

AGREEMENT

between

THE CEMENT LEAGUE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 14-14B

July 1, 2006 to June 30, 2011

This AGREEMENT, dated as of July 1, 2006

between

THE CEMENT LEAGUE

Parties of the First Part, hereinafter  
referred to as the EMPLOYER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 14-14B

Party of the Second Part, hereinafter  
referred to as the UNION

shall be in full force and effect for the  
period from July 1, 2006 to June 30, 2011

## **ARTICLE I**

### **Object**

**SECTION 1.** To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such, or between them and Employer and Employees and to provide for the adjustment of disputes between trades.

## **ARTICLE II**

### **Principles**

**SECTION 1.** The amount of work a man may perform shall not be restricted by the Union nor by its Representatives, Officers or Members, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with under the terms of this Agreement.

It is agreed, however, that in the event the Engineer is ordered to hoist personnel on material hoists, which is contrary to rules and regulations of the U.S. Department of Labor - O.S.H.A., the Engineer shall refuse to operate the hoist.

**SECTION 2.** The Business Representatives of the Union shall have access to the work at all times. They shall comply with all general conditions of the job regarding passes, entrances to be used, etc.

**SECTION 3.** The Employers recognize the Union as a source for the procurement of skilled workmen and engineers and agree to employ such workers who are members in good standing of the

Union or who become members thereof seven days after the commencement of their employment, and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain their membership in good standing.

**SECTION 4.** The Union or its Representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in ARTICLE X.

The foregoing does not deny the right of the Union to render assistance to other Labor Organizations by removing its members from jobs, when combined action by all trades is officially ordered by the President or Business Manager of the Local, but no removal shall take place until formal notice is given to the Secretary of the Trade Association involved, in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX, SECTION 1.

**SECTION 5.** An Engineer shall hoist only the material for his Employer. If the Engineer is required to hoist for any other contractor and/or sub-contractor that does not have an Agreement with the Union and there exists a jurisdictional dispute with the other contractor and/or sub-contractor and its employees, hoisting shall only be done by the mutual consent of the Employer and the Union.

If a problem arises and there is no immediate solution to the jurisdictional problem, it shall be mandatory that the machinery of "The New York Plan" shall become operational at once.

The Employer shall designate the person in his employ who is authorized to order the Hoisting Engineer to raise material.

Nothing in this Agreement shall be construed as prohibiting the shifting of an Engineer from one engine to another, limited to two moves on the same job site onto machines of a similar nature.

**SECTION 6.** Slowdowns and practices contrary to the principles contained in this Agreement will not be tolerated.

**SECTION 7.** The Employer Association and the Union agree that they have not and will not discriminate against any individual seeking employment because of race, creed, color, nationality or sex, age, disability, marital status, citizenship status or sexual orientation.

**SECTION 8.** Should the Union knowingly allow its members to work for competitors of the Party of the First Part, for a wage less than the wage established by this Agreement, or under conditions more favorable to the Employer than the conditions established by this Agreement, the wages and conditions contained in this Agreement shall immediately be changed to conform to the more favorable conditions as shown to exist.

### **ARTICLE III**

#### **Territory Covered**

**SECTION 1.** This Agreement shall apply to building construction work in New York City, i.e., Borough of Manhattan, Borough of Bronx, Borough of Richmond, Borough of Queens and Borough of Brooklyn.

### **ARTICLE IV**

#### **Work Covered**

Engineers shall be employed on the operation of:

- All high pressure boilers, high pressure steam (not from permanent plant of an existing building on the job site or street service) used for temporary heating, when operated by Parties of the First Part.
- All engines irrespective of power used for hoisting materials and construction equipment for buildings.

- Air compressors (it being agreed that one (1) Engineer shall service two (2) compressors when such compressors are located within one hundred feet of each other, and shall drive all truck mounted compressors).
- Air valves, when compressed air is obtained from other sources than the employer's compressor.
- Steam or compressed air driven concrete or mortar mixers.
- On gravity fed Concrete Mixing Plants where compressed air or steam is required, an Operating Engineer shall be employed on the gravity fed Concrete Mixing Plant and/or Boiler.
- One man will cover the gravity fed Concrete Mixing Plant, the Boiler and the Compressor, if all three are used. He shall work any and all overtime that the gravity fed Concrete Mixing Plant works.
- No Engineer shall be required until the gravity fed Concrete Mixing Plant goes into production.
- A Local 14 Engineer and Local 15 Maintenance Engineer shall be employed on a job site Concrete Plant.
- A Local 14 Engineer and Local 15 Maintenance Engineer shall be employed when a Power Pac is used in conjunction with a Conveyor.
- Pulsometers, syphons and pumps driven by steam or compressed air. Cableways, cranes, cherry pickers, clamshells, orange peel and drag line buckets.
- All Hydraulic Cranes in excess of 70,000 lbs. GVW will be manned by two (2) men. One Local 14 Engineer, One Local 15 Maintenance Man.
- Climbing Cranes.
- Locomotives.
- Power chain hoists and concrete pumps.
- Loading or unloading material between the truck and the ground where either a power boom or tail gate mounted on the truck is used to facilitate same shall not be classified as hoisting.

- In connection with pumping, where any pumping is required to be operated continuously on river coffer dams and well point pumps because of water conditions, an Engineer shall be employed.
- Lift Trucks and Forklifts and similar machines, when such Lift Trucks and Forklifts and/or similar machines are used to hoist building materials.
- An Engineer will be employed on a Power Conveyor or Conveyors.
- Motorized buggies when they are used on ramps for lifting materials to the second floor, or above.
- An Engineer shall be employed on engine driven Welding Machines where total amperage being operated under one contract by an individual Contractor within the building, including the foundation, is 600 amperes, or more.
- Welding machines when used on structural steel work.
- Personnel materials hoists, regardless of the use of such machines.
- Helicopters used in construction.
- Lift Trucks used for hoisting any material will be manned by an Operating Engineer.
- There shall be a Relief Engineer on the first crane with over a 150' boom and all tower cranes, climbing and crawler, and any derrick.
- The Relief Engineer shall cover from the first through the third machines. Maximum overtime on the first and second crane, if worked, shall be one hour; for a third machine, if worked, two hours overtime maximum.
- The Relief Engineer shall count towards the Master Mechanic if he covers more than one machine.
- The Relief Engineer provision applies to only cranes in production. However, the relief Engineer shall be utilized as one of the additional two (2) Local 14 Engineers used in the erection, dismantling and jumping of Tower Cranes (Climbing and Crawler).
- Erection, Dismantling of all Cranes will be manned as follows:
  - One (1) Local 14 Crane Operator. In addition, there shall be two (2) Local 14 Engineers, one of whom shall operate assist equipment. All Engineers "hands on" in the erection process.

- The jumping of all climbing cranes will be manned as follows:
  - One (1) Local 14-14B Operator
  - One (1) Local 14 Relief Engineer
- House Elevators:
  - (1) It is agreed that the operation of all house elevators including, but not limited to, inside cars, rack & pinion hoists and machines of a similar nature used for the hoisting of any construction material, equipment (including but not limited to: ladders, gangboxes, a-frames, tanks, etc.) or removal of debris is the jurisdiction of the Operating Engineers. It is also agreed that the above equipment, when used in a dual role (that is a mixed use, which is understood by the parties to mean the hoisting of both people and material) is the jurisdiction of the Operating Engineers. Any attempt to subvert, challenge or undermine the applicable New York Greenbook Decision of Record (101-3c) by the signatory association and/or any of its members with any other trade, shall grant Local 14 the sole authority, upon written notice within ninety (90) days to said association, to declare this agreement terminated and require the reopening of collective bargaining. The expiration of the contract shall be ninety (90) days after the aforementioned notice has been given in writing by Local 14.

When a total floor is renovated, the square footage will be determined by the inside perimeter of the building. This paragraph only applies where the contractor does not have control or authority to operate the house car. In all other cases, where the house car is used to perform under Local 14's jurisdiction, the Engineer shall be employed pursuant to the terms of this Agreement.

(1) b. All jobs shall be reported to the Union Hall. All jobs require a pre-job conference between a Union representative and a representative of the Cement League.



(2) a. **Alteration jobs of 1-100,000 square feet:** On alteration jobs of 40,000 square feet or more but not more than 100,000 square feet, if an elevator is designated to the Employer for its use in hoisting materials prior to the start of construction, an Engineer shall be employed on a full time basis for the duration of hoisting of materials by the Employer. If an elevator is not so designated to the Employer's use, an Engineer shall be employed for one week for each 20,000 square feet of space being altered by the Employer. The calculation for the settlement shall include all footage from 0 to 100,000 square feet. The Engineer will be employed according to a schedule developed and distributed by the Employer. He shall report to the site and be available for work and paid on a weekly basis.

b. **Alteration jobs over 100,000 square feet:** On alteration jobs of more than 100,000 square feet (hereinafter "100,000 square feet jobs"), an Engineer shall be employed for two weeks for each 25,000 square feet of space being altered in settlement of Local 14's right to have an Engineer operate the hoist for the duration of the project. The calculation for the settlement shall include all footage from 0. The Engineer will be employed according to a schedule developed and distributed by the Employer. He shall report to the site and be available for work and paid on a weekly basis.

If possession of the elevator is assumed by the Employer and used for hoisting its materials, there shall be no settlement and an Engineer shall be employed on a full time weekly basis for the duration of the hoisting of its materials by the Employer.

If an elevator is not designated to the Employer's use for hoisting materials, but the Employer has a number of elevator cars at its disposal for hoisting materials, an Engineer shall be employed on a full time weekly basis and shall be assigned to any available car.

On 100,000 square feet jobs, if the Employer has available to it an elevator designated primarily for the Employer's use in hoisting materials, even if it is operated by in-house personnel, the Employer shall employ an Engineer and the Engineer shall report to the site and be available for work and shall be paid on a weekly basis.

On 100,000 square feet jobs, if the Employer gains control of an elevator for hoisting its materials, or an elevator is designated for hoisting the Employer's materials, an Engineer shall be employed on a full time weekly basis for the duration of the hoisting by the Employer.

(3) It is further understood that all contracts held in whole or in part by one contractor in any one building will be subject to this clause.

(4) On buildings where there is a complete renovation, the work will be considered new construction and manned accordingly.

(5) On Alteration Work in any 24 hour period, the first seven (7) hours worked shall be paid at the straight time rate; and any hours worked in excess of seven (7) hours shall be paid at the double time rate. The Engineer so employed shall perform any other work assigned by his Employer.

(6) **NEW SPACE:** In occupied buildings on all jobs starting after 7/1/93, Local 14-represented engineers shall be compensated under the alteration provision of the Agreement when Members of the Cement League perform work in a building on "virgin space" that has not previously been "built out", provided that:

(a) the space on which the Cement League member is working has been unoccupied for at least one (1) year after the core and shell of the building were completed; and

(b) the elevator used for transporting construction materials is not under the control of the Cement League Member; and

(c) the work being performed by the Cement League member consists of what is known generally as a "tenant build-out" or "tenant work".

(7) **Definition of a site:** All construction and demolition work performed for or by an owner or developer in a location, by one or more contractors, shall be considered a site. A site may be one building or a number of buildings. The original buildout or the buildout of jobs considered new

construction, regardless of whether the owner, developer or tenant contracts the construction, shall be considered part of the site. All construction and demolition on jobs where a Construction Manager is supervising or coordinating the construction or demolition shall be considered a planned improvement for the owner or developer and, therefore, part of the site.

## **ARTICLE V**

### **Hours**

This Agreement is based on the principle that the Employer is entitled to seven (7) hours actual work for seven (7) hours pay. Any unreasonable failure to work these hours gives the Employer the right to pay for the hours actually worked.

**SECTION 1.** The minimum basic day will be seven (7) hours, between the hours of 8:00 a.m. and 4:00 p.m. for all weekdays, except Saturday. This time shall be actual running time and the Engineer shall have his machine ready to run at 8:00 a.m., unless otherwise notified on the previous day. Each Cement League member may schedule all Local 14 engineers on its payroll at a particular job site to start work at 7:00 a.m. or 8:00 a.m. Any change in starting time shall be effective for at least one calendar week.

**SECTION 2.** It is agreed that the Engineer shall be employed on a straight time weekly basis, except as provided in Section 5 hereof.

**SECTION 3.** Where an Engineer works with the mechanics of a trade who are on an eight (8) hour day basis, the Engineer will work the additional hour at straight time. If the Engineer is hoisting for a trade receiving overtime for that eighth hour, he shall receive the eighth hour at overtime rate.

**SECTION 4.** Any Local 14-represented engineer who operates a temporary personnel materials hoist, including a dual rack and pinion hoist, shall work eight (8) hours at straight time rates as his normal work day.

**SECTION 5.** At the start and finish of a job Engineers shall be paid for the actual time worked. On jobs of one or two days duration an Engineer shall be paid for a day's wages for each day he works. When an Engineer, hoisting for the concrete contractor exclusively, is employed only one or two consecutive days within a period of five consecutive working days, he shall receive a minimum of three (3) days' pay for each payroll week.

**SECTION 6.** When working with the Plasterer, the Engineer shall work similar hours as the Plasterer's Laborers seven (7) hour day.

When machines are being used to pump or spray plastering material on a job, an Engineer shall be employed:

(a) When one (1) or more machines are pumping or spraying above the second floor on all apartment buildings over seven (7) stories high.

(b) When one (1) or more machines are pumping or spraying above the second floor on office buildings which require 1250 square yards or more per floor.

(c) When two (2) or more machines are pumping or spraying from street level up on buildings over two stories high.

(d) When jobs comprised of more than one (1) building are pumping or spraying from street level up, when two (2) to four (4) machines on buildings over two stories high, whether working on one (1) or more buildings at a time, however, when five (5) or more machines are in operation on more than one building, an additional Engineer shall be employed.

(e) No Engineer shall be required where only one (1) machine is used for pumping or spraying unless hose is larger than three (3) inches, except as stipulated above.

(f) When an Engineer is employed he may cover house car or portable hoist for not more than two (2) hours per day.

**SECTION 7.** Whenever a pump or machine (regardless of size of hose) is used to pump or place fireproof material, acoustical material or any material of a similar nature or purpose, an Engineer will be employed. The Engineer will cover Pump #1 through #5, a second Engineer will cover Pump #6 through #10, etc. In the event that this work is sub-contracted, then it is agreed that this manning requirement shall be included as part of the agreement between the Contractor and Sub-Contractor and the Contractor shall be liable in all events if the Engineer is not employed in pursuance hereof. An Engineer manning a fireproofing pump on an alteration job shall be paid a minimum of three days if he works at least one day in a calendar week.

**SECTION 8.** It is further agreed that no work shall be performed on Saturday, except in case of an emergency or necessity, and that no work shall be performed then unless notice be given to the Secretary of the International Union of Operating Engineers, Local 14-14B, by 2:00 p.m. on the previous Friday, stating building where the work is to be performed and the number of Engineers required, when double time shall be allowed.

Emergency work, involving danger to life and property, may be performed without above notice being given.

**SECTION 9.** The legal holidays referred to in this Article are:

New Year's Day, Presidents' Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day. When an Engineer is employed during the payroll week in which the aforesaid holidays fall, he shall be paid for these holidays even if they fall on Saturday.

**SECTION 10.** When pumps, syphons, pulsometers and/or boilers are operating twenty four (24) hours continuously, three shifts of Engineers shall be employed and no double time shall be paid except when men are working more than eight (8) hours on one shift, or are employed over forty (40) hours continuously.

There shall be no charge for Engineer's services on operating automatic pumps during noon hour.

**SECTION 11.** Whenever a gravity fed Concrete Mixing Plant is in operation on Saturday, Sunday or Holidays, the gravity fed Concrete Mixing Plant Engineer must be employed and ARTICLE V, Section 5 of the Agreement shall apply to all gravity fed Concrete Mixing Plants.

**ARTICLE VI**

**Wages\***

**SECTION 1.** The Double Drum (Rigging Contractors Assoc.) shall be as follows:

- \*July 1, 2006 to June 30, 2007 . . . . . \$ 53.00
- \*July 1, 2007 to June 30, 2008 . . . . . +\$ 4.28
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 2.85
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.85
- \*July 1, 2010 to June 30, 2011 . . . . . + \$ 2.85

**SECTION 2.** The Stone Derrick, Cranes, Hydraulic Cranes rate shall be as follows:

- \*July 1, 2006 to June 30, 2007 . . . . . \$ 56.05
- \*July 1, 2007 to June 30, 2008 . . . . . +\$ 4.45
- \*July 1, 2008 to June 30, 2009 . . . . . +. \$ 2.97
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.97
- \*July 1, 2010 to June 30 2011 . . . . . + \$ 2.97

**SECTION 3.** Dismantling, Jumping and Erecting of Cranes, Relief Engineer rate shall be as follows:

- \*July 1, 2006 to June 30, 2007 . . . . . \$ 51.77
- \*July 1, 2007 to June 30, 2008 . . . . . +\$ 4.21
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 2.80
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.80
- \*July 1, 2010 to June 30, 2011 . . . . . +\$ 2.80

**SECTION 4.** 4 Pole Hoists, Single Drum Hoists rate shall be as follows:

- \*July 1, 2006 to June 30, 2007 . . . . . \$ 51.24
- \*July 1, 2007 to June 30, 2008 . . . . . + \$ 4.18
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 2.78
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.78
- \*July 1, 2010 to June 30, 2011 . . . . . + \$ 2.78

**SECTION 5.** The Fork Lifts, Plaster (Platform Machine), Plaster Bucket, Concrete Pump and all other equipment used for Hoisting Material rate shall be as follows:

- \*July 1, 2006 to June 30, 2007. . . . . \$ 46.73
- \*July 1, 2007 to June 30, 2008 . . . . . + \$ 3.92
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 2.61
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.61
- \*July 1, 2010 to June 30, 2011 . . . . . + \$ 2.61

**SECTION 6.** The House Car and Rack & Pinion rate shall be as follows:

- \*July 1, 2006 to June 30, 2007. . . . . \$ 45.42
- \*July 1, 2007 to June 30, 2008 . . . . . + \$ 3.92
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 3.92
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.61
- \*July 1, 2010 to June 30, 2011 . . . . . + \$ 2.61



**SECTION 7.** The Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines, Irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking Systems, etc., Boilers rate shall be as follows:

- \*July 1, 2006 to June 30, 2007 . . . . . \$ 35.32
- \*July 1, 2007 to June 30, 2008 . . . . . +\$ 3.28
- \*July 1, 2008 to June 30, 2009 . . . . . + \$ 2.18
- \*July 1, 2009 to June 30, 2010 . . . . . + \$ 2.18
- \*July 1, 2010 to June 30, 2011 . . . . . + \$ 2.18

When an Engineer is employed on a Long Boom Crane, the following rates will apply in addition to the basic crane rate:

- 100 Ft. to 149 Ft. . . . . \$ 1.75 per hour
- 150 Ft. to 249 Ft. . . . . \$ 2.00 per hour
- 250 Ft. to 349 Ft. . . . . \$ 2.25 per hour
- 350 Ft. to 450 Ft. . . . . \$ 2.75 per hour
- Tower Climbing Crane . . . . \$ 2.00 per hour

\* It is agreed that Local 14 may reduce the wage rate set forth herein for the periods commencing July 1, 2006; July 1, 2007; July 1, 2008; July 1, 2009, July 1, 2010 and reallocate the amount of said reduced wage rate into fringe benefits, after notifying the Cement League in writing before said reallocation is to become effective.

\*NOTE: The wages shown herein were those set on the effective date of this Agreement. However, in accordance with the above provision, wage reductions and fringe benefit reallocations have been made subsequent to the effective date of this Agreement. Please refer to the printed wage scale for the modified rates and benefits applicable to each of the above years.

**SECTION 8.** The following fringe benefits shall be added to all classifications:

**ANNUITY VOLUNTARY**

\*Effective July 1, 2006 to June 30, 2007:

\$3.25 per hour on Straight Time Paid

\$6.50 per hour on Premium Time Paid

(Includes .05 cents or such other amount which may be voluntarily allocated to the Local 14-14B Voluntary Political Action Committee (VPAC).

**ANNUITY**

\*Effective July 1, 2006 to June 30, 2007:

\$8.75 per hour on Straight Time Paid

\$17.50 per hour on Premium Time Paid

**UNION ASSESSMENT**

\*Effective July 1, 2006 to June 30, 2007:

\$ .90 per hour on Straight Time Paid

\$1.80 per hour on Premium Time Paid

**TRAINING PROGRAM**

\*Effective July 1, 2006 to June 30, 2007:

\$0.55 per hour on Straight Time Paid

\$1.10 per hour on Premium Time Paid

**DEFENSE FUND**

\*Effective July 1, 2006 to June 30, 2007:

\$ .05 per hour on Straight Time Paid

\$ .10 per hour on Premium Time Paid

**WELFARE FUNDS**

\*Effective July 1, 2006 to June 30, 2007:

\$5.10 per hour on Straight Time Paid

\$10.20 per hour on Premium Time Paid

**PENSION FUNDS**

\*Effective July 1, 2006 to June 30, 2007:

\$3.95 per hour on Straight Time Paid

\$3.95 per hour on Premium Time Paid

\*The Fringe Benefits shown herein were those set on the effective date of this Agreement. However, in accordance with the provision already noted in this Article, wage reductions and fringe benefit reallocations have been made subsequent to the effective date of this Agreement. Please refer to the printed wage scale for modified benefits applicable to each of the above years.

**SECTION 9.** When an Engineer is employed on a Tower Climbing Crane, he shall receive an additional \$2.00 per hour over the basic crane rate.

The Engineer on a Tower Climbing Crane shall receive, in addition, one (1) hour per day climbing time at the double time rate. Climbing time shall start when the equipment is power activated.

**SECTION 10.** Lunch-time for the Engineer employed on a Tower Climbing Crane shall be determined at the start of a job. If the Engineer remains in the cab, he will receive 1/2 hour wages at the double time rate. If the Engineer works any time during lunch, he will receive one hour's wages at the double time rate.

**SECTION 11.** The wages of a Master Mechanic shall not be less than six dollars and fifty cents (\$6.50) per day more than the highest scale paid to any Operating Engineer under his jurisdiction.

**SECTION 12.** Double time shall be allowed for all work on Saturday, Sunday and Legal Holidays, as defined in ARTICLE V, Section 8.

When an Engineer is ordered out on a Saturday, Sunday, or Legal Holiday, and reports for work as ordered, he shall receive a full day's pay at double time.

**SECTION 13.** Overtime shall be paid for at double time rates for each hour or fraction thereof of time worked. Work done between the hours of 4:00 p.m. and 8:00 a.m. and 12:00 Noon and 1:00 p.m. is overtime; except when by agreement with the Contractor, work may be resumed at 12:30 p.m. and end at 3:30 p.m. and the arrangement is carried out for an appreciable length of time; and when employed on brick masonry, on request, the Engineer shall start ten minutes before 8:00 a.m. and may quit ten minutes before 4:00 p.m.

If required by the Employer, the Engineer shall hoist the concrete in the ground hopper at twelve noon without benefit of overtime. This situation shall be limited to one lift. He shall be allowed his full one-half hour, or full hour, as the case may be, for lunch.

**SECTION 14.** Every Employer covered by this Agreement shall contribute Employer contributions on all employees covered by this Agreement and employed by said Employer in the amounts hereinbefore specified to the Operating Engineers, Local 14 and 14B Pension Fund and to the Operating Engineers, Local 14 and 14B Welfare Fund as well as to each of the other Funds specified in this Article.

The Employer shall make available to the auditors of the Pension, Welfare, Annuity Voluntary, Annuity and Training Funds provided for in this Agreement, within ten days after written notice from the Trustees, any and all records which in the discretion of the Trustees of said Funds or any one Fund, may be required to determine whether the Employer has made the contributions it is obligated to make pursuant to this Agreement.

The Employer shall furnish the Trustees of the Pension Fund, the Trustees of the Welfare Fund, the Trustees of the Annuity Voluntary Fund, the Trustees of the Training Fund, and the Trustees of the Annuity Fund with reports for each calendar month not later than the 10th day of the month following providing the names, job classifications, social security numbers, wages earned and hours worked for all employees covered under this Agreement, together with such other information as may be required by the Trustees for the proper and efficient administration of each of the said Funds.

Failure to pay contributions or to provide reports or records in accordance with these subsections to any of the aforesaid Funds as required, shall constitute a breach of this Agreement by the defaulting Employer, and the Union, without further notice, reserves the right to forthwith withdraw its men from jobs of the Employer, until compliance herewith, or take such other action as it deems necessary, any terms of this Agreement to the contrary notwithstanding, and the defaulting

Employer must pay to each employee at the straight time rate for the number of regular working hours of employment which the employees who are withdrawn from the Employer lose as a result of such withdrawal, not to exceed three days' pay.

Resort to a remedy under this Agreement or under the Agreements and Declarations of Trust for the collection of contributions due to the Funds or any one Fund, shall not be deemed a waiver of the right to resort to any other remedy provided therein or by law. Resort to one remedy at one time shall not be deemed a waiver of the right to resort to others at a future or subsequent time.

Whenever it is necessary for the Union to take legal action to recover delinquent Fund payments, any Employer found to be delinquent shall be liable for immediate payment of all delinquencies, interest and the reasonable cost of legal fees reasonably incurred in collecting the delinquent payments. For the purpose of this provision, interest will be computed at the rate used by the Internal Revenue Service for delinquent tax payments during the period of delinquency.

## **SECTION 15.**

**Pension Fund** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees to pay, in accordance with ARTICLE VI, Section 8 of this Agreement, to each employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 14 and 14B, in stamps purchased from a United States Treasury-approved Operating Engineers, Local 14 and 14B Pension Fund (hereinafter "Local 14-14B Pension Fund"). Said stamps are to be placed in employee's weekly pay envelope and shall be remitted to Local 14-14B Pension Fund by the employee at such times as are designated by the Trustees.

Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Local 14-14B Pension Fund may determine, as well as for the organization and administration of the Local 14-14B Pension Fund. The Local 14-14B Pension Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 14-14B, and

one-half by the Employers pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Local 14-14B shall be considered a contributing employer and shall make contributions on behalf of its full time employees, who are not members of another union for collective bargaining purposes.

The aforesaid stipulated amounts provided for in Section 8 of this ARTICLE shall be applied only to straight time hourly rates of pay, and shall not apply to the premium portion of double time or overtime, as provided for in Sections 12 and 13 of this ARTICLE, i.e., the stipulated amounts paid on double time or overtime shall be straight time rates only.

**Welfare Fund** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees to pay, in accordance with ARTICLE VI, Section 8 of this Agreement, to each employee covered by this Agreement working under the classification and territorial jurisdiction of Local 14-14B, in stamps purchased from a United States Treasury-approved Operating Engineers, Local 14 and 14B Welfare Fund (hereinafter "Local 14-14B Welfare Fund").

Said stamps are to be placed in the employee's weekly pay envelope, and shall be remitted to Local 14-14B Welfare Fund by the employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Local 14-14B Welfare Fund may determine, as well as for the organization and administration of the Local 14-14B Welfare Fund. The Local 14-14B Welfare Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 14-14B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Local 14-14B shall be considered a contributing employer and shall make contributions on behalf of its full time employees, who are not members of another union for collective bargaining purposes.

The aforesaid stipulated amounts provided for in Section 8 of this ARTICLE shall be applied to the premium portion of double time or overtime, as provided for in Sections 12 and 13 of this ARTICLE.

Said Welfare Fund shall provide, without further contribution from either the Employer or employee, an approved plan of coverage as required by the New York State Disability Benefits Law.

**SECTION 16.** Each Employer shall be bound by all the terms and conditions of the Agreements and Declarations of Trust creating the Welfare and Pension Funds, as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the Pension Fund shall secure the approval of the Treasury Department to the Pension Trust and the Pension Plan under the applicable provisions of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the Employer contributions as deductions for Federal Income Tax purposes, but the obligation of the Employers to contribute to the Pension Fund shall continue pending the securing of such approval.

**SECTION 17.** Whenever an Employer is in default of payments to the Operating Engineers Local 14-14B Pension Fund or the Operating Engineers Local 14-14B Welfare Fund and reasonable notice of such default is given to the Employer, if payments are not made, the Union may remove employees covered by this Agreement from the work of such Employer. If such men who are removed remain at the job site during regular working hours, they shall be paid for lost time, not to exceed three days' pay.

**SECTION 18. Annuity Voluntary Fund** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees to pay, in accordance with ARTICLE VI, Section 8 of this Agreement, to each employee covered by this Agreement working under the classification and



territorial jurisdiction of Local 14-14B, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers Local 14-14B Annuity Voluntary Fund (hereinafter "Local 14-14B Annuity Voluntary Fund"). Said stamps are to be placed in the employee's weekly pay envelope, and shall be cashed by Local 14-14B Annuity Voluntary Fund at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Local 14-14B Annuity Voluntary Fund may determine, as well as for the organization and administration of the Local 14-14B Annuity Voluntary Fund. The Local 14-14B Annuity Voluntary Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 14-14B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

**SECTION 19. Annuity Fund** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees to pay, in accordance with ARTICLE VI, Section 8 of this Agreement, to each employee covered by this Agreement, working under the classification and territorial jurisdiction of Local 14-14B, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers, Local 14-14B Annuity Fund (hereinafter "Local 14-14B Annuity Fund"). Said stamps are to be placed in the employee's weekly pay envelope and shall be remitted to Local 14-14B Annuity Fund by the employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Local 14-14B Annuity Fund may determine, as well as for the organization and administration of the Local 14-14B Annuity Fund.

The Local 14-14B Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Local 14-14B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Local 14-14B shall be considered a

contributing employer and shall make contributions on behalf of its full time employees who are not members of another union for collective bargaining purposes.

**SECTION 20. Defense Assessment** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees that there will be deducted from the wages of each employee working under the jurisdiction of Local 14-14B, the sums listed in Article VI, Section 8 of this Agreement, which sums constitute part of each employee's Defense Assessment and shall remit the same to the Union. The Union agrees to indemnify and hold harmless the Employer from any and all claims/and or actions arising out of such deduction.

**SECTION 21. Union Assessment** - Commencing July 1, 2006 and continuing through June 30, 2011, the Employer agrees that there will be deducted from the wages of each employee working under the jurisdiction of Local 14-14B, the sums listed in ARTICLE VI, Section 8 of this Agreement, which sum constitutes part of each employee's Union dues and shall remit the same to the Union. It is mutually agreed that the Employer assignments authorizing the aforementioned Union Assessment shall be in blanket form and filed in the Fund Office of Local 14-14B Annuity Voluntary and Annuity Funds. The Union agrees to indemnify and hold harmless the Employer from any and all claims and/or actions arising out of such deduction.

**SECTION 22. Training Program** - The purpose of this Program is to provide training including but not limited to training and skill advancement and journeyman and technological and industrial advancement for the industry and such other training as shall be deemed appropriate by the Trustees, and to pay the expenses of establishing and administering this Fund, in accordance with the Agreement and Declaration of Trust.

**SECTION 23. Consolidated Stamp**

Payments to the Local 14-14B Pension Fund, Welfare Fund, Annuity Voluntary Fund, Annuity Fund, Defense Fund, Union Assessment and Training Program shall be by the purchase of a consolidated stamp.

**SECTION 24.**

**(a) Industry Advancement Program of The Cement League**

Commencing July 1, 2006 all Employers covered by this Agreement shall contribute ten cents (\$.10) for each hour of employment of Engineers to The Cement League Advancement Program. All Employer contributions to this Program shall be remitted to the office of the Welfare and Pension Funds which shall provide the Employer with payroll reporting forms for such purpose. The office of the Welfare and Pension Funds shall deliver all such contributions to The Cement League Advancement Program located at 49 West 45th Street, New York, New York 10036 after verifying that the amount of each such contribution has been correctly computed with information supplied by the Employer.

The Cement League Advancement Program shall reimburse the Welfare and Pension Funds for all expenses incurred in receiving, recording, auditing, etc. in connection with receipt and transmittal of these contributions. The monies shall not be commingled with the Benefit Funds of this Union. The monies shall be remitted to The Cement League Advancement Program Office within fifteen (15) days after the end of each month.

**(b) The New York Plan For The Construction Industry**

Commencing July 1, 2006 every Employer covered by this Agreement shall contribute one (\$.01) cent per hour for every hour worked by the employees to "The New York Plan For The Construction Industry".

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust establishing "The New York Plan For The Construction Industry" and by all By-Laws adopted to regulate said Fund. The Trustees of said Fund shall secure the approval of the Treasury Department under the applicable provision of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the Employer contributions as deductions for federal income tax purposes.

All Employer contributions to "The New York Plan For The Construction Industry" shall be remitted monthly to the office of the Welfare and Pension Funds which shall provide the Employers with payroll reporting forms for such purpose. The office of the Welfare and Pension Funds shall deliver all such contributions to "The New York Plan For The Construction Industry" verifying that the amount of each such contribution has been correctly computed with information supplied by the Employer. The office of the Welfare and Pension Funds shall advise the Union and the Trustees of "The New York Plan For The Construction Industry" whenever an Employer shall be in default in the payment of contributions due "The New York Plan For The Construction Industry" under this Agreement.

(c) Neither the Union nor the Trustees of the Pension and Welfare Funds shall have any obligation or responsibility for the collection of such Employer contributions. "The Industry Advancement Program" and/or "The New York Plan For The Construction Industry", however, shall reimburse the Pension and Welfare Funds for all expenses incurred in the collection and distribution of contributions, which amount shall be deducted by the respective Funds from the contributions payable

over to the "Industry Advancement Program" and "The New York Plan For The Construction Industry".

## **ARTICLE VII**

### **Working Conditions**

**SECTION 1.** Wages shall be paid weekly on the job before 4:00 p.m. on Friday, said wages to be paid in cash in envelopes upon the outside of which shall be plainly marked the employee's name and number, the hours worked and the amount of money enclosed. At the Employer's option payment of wages may be made by check, said check to be a Todd insured A.B.C. check, or similar type check, which shall be delivered to the men at least one day preceding a banking day. If men are not paid as specified above, double time shall be paid for overtime between the hours of 4:00 p.m. and 6:00 p.m., and single time for working time thereafter until paid, not exceeding fourteen (14) hours, provided that the men report to and remain on the job during the said fourteen (14) hours.

**SECTION 2.** Should the job be closed down on Thursday or Friday, for a legal holiday or for any other good or sufficient reasons, then pay time shall stop on Tuesday of that calendar week at 4:00 p.m. and wages shall be paid on Thursday or Friday, respectively, of the same week.

**SECTION 3.** If there is any change in the established pay day, a notice to that effect must be posted on the job by the Employer, twenty-four (24) hours in advance of such change.

**SECTION 4.** If discharged during the week for any reason, men shall be paid at once, in cash; if sent to the main office for pay, one hour additional shall be allowed.

**SECTION 5.** When an employee is sent to work by his Employer to a job where the fare to and from said job by the customary means of travel exceeds one dollar and fifty cents (\$1.50) per day, the Employer shall pay the excess fare in addition to the contract wage.

**SECTION 6.** Members of the International Union of Operating Engineers, Local 14-14B, shall not give up or leave a situation without providing for a relief.

**SECTION 7.** Engineers, while at work, shall be protected from falling missiles in accordance with U.S. Department of Labor, O.S.H.A. - Rule #1926.552-b-(4) and shall be given protection from the weather. An Engineer shall not be required to operate a hoisting machine located in the basement of a building after the second floor slab has been concreted.

**SECTION 8.** Neither Party during the life of this Agreement is to adopt By-Laws or attempt to enforce any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither shall any party attempt to enforce any working rules which have not been approved by the Trade Board.

**SECTION 9.** Any Union member, upon showing his membership card, shall be permitted to seek employment on any job of any Employer; where an employment office is not maintained on the job, the hiring agent of the Employer shall be conveniently accessible to applicants at least once a day.

**SECTION 10.** When Employers, Parties to this Agreement, do any work other than the type covered by this Agreement, they shall conform to any applicable Agreement that exists between an employing group and the International Union of Operating Engineers, Local 14-14B. This also applies to foundations for buildings.

**SECTION II. Master Mechanic.**

(a) On one contract or job site, one (1) Master Mechanic shall be employed by the general contractor, owner, builder, owner-builder, construction manager, or any of its representatives when any four (4) Local 14-14B Engineers or a combination of five (5) Operating Engineers Local 14 and 15, whichever comes first, are employed. In calculating the combination of five (5) Engineers (14 and 15), a minimum of two (2) Engineers from Local 14 must be employed.

If the above stipulated combinations of Operating Engineers, who are under the jurisdiction of Local 14 and Local 15 as set forth in this Agreement are employed by a contractor, or any combination of contractors on the same job, a Master Mechanic must be employed by the general contractor, owner,

builder, owner-builder, construction manager, or any of its representatives. The word "job" as used herein means a site and/or portion thereof upon which a planned improvement will be constructed.

(b) When conditions exist on a job site which require the employment of a Master Mechanic under the terms of the Agreement, the Employer shall employ a Master Mechanic on the second working day of the calendar week when the conditions requiring his employment arise.

(c) Overtime will be paid to the Master Mechanic when any one man under this Agreement is receiving overtime, except as stipulated in paragraph (d) below. The Master Mechanic shall be paid only for hours worked on the job site in accordance with the provisions of this agreement. The Master Mechanic will not receive compensation for any off site overtime, i.e., travel time, work not directly performed by the Master Mechanic.

(d) The Master Mechanic shall be paid the same overtime as is received by any one Local 14 or Local 15 represented engineer on the job site who receives the most overtime in a given work day, whether or not the Local 14 or Local 15 represented engineer on the job site is employed by a Cement League member; but in no event shall the Master Mechanic be paid for more than a total of twelve (12) straight-time and overtime hours in any work day, unless in an emergency and at the request of the Employer.

(e) the Master Mechanic shall be the Local 14-represented engineer who is employed to cover extra lifts as well as a compressor up to 250 cubic feet. "Extra lift" means that the Master Mechanic shall be the second operator required whenever a crane or derrick utilized to erect structural steel and/or concrete superstructure on a building site is used to lift objects or materials for a contractor other than the contractor by whom the operator is employed. The parties agree that the Master Mechanic cannot cover the extra lifts at the same time that he covers a compressor; however, if, for example, the extra lifts are required in the morning and the compressor must be covered in the afternoon, the Master Mechanic shall perform both tasks.

(f) The Master Mechanic shall not be paid, regardless of whether any Local 14 engineer on the job site is paid, whenever the Employer jumps its hoists.

(g) On a job where Operating Engineers under the supervision of the Master Mechanic work in excess of twenty (20) hours per day for a duration of more than one (1) week, and that schedule shall continue for a substantial period of time, a meeting shall be held to discuss the duration of the project and to determine whether a second Master Mechanic shall be employed. The second Master Mechanic, if employed, shall work and be compensated for the hours of employment of Operating Engineers not covered by the first Master Mechanic. A second Master Mechanic, if employed, shall be paid double time rates for not less than seven (7) hours in accordance with the provisions of this Agreement.

(h) Where a Master Mechanic is employed by the general contractor, owner, builder, or owner-builder, construction manager, or any of its representatives resulting from the combinations stipulated in paragraph (a), above, the working conditions of the Master Mechanic shall be determined by the Agreement covering the majority of Engineers employed.

(i) The Master Mechanic shall be designated by the Union, subject to the approval of the general contractor, owner, builder, owner-builder, construction manager or any of its representatives and will be responsible for the performances of their duties by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers. He shall operate a machine in emergencies only and then only until such time as the services of an Operating Engineer can be obtained. The Master Mechanic shall have administrative responsibility for all Operating Engineers employed on a job site and he shall be responsible for their performance, whether employed by the Employer or its subcontractors. The Master Mechanic shall make work assignments as directed by the Employer and be responsible, at the request of the Employer, to coordinate the movement and hoisting of all building materials and equipment. The Master Mechanic shall operate equipment in



emergencies and use tools when necessary. The Master Mechanic shall be involved in all safety meetings and procedures that involve the safety of Operating Engineers.

On jobs requiring a Master Mechanic, a pre-job conference will be held, at which time the Union shall designate the Master Mechanic, subject to the approval of the contractors.

(j) It is further agreed that there will be only one (1) Master Mechanic employed by the general contractor, owner, builder, owner-builder, construction manager or any of its representatives per job site.

The Employer recognizes that any and all Local 14-14B and Local 15 members employed on a job site will count toward the Master Mechanic count regardless of who employs them and regardless of the type of work being performed, i.e., Heavy Construction, Steel Erection, Concrete Superstructure, Mason Contractors, etc., except as stipulated below.

(k) Certain conditions shall be recognized in determining whether a Master Mechanic will be employed:

- Members of Local 15 D shall not count towards the Master Mechanic.
- Trainees shall not count towards the Master Mechanic.
- Oilers/Maintenance Engineers shall not count towards the Master Mechanic.
- On all multiple manned equipment, only one (1) man, the operator shall count towards the Master Mechanic.
- On temporary heat, only one (1) Local 15 Engineer shall count towards the Master Mechanic no matter how many are employed to maintain temporary heat, regardless of the number of shifts.
- Regarding well points and deep wells, only one (1) Engineer on such system(s) on a job site shall count towards the Master Mechanic, regardless of the number of shifts.
- Engineer(s) manning electric sump pumps shall not count towards the Master Mechanic.

- A Relief Engineer/Utility Engineer (Local 14) assigned to a job who covers more than one (1) rig shall count towards the Master Mechanic.

(1) If two (2) or more Employers subject to this Agreement, or any other Agreement with Local 14-14B, employ Operating Engineers on a single job site, and the total number of Operating Engineers on the job is four or more, the wages and benefits of the Master Mechanic assigned to the site shall be apportioned among the Employers on the site who employ Engineers in proportion to the number of Engineers each employs. However, only the Employer (or Employers) who generate(s) overtime for the Master Mechanic will be responsible for the payment of all overtime wages and benefits. If any Employer subject to this provision refuses to compensate the Employer on whose payroll the Master Mechanic is maintained, the Union shall withhold services from that Employer.

**SECTION 12a.** On Tower Climbing Cranes, the Engineer shall be hired on the first day that erection of the equipment begins. In the dismantling of the equipment, he shall be employed until power is terminated on the equipment. He then shall receive one week's wages from that date, he shall operate any auxiliary equipment necessary to dismantle the Tower Climbing Crane. There shall be no limitation on the direct placement of concrete with Tower Climbing Cranes.

**SECTION 12b.** Manning requirements on erection, dismantling and jumping of climbing tower cranes and crawler cranes (including straight booms and tower booms):

- Crane Crew – One (1) Local 14 Engineer and One (1) Local 15 Engineer
- Erection Crew – Two *additional* Local 14 Engineers, one of whom operates assist equipment when necessary

**SECTION 13.** When the headpiece on a hoist or the outrigger for a lumber hoist is jumped after regular working hours, the Engineer shall receive one (1) hour's pay at the double time rate.

**SECTION 14.** When a hoisting engine is located above the twelfth (12th) floor, the Engineer shall receive an additional one (1) hour's pay at straight time.

**SECTION 15.** All employees shall comply with all general conditions obtaining on the job site and all safety policies (including use of safety equipment) adopted by the Employer and the Building Trades Employer's Association of New York. Violation of this Section, or any form of intoxication, or the use or possession of any intoxicant or illegal drug, shall result in immediate dismissal of the employee(s) involved.

**SECTION 16. Insurance** - The Employer shall provide insurance in the amount of at least \$100,000/\$300,000 to protect employees covered by this Agreement from personal and public liability resulting from his employment, other than actions of an employee of the same Employer.

**SECTION 17.** Each Employer shall indemnify its employees against any personal liability and/or the legal fees incurred in defending against claims for personal liability arising out of the employees' work specifically assigned by the Employer, provided the negligence of the employee did not contribute in any way to personal liability.

**SECTION 18. Binding Subcontractors and Other Firms.** The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

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

**SECTION 19.** At all times when working under this Agreement, the employee shall be physically present at the job site or performing such tasks as are required by the Employer pursuant to this Agreement.

## **ARTICLE VIII**

### **Validity**

**SECTION 1.** If the Courts should decide that any clause or part of this Agreement is unconstitutional or illegal or should any clause or part of this Agreement be found contrary to present

or future law, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.

## **ARTICLE IX**

### **Trade and Jurisdictional Disputes**

**SECTION 1.** Disputes between trades and disputes relative to questions of jurisdiction of trades shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9, 1903, and amended on April 22, 1905, and all decisions rendered thereunder or by the Referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the Parties thereto, except to the extent that Section 3 of said Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise, providing however, that nothing herein is intended to preclude the Employers from executing a Union security agreement with the Union in accordance with provisions of Section 8 (a) (3) of the Taft Hartley Act.

## **ARTICLE X**

### **Trade Boards**

**SECTION 1.** All complaints, disputes, and differences arising under this Agreement, between any and all of the Trade Associations and the Union, or between any Employer or employee shall be referred first to the Trade Board. Should the Board fail to reach a decision, the matter shall then be referred to an Umpire, as set forth in Section 2 of this ARTICLE X. The Trade Board and the impartial Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by any one of these Trade Agencies shall be final and binding on all Parties.

**SECTION 2.** Within three (3) weeks of the execution of this Agreement, The Cement League, together with the Union, shall form a Trade Board to exercise the powers enumerated in this Article. The Board shall be known by the following title:

The Cement League Trade Board

Each Trade Board shall consist of members as designated by The Cement League to represent the Employers and an equal number as designated by the Union to represent the Union. Members shall be appointed or selected to serve not less than one (1) year. Any Board shall meet within forty-eight (48) hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the Employers as such, and the Union as such, shall cast an equal number of votes and, in the event of a tie vote, or failure to reach a decision, the matter shall be submitted, within ten (10) days to an impartial Umpire. Any and all expenses shall be equally divided between and paid for by the Parties to this Agreement.

**SECTION 3.** Any penalties which may result from such findings or decisions are to be determined and imposed by the Association or Union, as the case may be, to which the member affected may belong.

Any Employer member of a Trade Board directly involved in any case brought before this Board shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Any Union member of a Trade Board directly involved in any case brought before the Board shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

**SECTION 4.** The Trade Association will provide the Union with a list of its members who designated the Trade Association as its bargaining agent, and who have agreed to be bound by the terms and conditions of this Collective Bargaining Agreement. In addition, the Trade Association will notify the Union of any changes in membership, either by addition of new members or the dropping of

members during this Agreement. It is further agreed that all Employer members of the Trade Association are bound by this Collective Bargaining Agreement and entitled to its benefits until its termination date whether or not they retain their membership in the Trade Association for the full period of this Agreement.

## **ARTICLE XI**

### **Duration**

**SECTION 1.** The terms of this Agreement, as modified, shall be effective and retroactive for the period commencing July 1, 2006 and continuing to June 30, 2011, unless changed by agreement between the Parties. No change shall be made prior to June 30, 2011, and not then unless written notice asking that changes be considered is given by one Party to another on or before March 31, 2011, by Registered Mail.

It is agreed by all parties to this Agreement that all desired changes to the Agreement will be exchanged sixty (60) days prior to the expiration date of this Agreement, provided it is agreed that a proposed contract change after that date may be proposed.

**ARTICLE XII**

**Effectuating Clause**

The Parties hereto hereby made and enter into this Agreement, in witness whereof we, their duly authorized empowered Representatives have hereunto set our hands and seals this July 1, 2006.

IN WITNESS THEREOF the Parties hereto have caused these presents to be signed by their duly authorized Representatives as of the first day of July 1, 2006.

THE CEMENT LEAGUE

By: \_\_\_\_\_  
Alfred Gerosa  
Chairman, Executive Committee

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 14-14B

By: \_\_\_\_\_  
Edwin L. Christian  
President & Business Manager

By: \_\_\_\_\_  
Daniel Noesges  
Financial Secretary

By: \_\_\_\_\_  
Christopher T. Confrey  
Recording Corresponding Secretary