hours after the submission of such written grievance thereto.

Step 2. If the disposition of the matter by job superintendent or his duly authorized representative is not satisfactory, the matter must be taken up by the business agent and representative of the Employer with authority to act, within 48 hours of the written disposition set forth in Step 1.

Step 3. If the disposition of the matter in step 2 is not satisfactory, either party has a right to file its grievance with the New York State Employment Relations Board for the designation of an arbitrator. The decision of the arbitrator shall be final and binding on all parties. Any cost incurred as a result of said arbitration shall be shared equally between the parties.

- 11.2 In the event that either party fails to abide by the decision of an arbitrator, or refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal or economic recourse.
- 11.3 The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto or to add new provisions to this agreement or any amendment or supplement thereto.
- 11.4 Violations concerning pension and health and welfare payments shall not be subject to the grievance procedure. In such cases, the applicable participation agreements shall apply.
- 11.5 With regard to new equipment which is within the Teamsters' jurisdiction, and with regard to equipment within Teamster jurisdiction for which no wage rates appear herein, such wage rates shall be resolved pursuant to the provisions of this article. There shall be no deadlining of equipment or work stoppage pending resolution of the question and the agreed-upon rates shall be retroactive.
- 11.6 A grievance under Section 5.4 of this agreement shall be processed directly and immediately.

ARTICLE 12 DISCHARGE

12.1 Any discharged employee may file a grievance no later than four (4) working days after discharge by a written notice submitted to the project manager or superintendent and the local Union; such grievance shall be immediately processed in accordance with the steps of the grievance procedure.

ARTICLE 13 JOB STEWARDS

13.1 The Employer recognizes the right of the Union to designate job stewards and their alternates. Effective on all work bid on or after April 1, 1983, the job steward shall be from the membership of the local that has jurisdiction of the job site. There shall be only one (1) steward on a project and he shall be an employee of the prime contractor except where the only Teamsters on the project are employees of a subcontractor in which case there shall be one (1) steward and he shall be an employee of the subcontractor.

13.2 The Union shall notify the Employer in writing the name of the employee of the Employer who is to be appointed steward or alternate steward.

13.3 The Teamster steward shall be notified of any hiring or layoff of any employees of the prime contractor or subcontractor.

13.4 The steward shall not replace any Teamster during the first eight (8) hours after commencement of a work day.

13.5 The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed, the following duties and activities:

- (a) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (b) The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information
 - 1/ have been reduced to writing, or
 - 2/ if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

- 13.6 Job stewards and alternates have no authority to take strike action.
- 13.7 The job steward shall be the last employee to be laid off and he shall not be discharged without notifying the Union business representative.
- 13.8 The Teamsters steward shall be on the project at all times when the Employer or subcontractors have worked performed within the jurisdiction of the Union provided:
- (a) that the steward or Union is notified when work is to be performed and
 - (b) the steward asserts his seniority right to replace an employee prior to the start of the work day.
- 13.9 When more than one (1) shift is employed, there shall be a steward for each shift.
- 13.10 The steward shall receive the highest rate being paid Teamsters on a project.

ARTICLE 14 SENIORITY

- 14.1 Seniority shall be determined on a job or project basis. A separate seniority list shall be established for the employees of the prime contractor and for each subcontractor without regard to who pays the employees.
- 14.2 In case of a layoff, due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee on his respective seniority list.
- 14.3 The rehiring procedure shall be the reverse of the layoff procedure. When work increases, employees laid off shall be notified to report for work in order of seniority.
- 14.4 These rules shall not apply if there are any breakdown or shutdown periods during the day. A man, whose vehicle is broken down or whose operation is shut down, shall go home regardless of seniority. When one (1) or more shifts are being worked, each shift will be treated as a day for breakdown or shutdown purposes.
- 14.5 However, when a vehicle shall be out of service for more than one (1) day, then the older man shall be told to come in the next day and the youngest man shall be laid off, providing the senior employee is qualified to replace the laid off employee.

- 14.6 An employee, who has been laid off, shall be given at least forty-eight (48) hours to report to the job when he is called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be hired.
- 14.7 The Union will furnish a temporary driver if requested to do so, until the laid off employee shall report for work.

ARTICLE 15 LEAVE OF ABSENCE & DISCIPLINE FOR UNAUTHORIZED ABSENCE

- 15.1 An employee with a leave of absence shall lose no benefits or rights. Such leave of absence shall not be binding unless it is agreed to in writing between the employee, the Employer and the Union, except when an employee is assigned to Union business, then the leave of absence becomes automatic.
- 15.2 In the event that an employee seeking a leave of absence fails or refuses to pay the Employer for remittance to the pension and health and welfare funds amounts sufficient to cover contributions during the period of absence, no such leave of absence shall be granted.
- 15.3 The Union and the Employer expressly agree that a stable work force is required at all times in this seasonal industry and that the absence of individual employees may have a serious impact on the Employer's project productivity and efficiency.
- 15.4 Absences from scheduled work are to be discouraged; accordingly, it is agreed:
- (a) the first absence without prior excuse or reasonable cause shall entitle the employee to a verbal warning;
 - (b) the second absence without a prior excuse or reasonable cause shall entitle the employee to written warning notice with copy to the Union.
 - © the third absence without prior excuse or reasonable cause is agreed to be just cause for discharge of the employee and it shall be the decision of the Union whether to ask for recourse to the grievance procedure.

ARTICLE 16 WAGES AND MISCELLANEOUS

- 16.1 Pay: All employees shall be paid on the job during working hours the wages for the previous week by Friday unless otherwise mutually agreed upon between the Employer and the Union. In the event an employee is not paid at the time he is laid off he may be paid by check mailed within twenty-four (24) hours or next business day.

16.2 Transporters and Escorts:

- (a) When self-propelled equipment covered by this agreement is to be moved from the job site to a new project under the equipment's power, such equipment shall be operated by an employee from the area where the trip originates.
- (b) When equipment or material is to be removed from a job site by use of some other piece of Employer-owned or leased equipment, the operation of the transporting equipment shall be by an employee from the area where the transporting equipment is based. This clause shall be equally applicable to on-job-site moving of equipment or material where there is not present on the job site a suitable or available piece of equipment for such a move, provided:
 - 1/ that in the event that the time which the transporting equipment is used exceeds one (1) day, the work in excess of one (1) day shall be performed by an employee from the job site area;
 - 2/ the transporter does not supplant a site Teamster or vehicle.
- (c) When transporting equipment is based on the job site, it shall be manned by an employee from the job site area when and if such services are required.
- (d) Reasonable expenses for meals and lodging shall be paid by the Employer when furnished receipts.
- (e) When escorts are required with respect to moves covered by this transporter clause, the escort drivers for such moves are within the jurisdiction of the Union and such drivers shall be from the area where the move originates.
- (f) With respect to equipment not customarily operated by Teamsters, the status quo with respect to escort drivers shall be observed pending resolution by the International Unions involved. The decision or agreement reached by said International Unions shall become a part of this agreement and shall be final and binding upon the parties.
- (g) The Employer shall assign the number of men and vehicles under the above paragraphs at his discretion.

16.3 When an employee works in more than one (1) classification during any one (1) day, he shall be paid the wage rate of the highest classification in which he worked for all hours worked on that day.

- 16.4 Piece work: The Employer agrees not to establish any piece work or contract work, subject to Article 5.
- 16.5 Penalty pay: The moving of equipment or material by employees covered by this agreement shall continue to be performed by such employees. In the event that such work is performed by employees other than those covered by this agreement, it will, if established as having occurred, subject the Employer to penalty pay on the following basis:
- (a) An employee covered by this agreement shall be paid on the same basis as if he had actually performed the work.
 - (b) When a grievance has been filed, questions of fact on violations of this provision, shall be subject to review by the Joint Committee established herein.
- 16.6 Funeral Leave: Any employee with five (5) or more working days service, who is absent from work to attend the funeral of their spouse, children, stepchildren, parent, sister, brother, father-in-law or mother-in-law, shall be paid for his regular hourly rate for time lost from his scheduled workweek by reason of such funeral up to a maximum of three (3) days' absence of eight (8) hours per day. The employee must produce proof to substantiate absence for such funeral if requested by the Employer. Non-work days (Sundays, holidays, etc.) are not paid under this section, but are used in computing the three (3) day period.
- 16.7 Rest room facilities: Clean, sheltered toilet facilities are to be provided and maintained by the Employer for the employees.
- 16.8 No employee covered by this agreement shall be assigned to perform services on two (2) pieces of productive equipment in continuous operation.
- 16.9 When an employee covered by this agreement is not engaged in driving a vehicle, he may be required to perform other work as the Employer may direct.
- 16.10 Work at Hazardous Waste Site: When an employee covered by this agreement performs hazardous waste removal work on a City, County, State and/or Federally designated waste site, and where relevant City, County, State and/or Federally regulations require, employees to be furnished and those employees use or wear, required forms of personal protection to be supplied by Employer and then, in such case, an employee shall receive the basic rate plus \$1.50 per hour.

16.11 The wage rates shall be as follows:

Classification	Effective 4/1/13	Effective 6/1/13	Effective 6/1/14	Effective 6/1/15
Group 1	\$ 21.02	\$21.09	\$21.84	\$22.62
Group 2	\$ 21.22	\$21.29	\$22.04	\$22.82

**On prevailing rate projects, these wage rates shall not become effective until the date they are posted by the Department of Labor.

Additionally, for all local Unions, for each year of the agreement, when an employee covered by this agreement performs **hazardous waste removal work** on a city, county, state and/or federally designated waste site, and where relevant city, county, state and/or federal regulations require, employees to be furnished and those employees use or wear required forms of personal protection to be supplied by the Employer, and then in such case **an employee shall receive the basic hourly rate plus \$1.50 per hour.**

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers, Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment-Euclid Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concrete mobile unit, Off-Highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loaded.

NOTES:

- (a) Water Tank, Sprinkler Trucks and Winch Trucks shall be governed by the appropriate group according to axle, i.e., single axle, three axle, Euclid or semi.
- (b) The classifications of Greasers, Truck Tiremen, Truck Mechanic, and Truck mechanic Helpers refer to hauling subcontractors.
- © In the event that the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International Union of Operating Engineers shall reach an agreement on the International level, which agreement awards any or all of the following work classifications to the Teamsters Union, then the designation set forth below shall be followed:

- 1/ Group 1: Rubber-tired tractors (towing or pushing flatbody (vehicles), Form Truck.
 - 2/ Group 2: "A" Frame Operator, Front-end Loader, Fork Lift when used as a hauling vehicle and Boom Truck.
- (d) The Employer recognizes the jurisdiction of the Union with respect to parts chasing and when the services of a Parts Chaser are required, such work shall be assigned to an employee of the Teamster craft.

ARTICLE 17 HOURS OF WORK & OVERTIME

- 17.1 An employee covered by this agreement shall be employed on a project whenever any work is being performed which is covered by this agreement.
- 17.2 All time worked in excess of eight (8) hours in any one (1) day and all day Saturday, shall be paid for at the rate of time and one-half.
- 17.3 Starting time shall be no later than 8:00 a.m. On multiple shift work, the work week shall start not earlier than 5:00 a.m. The contractor shall set the starting time. Special cases of starting time may be set by mutual consent with the Union. All time worked in excess of the normal shift shall be considered overtime.
- 17.4 Two (2) or three (3) shifts may be worked in twenty-four (24) hours. Where two (2) shifts are employed, they shall be of equal duration and at the same rate. Two (2) shifts may be worked in twenty-four (24) hours and shall be of equal duration and at the same rate. However, in a two (2) shift operation, where the combined number of hours worked by the two (2) shifts are sixteen (16) or less, each shift shall be paid eight (8) hours pay at straight time.

Three (3) shifts may be worked in twenty-four (24) hours and shall be at the rates and duration as set forth below:

1st SHIFT	8 HOURS WORK	8 HOURS PAY
2nd SHIFT	7½ HOURS WORK	8 HOURS PAY
3rd SHIFT	7 HOURS WORK	8 HOURS PAY

Each shift shall have one-half (½) hour for lunch.

When two (2) or three (3) shifts are worked, the second and third shifts shall be considered for payroll purposes as having been worked in their entirety on the same day on which the first shift started.

- 17.5 All time worked on Sunday and the following holidays shall be paid for at the rate of double time for no less than eight (8) hours: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event such work is non-productive (maintenance and safety), the employees shall be paid for actual time worked, which in no event shall be less than two (2) hours. All Sunday work shall be paid at the rate of double time. Watering concrete is not maintenance and safety within the meaning of this clause.
- 17.6 Time worked shall be from the appropriate parking area designated by the Employer for the assigned vehicle to the same such parking area.

ARTICLE 18 HOLIDAYS

- 18.1 The paid Federal holidays to be observed are as follows:

**NEW YEAR'S DAY
LABOR DAY**

**MEMORIAL DAY
THANKSGIVING DAY**

**INDEPENDENCE DAY
CHRISTMAS DAY**

- 18.2 The paid holidays mentioned above are to be observed irrespective of the day of the week on which the holiday may fall. If the holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.
- 18.3 Any employee laid off within the week in which a holiday falls shall receive holiday pay. Any employee laid off or not scheduled to work within seven (7) calendar days prior to a holiday shall receive holiday pay. A man must work the working day before and working day after a holiday to receive holiday pay. An employee shall not receive holiday pay for holidays occurring during seasonal or other lay-off periods. However, if a new employee is employed by an Employer for one (1) day only during this period, he shall not be entitled to holiday pay.
- 18.4 Any employee hired prior to December 1st and laid off after December 15th shall be entitled to Christmas Day pay.
- 18.5 Any employee laid off on or after December 15th and who returns to work by January 15th shall be entitled to pay for both Christmas and New Years Day.
- 18.6 If a man is ordered out and reports for work on a holiday, set forth in Section 18.1 above, and does not start, then he will be paid a minimum of four (4) hours straight time in addition to the straight time given for said paid holiday. If he starts work on a paid holiday, he will be paid a minimum of eight (8) hour's pay at double time, and the holiday pay.

ARTICLE 19 SHOW UP TIME

- 19.1 Unless notified the previous days not to report, employees reporting for work shall in any event, receive a minimum of two (2) hours pay at straight time.
- 19.2 If a man must wait more than two (2) hours that time, in excess of the two (2) hours, shall be considered time worked.
- 19.3 If a man shall start work, he shall be guaranteed a minimum of two (2) hours pay for that day, In the event that a man shall work more than two (2) hours, he shall be paid for all actual hours worked that day. The intent is not to interfere with an eight (8) hour work day, but rather be applicable to weather conditions, equipment failure or other conditions beyond the Employer's control.
- 19.4 In the event a contractor intends to shut down a job, he shall contact the man not later than 6:00 p.m. of the day prior to the shutdown.

ARTICLE 20 SAFETY

- 20.1 No employee covered by this agreement shall be required to operate any equipment in violation of any applicable law or code. It shall not be a violation of this agreement if any such employee refuses to operate unsafe equipment unless such refusal is unjustified.

No employee covered by this agreement shall be responsible for payment of any fine as a result of ticketing for an overloaded vehicle. It shall be the responsibility of the truck owner to pay said fines. In the event the truck owner or subcontractor fails to pay the fines, the general contractor shall be responsible for said fines.

- 20.2 Inspection of Vehicles:

- (a) Over-road Vehicles: employees shall be given a maximum of five (5) minutes after daily starting time to make a preventative maintenance and safety check of their assigned vehicle. At the completion of the day's work, each such employee shall fill out one (1) original and one (1) copy of a report, the form to be furnished by the Employer, on which the employee shall report any malfunction of his vehicle during the course of the day. These reports shall be turned into a person designated by the Employer. Upon completion of repairs, the driver will return his copy to management. The time, scope, manner and method of repairs shall be at the discretion of the Employer.
- With respect to other vehicles, the maintenance check shall be done in accordance with the Employer's past practices and shall not be subject to the penalty pay clause.

- (b) The Employer and Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.
- (c) Where the Employer has a safety committee on any job, one (1) of the employees who is a member of the Union shall be a party to such committee. The duties of the committee shall be determined by the Employer.
- (d) An employee covered by this agreement shall not be required to back his equipment under such hazardous conditions that his safety is endangered.

20.3 The Union and the employees agree that willful neglect and failure by an employee to obey Company safety rules and regulations, or to obey safety rules, standards and regulations as prescribed pursuant to the Occupational Safety and Health Act or other governmental regulation or legislation, or to use properly such safety devices or equipment as are provided by the Company, shall be just cause for immediate discharge upon first offense and it shall be the decision of the Union whether to ask for recourse to the grievance procedure. Copies of the rules shall be furnished at the time of employment.

ARTICLE 21 HEALTH & WELFARE

21.1 The Employer agrees to participate in the New York State Teamsters Council Health and Hospital Fund for each employee covered by this Agreement working within the jurisdiction of the Teamsters Local 317, and abide by the rules of said Fund as set forth in the signed Participation Agreement. The rate of contributions shall be as follows:

Effective April 1, 2013	\$ 11.93 per hour	For all hours paid
Effective June 1, 2013	\$ 12.96 per hour	For all hours paid
Effective June 1, 2014	\$ 13.29 per hour	For all hours paid
Effective June 1, 2015	\$ 13.56 per hour	For all hours paid

21.2 All Employers who have not signed the applicable stipulation required will sign the applicable stipulation at the pre-job conference prior to commencement of work. Failure to sign said stipulation shall invalidate the no-strike clause.

21.3 The Employer is obligated to make contributions pursuant to this Article on or before the tenth (10th) day of the month following the month which said monies are due.

ARTICLE 22 PENSION

22.1 Effective April 1, 2013 the Employer agrees to contribute the sum of \$6.62 per hour, for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund.

Effective June 1, 2013 the Employer agrees to contribute the sum of \$7.02 per hour, for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund.

Effective June 1, 2014 the Employer agrees to contribute the sum of \$7.44 per hour, for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund.

Effective June 1, 2015 the Employer agrees to contribute the sum of \$7.89 per hour, for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund.

22.2 All such monies shall be turned over to the Fund treasury on or before the tenth (10th) day of the month following that month in which said monies accrued.

22.3 The Employer agrees to sign the standard Fund participation agreement as required by the Fund trustees.

22.4 FUND REHABILITATION - The parties acknowledge the varying financial condition of pension funds provided for in this agreement and the requirement for the Boards of Trustees of those funds to adopt rehabilitation or improvement plans in accordance with the Pension Protection Act.

Therefore the parties agree to adopt, and incorporate by reference such plans as may be proposed by the Boards of Trustees at such time as the law requires provided however that such rehabilitation or improvement plans may not require an increase in the gross rate of pay and benefit agreed to herein. The parties further agree that where the adoption of such plans requires the re-opening of this contract in order to re-allocate contributions in accord with such plans they will cooperate fully so as to assure the timely approval of the plans.

ARTICLE 23 RECIPROCITY OF FRINGE BENEFITS

23.1 The parties to this agreement mutually agreed that it would be in the best interests of the employees represented by the Union if provisions were made to assure that each such employee be credited with every hourly contribution made on his behalf by welfare and/or pension benefits.

23.2 The parties to this agreement further agree that the goals described in paragraph 1 above could be achieved by the development, execution, and implementation of full reciprocity between the various welfare and pension funds in whose jurisdictions the employees may be employed.

ARTICLE 24 NONDISCRIMINATION IN EMPLOYMENT

24.1 The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned.

ARTICLE 25 CARRYOVER

25.1 For all work bid on or after April 1, 1988, there shall be a twelve (12) month carryover, that shall be effective for twelve (12) months after the bid date, of the negotiated rates in effect at the time of bid. The rates of wages and contributions shall be rates of this negotiated agreement.

ARTICLE 26 DUES CHECKOFF

26.1 The Employer shall deduct from the basic wage rate of the employees covered by the agreement regular monthly dues of the Union in such sums as is established by each local involved.

26.2 Dues shall be deducted on the first pay period of the month, and only from those employees covered by this agreement who have sufficient earnings and are employed for that pay period. Employees who are not employed or who have insufficient earnings for this pay period will be responsible for their own dues that month.

26.3 No deduction shall be made for regular monthly dues for any such employee unless the employee has deposited with the Employer his copy of an executed dues checkoff authorization form which shall, in no event, be irrevocable for a period of more than one (1) year or the termination date of this agreement, whichever shall be the less.

26.4 Executed copies of dues checkoff authorization cards will be kept on file by the Union and the Employer.

26.5 The Employer assumes no obligation with respect to the obtaining of dues checkoff authorization cards, it being understood that this is a duty and obligation of the Union.

26.6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon dues checkoff authorization cards furnished by the employees and/or Union.

ARTICLE 27 WORK ASSESSMENT

- 27.1 The Employer shall deduct from the basic wage rate of employees covered by this agreement, the amount as shown in the wage rate schedule for each actual hour worked by such employees.
- 27.2 No deduction shall be made for work assessment for any such employee unless the employee has deposited with the Employer his copy of an executed work assessment authorization form which shall, in no event, be irrevocable for a period of more than one (1) year or the termination date of this agreement, whichever shall be the less.
- 27.3 Executed copies of the work assessment cards will be kept on file by the Union and the Employer.
- 27.4 The Employer assumes no obligation with respect to the obtaining of work assessment authorization cards, it being understood that this is a duty and obligation of the Union.
- 27.5 With respect to any such employee for whom a work assessment authorization card has not been furnished, the gross basic wage rate as shown in the wage rate schedule shall be paid to the employee on a straight or overtime basis as shall be applicable under this agreement.
- 27.6 Work assessment shall be first deducted in the first full payroll period following the furnishing of authorization cards.
- 27.7 The Union shall indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon work assessment authorization cards furnished by the employees and/or Union.

ARTICLE 28 JOINT POLICY ON SUBSTANCE ABUSE

- 28.1 The Employer and Union are committed to provide a safe work environment for its employees and the public and also maintain a reliable, productive, quality work force and thus affirm that construction job sites subject to this agreement must be alcohol and drug free.
- 28.2 Employees whose job performance is impaired by the use of alcohol or drugs create an unacceptable safety risk to themselves, co-workers, and public.
- 28.3 Employees who violate the joint policy on substance abuse shall be subject to discipline up to and including immediate discharge.

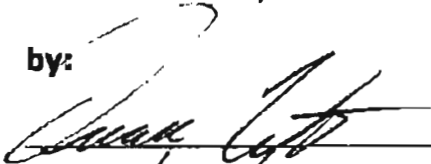
ARTICLE 29 DURATION & TERMINATION

This agreement shall remain in full force and effect from April 1, 2013 to and including March 31, 2016. It shall be renewed from year to year unless either party serves written notice that it desires to modify or terminate the agreement at least sixty (60) days prior to March 31, 2016 or sixty (60) days prior to March 31st of any year thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly subscribed by their duly authorized representatives, this agreement shall be binding upon their heirs, administrators, successors and assigns.

**TEAMSTERS LOCAL 317,
affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,**

by:

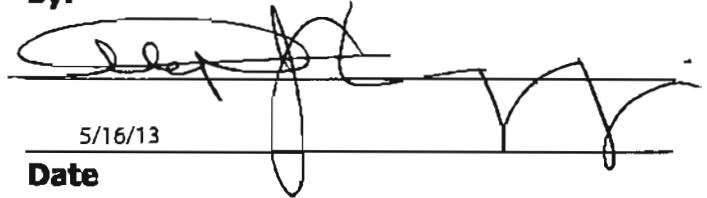


5/16/13
Date

Employer Name & Address

Economy Paving Company, Inc
1819 NYS Route 13
Cortland, NY 13045

by:



5/16/13

Date