

CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC.
EFFECTIVE JUNE 1, 2016 – MAY 31, 2019

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

	6/1/16	6/1/17	6/1/18
Truck Driver	\$21.48	\$21.48	\$21.48
*Truck Driver (projects \$5,000,000 & under see rates below)			
Tractor Trailer – Farm Tractor-Fuel Truck	\$21.58	\$21.58	\$21.58
Euclid Driver	\$21.83	\$21.83	\$21.83
Material Checker & Receiver- on job site	\$21.63	\$21.63	\$21.63
Mechanic – on job site	\$21.63	\$21.63	\$21.63
Mechanic Helper – on job site	\$21.43	\$21.43	\$21.43
Parts Chaser – on job site	\$21.43	\$21.43	\$21.43
Dispatcher – on job site	\$21.63	\$21.63	\$21.63
Pension	\$12.39	\$13.41	\$14.52
IAP	.15	.15	.15
Dues (Truck Driver rate – deduction per month)	\$53	\$53	\$53

HEALTH COVERAGE IS PROVIDED BY THE NYS TEAMSTERS HEALTH/HOSPITAL FUND AS FOLLOWS. THE EMPLOYER AGREES TO CONTRIBUTE THE HOURLY RATE LISTED FOR EACH YEAR BELOW NOT TO EXCEED 40 HOURS PER WEEK. IF THE NYS TEAMSTERS HEALTH & HOSPITAL FUND CONTRIBUTION RATES DECREASE DURING THE TERM OF THIS AGREEMENT, THE MONIES SHALL BE DISTRIBUTED INTO THE NYS TEAMSTERS PENSION & RETIREMENT FUND

Hourly Rate	6/1/16	6/1/17	6/1/18
	\$10.55	\$11.28	\$11.89

Building Projects where total project cost including general construction, plumbing, HVAC and Electrical does not exceed \$5,000,000 rate and fringes for Truck Driver shall be as follows:

	6/1/16	6/1/17	6/1/18
Truck Driver	\$20.43	\$20.43	\$20.43
Dispatcher	\$20.65	\$20.65	\$20.65
Pension	\$11.74	\$12.76	\$13.87
IAP	.15	.15	.15
Dues (Truck Driver Rate – deduction per month)	\$51	\$51	\$51
HEALTH COVERAGE: SAME AS ABOVE			

This rate shall not apply to projects where the owner lets multiple contracts for a single construction program unless the total of all contracts is less than \$5,000,000.

The employer is not required to fill all the above classifications if the project does not require the classification. If no work in a particular classification set forth above is being performed on the project, the employer is not required to fill that classification.

Nothing in this Agreement shall be construed as making the Association, Union or employer liable for the payment of any wages, fringes, travel expenses, contributions, deductions or any other benefits except as specifically identified in this Agreement. The employer's liability shall be limited solely to the payments provided for herein, which when made shall fully discharge the employer from any further liability.

**MEMORANDUM OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL 317
AND
CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC.**

TERM OF AGREEMENT: June 1, 2012 through May 31, 2016

ARTICLE 14: WAGE RATES:

Employees to receive a \$.10 per hour increase to wages effective June 1st each year of the agreement.

ARTICLE 22: WELFARE FUND

Health coverage will be provided by the New York State Teamsters Health and Hospital Fund. The employer agrees to contribute the hourly rate set forth for each year not to exceed forty [40] hours per week.

<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
\$ 8.74	\$ 9.05	\$ 9.54	\$ 9.99

ARTICLE 23: PENSION FUND

The employer agrees to contribute the following rates per hour to the pension fund effective June 1st of each year of the agreement as set forth below:

<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
\$ 9.05	\$10.09	\$10.75	\$11.45

UNION DUES:

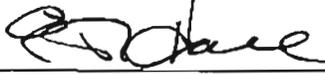
Monthly union dues will be calculated at 2 1/2 times the hourly wage rate as deducted from gross pay after taxes.

TEAMSTERS LOCAL 317

CONSTRUCTION EMPLOYERS ASSOCIATION OF
CENTRAL NEW YORK, INC.



Signature



Signature

5/17/12

Date

5/18/2012

Date

**CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC.
EFFECTIVE JUNE 1, 2012 - MAY 31, 2016**

ARTICLE 14 - WAGE RATES

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

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Truck Driver	21.18	21.28	21.38	21.48
*Truck Driver [projects \$5,000,000 & under see rates below]				
Tractor Traller - Farm Tractor -Fuel Truck	21.28	21.38	21.48	21.58
Euclid Driver	21.53	21.63	21.73	21.83
Material Checker & Receiver - on job site	21.33	21.43	21.53	21.63
Mechanic - on job site	21.33	21.43	21.53	21.63
Mechanic Helper - on job site	21.13	21.23	21.33	21.43
Parts Chaser - on job site	21.13	21.23	21.33	21.43
Dispatcher – on job site	21.33	21.43	21.53	21.63
Pension	9.05	10.09	10.75	11.45
IAP	.15	.15	.15	.15
Dues [Truck Driver rate - deduction per month]	52.00	53.00	53.00	53.00

HEALTH COVERAGE IS PROVIDED BY THE NYS TEAMSTERS HEALTH/HOSPITAL FUND AS FOLLOWS. THE EMPLOYER AGREES TO CONTRIBUTE THE HOURLY RATE LISTED FOR EACH YEAR BELOW NOT TO EXCEED 40 HOURS PER WEEK. IF THE NYS TEAMSTERS HEALTH & HOSPITAL FUND CONTRIBUTION RATES DECREASE DURING THE TERM OF THIS AGREEMENT, THE MONIES SHALL BE DISTRIBUTED INTO THE NYS TEAMSTERS PENSION & RETIREMENT FUND.

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Hourly rate	8.74	9.05	9.54	9.99

Building Projects where total project cost including general construction, plumbing, HVAC and Electrical does not exceed \$5,000,000 rate and fringes for Truck Driver shall be as follows:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Truck Driver	20.13	20.23	20.33	20.43
Dispatcher	20.35	20.45	20.55	20.65
Pension	8.40	9.44	10.10	10.80
IAP	.15	.15	.15	.15
Dues [Truck Driver Rate -deduction per month]	50.00	50.00	50.00	51.00

HEALTH COVERAGE: SAME AS ABOVE

This rate shall not apply to projects where the owner lets multiple contracts for a single construction program unless the total of all contracts is less than \$5,000,000.

The employer is not required to fill all the above classifications if the project does not require the classification. If no work in a particular classification set forth above is being performed on the project, the employer is not required to fill that classification.

Nothing In this Agreement shall be construed as making the Association, Union or employer liable for the payment of any wages, fringes, travel expenses, contributions, deductions or any other benefits except as specifically identified in this Agreement. The employer's liability shall be limited solely to the payments provided for herein, which when made shall fully discharge the employer from any further liability.

===== WORKING AGREEMENT =====

between

TEAMSTERS LOCAL NO. 317

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

CONSTRUCTION EMPLOYERS ASSOCIATION
OF CENTRAL NEW YORK, INC.

Effective 6/1/2009
Expiration 5/31/2012



TEAMSTERS LOCAL UNION NO. 317

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Business Agent

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**CONSTRUCTION EMPLOYERS ASSOCIATION
OF CENTRAL NEW YORK, INC.**

Earl N. Hall
Executive Director

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WORKING AGREEMENT

between

TEAMSTERS LOCAL NO. 317
affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

**CONSTRUCTION EMPLOYERS ASSOCIATION
OF CENTRAL NEW YORK, INC.**

ARTICLE 1 - Equal Employment Opportunity/ National Agreement Holders

There shall be no discrimination against any contractor or employee in the enforcement or interpretation of this Agreement. It is further agreed by both parties, individually and jointly, that there shall be no discrimination in the hiring, advancement or lay-off of any employee because of race, sex, color, religion or national origin.

If a contractor, having an agreement direct with the International Union, does any work in the territory covered by this Agreement, he must comply with all the conditions contained in this Agreement.

ARTICLE 2 - Agreement Duration

This Agreement is effective June 1, 2009 and shall expire May 31, 2012. If either party desires to make any changes in this Agreement, they shall notify the other party in writing at least ninety (90) days prior to May 31, 2012 stating which Articles it wishes changed. In the event that neither party shall so notify the other party of any requested changes, this Agreement shall continue in force for the following year.

ARTICLE 3 - Jurisdictional Disputes

Both parties to this Agreement agree there shall be no cessation of work at any time on account of jurisdictional disputes. Assignments of work shall be according to the awards and/or decisions of record. It is further agreed that all matters of jurisdiction and all disputes arising from any jurisdictional disputes between or among the Teamsters and any other building trades, shall be adjusted and settled according to the following plan:

Step 1. The dispute shall be submitted to the Local Business Agents of the crafts involved, and the contractor or his representative for settlement.

Step 2. If no understanding or agreement is reached within forty-eight (48) hours, the dispute will be referred to the International Unions involved for settlement.

Step 3. If no agreement is reached on this level after ten (10) days, the employers may refer the dispute to the arbitration procedure.

Existing International jurisdictional agreements shall be respected by all parties.

ARTICLE 4 - Severability

It is not the intent of this Agreement to circumvent or violate any of the Federal or State Labor Laws. If any part of this Agreement is interpreted as being in violation of any such laws, then such section that is in violation shall become immediately inoperative and shall be stricken from the Agreement and without affecting the remaining terms of this Agreement.

ARTICLE 5 - Complete Agreement

There shall be no rules, regulations or agreements expressed or implied between the parties hereto, other than herein set forth in this Agreement, and/or in any attached supplementary written and signed understandings between both parties which shall be known as appendices.

ARTICLE 6 - Geographical Jurisdiction

This contract is binding only upon work in the following areas: Onondaga County, Oswego County excluding Redfield, Boylston and Sandy Creek) and Madison County (only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

ARTICLE 7 - Union Recognition

This Agreement covers all work performed by truck-drivers employed by contractors party to this Agreement on construction job sites and/or between construction job sites and/or to and from contractors shops, garages and yards. Job site shall mean the area of the job and surrounding a job generally accepted as being under control of the prime contractor during construction.

The Employer does hereby recognize the Union as the sole Labor Organization representing, but not limited to, the following classification of truck drivers and other classifications as mentioned in Article 14.

ARTICLE 8 - Union Security

It is agreed that on the eighth (8th) day after the execution of this Agreement all employees covered by this Agreement who are members of the Union must remain members in good standing as a condition of employment. All new employees covered by this Agreement hired by the employer who are not members of the Union must become members on and after the 8th day of employment. The Union agrees to accept and retain such members in accordance with all the Labor Laws as amended.

ARTICLE 9 - Subcontractors

Both parties hereto agree, that all work sub-let on the job-site shall be performed by the subcontractor under terms of this Agreement as described in Article 8. Said subcontractor shall be in harmonious relation with the Union. A subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees, under contract, oral or written, with the general contractor or his subcontractor to perform any part or portion of the transportation work covered by this Agreement,

ARTICLE 10 - Hours of Work

Eight (8) hours shall constitute a day's work and forty (40) hours a week's work. Regular working hours shall be from 8:00 A.M. to 12:00 Noon, and from 12:30 P.M. to 4:30 P.M., but these hours are subject to change if and when working conditions require it. The Union will be notified of any change in working hours.

ARTICLE 11 - Shiftwork

Shift work may be performed at the option of the employer, but when performed such shift work must continue for a period of not less than five (5) consecutive work days. The work week shall start with the day shift on Monday and end with the conclusion of the second or third shift (as the case may be) on the fifth day. The employer may commence shift work operations at any point during the work week but work must continue for a period of not less than five (5) consecutive work days,

The first or day shift will work the regular hours provided for in Article 10 and shall receive the regular rate of pay for all hours worked. The second shift shall work seven and one-half (7 1/2) hrs. and each employee shall be paid for eight (8) hrs. at the regular rate of pay plus 15%. The third shift shall work seven (7) hrs. and each employee shall be paid for eight (8) hrs. at the regular rate of pay plus 15%.

One-half (1/2) hour without pay shall be allowed for a lunch break for each shift. Work in excess of the hours stipulated for each shift shall be paid at the overtime rate stipulated in Article 12, based on the regular rate of pay for the work performed.

ARTICLE 12 - Overtime

A. Where a Teamster is employed only on job-site operations, he shall receive double time for overtime of over eight (8) hours in one day and forty (40) hours in one week.

B. Drivers of trucks used in what would be over-the-road operation that is between warehouses, suppliers' yards and various job sites, but not on job sites as covered under "A" of this Article, shall be paid at the rate of time and a half the regular rate for overtime of over eight (8) hours in one day and forty (40) hours in one week.

C. All work performed on Saturday, Sunday, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day shall be paid at the rate of double the regular rate.

ARTICLE 13 - Report-In Pay

Any contractor or representative of a contractor who orders a man to report for work as an employee covered by this Agreement, and does not employ such man, shall pay two (2) hours wages except if unable to employ such man because of inclement weather. If ordered to wait, an employee shall remain on the job and shall be paid for waiting time.

ARTICLE 14 - Wage Rates

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

	6/1/09	6/1/10	6/1/11
Truck Driver	19.43	19.83	20.23
* Truck Driver (projects \$5,000,000 & under see rates below)			
Tractor Trailer - Farm Tractor - Fuel Truck	19.58	19.98	20.38
Euclid Driver	19.83	20.23	20.63
Material Checker & Receiver - on job site	19.63	20.03	20.43
Mechanic - on job site	19.63	20.03	20.43
Mechanic Helper - on job site	19.43	19.83	20.23
Parts Chaser - on job site	19.43	19.83	20.23
Dispatcher - on job site	19.63	20.03	20.43

Pension	6.93	7.28	7.64
IAP	.15	.15	.15

Dues (deduction per month) 2 1/2 times the hourly wage rate as deducted from gross pay after taxes
 Effective Jan 1, 2002 - Health coverage is provided by the NYS Teamsters Health/Hospital Fund as follows: The employer agrees to contribute the hourly rate listed for each year below not to exceed 40 hrs. per week.

	6/1/09	6/1/10	6/1/11
Welfare	6.94	7.58	8.32

Building projects where total project cost including general construction, plumbing, HVAC and Electrical does not exceed \$5,000,000 rate and fringes for Truck Driver shall be as follows:

	6/1/09	6/1/10	6/1/11
Truck Driver	18.43	18.83	19.23
Dispatcher	18.65	19.05	19.45
Pension	6.78	7.13	7.49
IAP	.15	.15	.15

Dues (deduction per month) 2 1/2 times the hourly wage rate as deducted from gross pay after taxes

This rate shall not apply to projects where the owner lets multiple contracts for a single construction program unless the total of all contracts is less than \$5,000,000.

The employer is not required to fill all the above classifications if the project does not require the classification. If no work in a particular classification set forth above is being performed on the project, the employer is not required to fill that classification.

Nothing in this Agreement shall be construed as making the Association, Union or employer liable for the payment of any wages, fringes, travel expenses, contributions, deductions or any other benefits except as specifically identified in this Agreement. The employers' liability shall be limited solely to the payments provided for herein, which when made shall fully discharge the employer from any further liability.

ARTICLE 15 - Grandfather Clause

Anyone receiving more than the scale of wages, benefits and conditions better than contained in this Agreement shall suffer no reduction or loss during the life of this Agreement.

ARTICLE 16 - Discharge

Upon discharge the employer shall pay all money due to the employee. 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, and such grievance shall be immediately processed in accordance with the steps of the Grievance Procedure. Upon quitting the employer shall pay all money due to the employee on the pay day of the week following such quitting.

ARTICLE 17 - Stewards

A. The employer recognizes the right of the Union to designate job stewards and alternates. There shall be only one steward on a project per shift on which Teamsters are employed, 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 steward per shift on which Teamsters are employed and he shall be an employee of the subcontractor.

B. 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:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. 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: (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

A job steward shall be appointed by the Union Business Agent. The steward shall have super seniority on that particular job. If more than one shift is working a steward may be appointed for each shift. The steward shall be allowed a reasonable length of time to perform his Union duties, and shall not be discharged for performing his steward's duties. The steward shall have no authority to take strike action. The steward shall not be dismissed or transferred without first notifying the Business Agent. The steward shall receive the highest rate being paid Teamsters on a project by his employer.

Authorized agents of the Union shall have access to the employer's business site during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

ARTICLE 18 - Seniority

A. Job Seniority will be defined as seniority on a particular project as relates specifically to employment security i.e. (layoff, recall) when working for that particular contractor and as a basis for shift changes in accordance with Par.C.

B. No employee shall be laid off or dismissed without just cause.

C. In case of a layoff due to lack of work, employees shall be laid off in reverse order of seniority, provided the senior employee is qualified to replace the laid-off employee, or can perform the available work.

D. 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; provided he can perform the available work.

E. An employee who has been laid off shall be given a period of up to seventy-two (72) hours to report, when he has been called back to work. During the seventy-two (72) hour period, the Union shall furnish temporary drivers if requested to do so until the laidoff employee can report to work.

F. Failure of a recalled employee to report to work within the seventy-two (72) hours of notification, except for just cause, shall result in such employees losing all rights of recall.

ARTICLE 19 - Employee List

The employer shall, within thirty (30) days of the effective date of this Agreement, submit a list of all Teamster employees and their dates of hire, and mail to the Union office. Subsequently the Union shall be notified within thirty (30) days of all newly employed Teamsters.

ARTICLE 20 - Bulletin Board

When five (5) or more Teamsters are employed, a copy of this Agreement shall be posted in a conspicuous place in each garage, terminal, or place of employment. The employer agrees to supply a suitable space for a Union Bulletin Board in each garage, terminal, or place of employment, and postings by the Union on such boards are confined to official business of the Union.

ARTICLE 21 - Fund Contribution

In addition to the wage scale described under Article 14, each contractor and/or employer shall contribute the listed amount per hour for each hour worked by all employees covered by this Agreement to Local #317 Truck Drivers & Helpers Welfare Fund.

Each contractor and/or employer shall also contribute the listed amount per hour for each hour paid by all employees covered by this Agreement to the NYS Teamsters Conference Pension & Retirement Fund. (e.g. if an employee works 70 hrs. the employer must pay 70 x hourly contribution. Amount is not affected by overtime rate.) Each employer agrees to sign the Stipulation of the NYS Teamsters Conference Pension & Retirement Fund as required by Fund Trustees. This Stipulation is attached to this Agreement, as Appendix "A" and shall remain in effect for the life of this Agreement.

ARTICLE 22 - Welfare Fund

TEAMSTERS WELFARE FUND: All employer contributions to Local #317, Truck Drivers & Helpers Welfare Fund, as set forth in this Agreement shall be made monthly, and shall be due and payable no later than the 15th of the following month, upon remittance forms furnished by the said Fund.

Local No. 317, Truck Drivers & Helpers Welfare Fund shall be administered pursuant to provisions of Agreements and Declarations of Trust, rules and regulations established by the various Trustees, and shall be in compliance with the requirements of State and Federal laws governing and regulating such trusts.

An employer bound to this collective bargaining agreement shall also be bound to the terms and conditions, rules and regulations of the said Agreements and Declarations of Trust as if said Agreements and Declarations of Trust were fully set forth herein and made a part thereof.

The failure of any employer, party to this Agreement, to make proper and timely reports and contributions to the Fund shall not relieve any other employer from reporting and making contributions to this Fund.

It is further agreed that any employer becoming delinquent in reporting and paying contributions due said Fund, upon notice being served of such delinquency to such employer by the Union or the Local No. 317 Truck Drivers & Helpers Welfare Fund, shall in addition to being liable for the amount of the delinquency, pay a ten per cent (10%) penalty together with all expenses and costs incurred by the Trustees for the collection of said amount including legal fees of fifteen percent (15%) for any necessary legal services by the Fund's attorney.

Should any delinquent employer's failure to report and make contributions to Local No. 317, Truck Drivers & Helpers Welfare Fund require an audit of his payroll records for the purpose of either ascertaining said employer's indebtedness or for the purpose of crediting his employees for the hours of work; such employer agrees to pay the costs of such audit by a certified or licensed public accountant certified by the Trustees.

The Trustees may at any time check and examine the payroll records of any employer, covered by this Agreement at any reasonable time at no charge to the employer, but in the event that such payroll check or examination discloses

that the employer has not complied with the provisions of the Agreement and Declarations of Trust, said employer shall pay the costs of the payroll check or examination.

Notwithstanding any provision herein contained or contained in the entire Agreement, it is further agreed that there is hereby extended to the Union the unequivocal right, when any employer shall become delinquent in contributions and remittances due to the said Fund, to declare this Agreement breached by any such delinquent employer and at the option of the Union this Agreement may be considered terminated. The Union may also have the option with respect to any delinquent employer to withdraw the services of members in the collective bargaining unit from the said employer or to strike or engage in a boycott with respect to any such delinquent employer. In the event that the Union exercises its option in any manner under the provisions of this Article, the employers agree, that as additional liquidated damages, to pay each of said employer's employees represented by the Union, said employees regular rate of pay for all time lost from work as a result of the action herein granted the Union for the purpose of recovering delinquent contributions and remittances due the Local No. 317, Truck Drivers 6 Helpers Welfare Fund.

The parties further agree that any action exercised by the Union and granted in this Article with respect to delinquent Employers shall not constitute a violation of any "no strike" provision or clause contained in this Agreement and the employer and the employees hereby waive any and all rights under this Agreement with respect to action against the Union or its members or Local No. 317, Truck Drivers & Helpers Welfare Fund, before any State or Federal Agency, Tribunal or Court. It is expressly agreed herein that the use of the grievance and arbitration machinery set forth in this contract are waived by any such aforementioned delinquent employer. It is the express agreement and understanding that any action with respect to delinquent employers as set forth and provided for in this Article is in recognition and for the purpose of protecting the rights of employees in the collective bargaining unit, their families and beneficiaries of said Local No. 317, Truck Drivers & Helpers Welfare Fund.

ARTICLE 23 - Pension Fund

TEAMSTERS PENSION FUND: All employer contributions to the New York State Teamsters Conference Pension and Retirement Fund as set forth in this Agreement shall be made monthly and shall be due and payable no later than the fifteenth (15th) of the following month, upon remittance forms furnished by the said Fund. The New York State Teamsters Conference Pension & Retirement Fund shall be administered pursuant to provisions of Agreements and Declarations of Trust, rules and regulations established by the various Trustees, and shall be in compliance with the requirements of State and Federal Laws governing and regulating such Trusts.

The parties to this Collective Bargaining Agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions, rules and regulations of said Agreement and Declaration of Trust as if said Agreement and Declaration of Trust were fully set forth herein and made a part thereof, and that said parties will sign the Article of Stipulation as required by the Trustees of said Fund.

ARTICLE 24 - Industry Advancement Program

Section 1. In addition to the above wage and Welfare and Pension payments, each employer shall, on or before the fifteenth (15th) day following the end of each calendar month pay to the Construction Employers Association of Central New York, Inc. Industry Advancement Program, hereinafter referred to as the Industry Program, fifteen cents (\$.15) for each hour for which wages are payable during said calendar month to any employee covered by this Agreement. Simultaneously with making payments of the contribution, the Employer shall also file a written report with the Industry Program setting forth (1) the names and Social Security numbers of employees covered by this Agreement who have been in the employ of the Employer during such calendar month; and (2) the number of hours worked by each employee during such calendar month. Forms for making reports provided for in this Article shall be furnished all employers by the Industry Program.

Section 2. The Construction Employers Association of Central New York, Inc. agrees to establish an Industry Program for the purpose of meeting all costs to the Association of conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in the Greater Syracuse Area for the benefit of all contractors performing work in said area. The activities to be financed by the Funds of the Industry Program may include, but shall not be limited to the following: safety and accident prevention, apprenticeship training and other educational programs; public relations; industry relations; management expenses in connection with collective bargaining on an industry wide basis, and in the maintenance of grievance procedures management costs of participating in joint apprenticeship, health and welfare and pension programs; and such other comparable activities as may be engaged in from time to time.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Program the right to use any of its funds to maintain law suits against Local No. 317 and its parent and International Union; for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

ARTICLE 25 - General Contractor Guarantee

To provide a guarantee of payment to the respective Trustees of the Welfare, Pension and Industry Advancement Program Funds, as described in Articles 23, 24 and 25 of this Agreement, any contractor, signatory to this Agreement, that uses a subcontractor, agrees to pay to the said Fund(s) any amount owed to said Fund(s) by said delinquent subcontractor.

However, this provision is contingent on the following conditions:

1. The General Contractor will not withhold any monies guaranteed under this Article unless first notified by fund administrator.
2. The request for delinquent payments must be submitted in writing and must include the amount owed said Fund(s). Copies of this request will be sent to the Union, to the CEA, and to the delinquent subcontractor by the fund administrator.
3. The respective fund administrator must document said delinquent funds within a thirty (30) day period after sending said delinquent notice. If the fund administrator fails to do this the General Contractor will cease withholding monies from that subcontractor at that time.
4. These guaranteed payments must be taken from monies still held by the General Contractor but owed to the delinquent subcontractor.
5. The General Contractor is obliged to pay to said funds only those monies owed by the delinquent subcontractor on that particular job.
6. There must be a copy of the fully signed current Labor Agreement for both the General Contractor and subcontractor on file at the C.E.A. office and the Fund office.

The Union, recognizing its responsibility to insure payment of these funds, agrees to furnish a fully signed current Agreement to the C.E.A. office and to the Fund office and not to furnish men to employers before obtaining said signed Agreements.

Any subcontractor signing this Agreement recognizes and sanctions the General Contractors rights and obligations under this provision.

ARTICLE 26 - Expenses

Where an employee under this Agreement is required by his work to remain away from home overnight while on the job, his employer shall allow for a reasonable reimbursement for expenses covering meals and lodging, and said employee shall provide receipts to the employer for such expenses.

ARTICLE 27 - Teamster Duties

Truck drivers shall load and unload all vehicles when directed by the employer. Other trades shall be permitted to load and unload such vehicles or to assist in loading or unloading if so directed by the employer, according to existing jurisdictional rules.

The employer may direct truck drivers to perform other miscellaneous duties not specifically assigned to other trades under existing jurisdictional rulings; such duties may include but are not limited to: wash and grease vehicles, perform vehicle maintenance duties, parts and supply chasing, or any other duties assigned by the employer.

ARTICLE 28 - Non Discrimination

Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee because of race, creed, color, religious belief, sex or national origin. Both Management and Union agree that all Federal orders and requirements, as well as State of New York orders and requirements regarding discrimination in employment shall be fully complied with at all times.

ARTICLE 29 - Picket Lines

It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind any primary picket line, including the primary picket line of Union party to this Agreement, and including primary picket lines at the Employer's place or places of business.

ARTICLE 30 - Successor Clause

A. This Agreement shall be binding upon the signatories, heirs and assigns hereto.

B. In the event that any employer discontinues, or is discontinued from membership in the Association, the provisions of this Agreement shall remain fully binding on the employer for the duration of this Agreement.

ARTICLE 31 - Arbitration

Any and all questions relating to the violation of this Agreement shall be settled by the following Arbitration Agreement. It is mutually agreed that the agreed hours of work and the agreed wage scale shall not be a matter for arbitration during the life of this Agreement.

1. All parties agree that work shall continue until any or all questions in dispute shall have been arbitrated as herein provided for.

2. In the event that one of the above parties claims that the other is violating the Working Agreement between the two parties, such claim shall be reduced to writing and served upon the offending party. Then, each party shall name a committee of not more than three (3) members. Each committee shall be made up of members of the respective

negotiation committees. These two (2) committees shall hold a joint session and endeavor to settle this claim of violation of Working Agreement. This joint session shall take place on the day following the service of claim of violation at or before 8:00 P. M.

3. In the event that the above committees are unable to agree, then each side shall present their case to an arbitrator who shall be chosen as follows: each party shall select an arbitrator who shall be chosen from a New York State or an F.M.C.S. arbitration panel. The arbitrator shall hold daily sessions and submit his decision in writing to the two interested parties, such decision to be rendered within eight (8) days from the day claim was served. Both parties agree that they will abide by the decision rendered.

ARTICLE 32 - Agreement Limitations

It is further agreed that the International Union Agreement with other employers does not bind the signatories to the conditions other than those contained in the local Agreement.

It is specifically intended by the negotiating committees that the Union will not claim jurisdiction over station wagons, pick-up trucks, light panel trucks and such vehicles that are driven by executive, administrative staff, field supervisors, foremen, and others who use such vehicles essentially for personal transportation, nor will the Union claim jurisdiction over shops on wheels.

ARTICLE 33 - Most Favored Nations

In the event the Union enters into any collective bargaining Agreement or understanding, applicable to work covered by this Agreement, with any other employer or employer group, whereby the wages, fringe benefits, or working conditions or such Agreement or understanding are more favorable to the employer than such terms and conditions of employment shall automatically supersede and replace the terms and conditions contained in the Agreement.

ARTICLE 34 - Owner-Operators

An owner-operator renting his truck to a General Contractor or a sub-contractor, shall be on said contractor's payroll as an employee and shall be governed by the terms and conditions of this Agreement (with the exception of Article 17, "Job Seniority".) Separate checks shall be paid to the owner operator for wages and leasing of such equipment.

ARTICLE 35 - Prejob Conference

The contractors agree to a pre-job conference within seven days after receiving a written request from the Union.

ARTICLE 36 - Dues Check-off

A. The Teamsters Local #317 shall maintain a Dues Check-off Fund through the medium of payroll deductions for union dues. The employer agrees to deduct from the pay of all regular employees covered by this agreement, the dues, initiation fees and/or uniform assessments of the union and agrees to remit to the union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Said deduction shall be payable to Local #317 no later than the 15th day of the calendar month immediately following that month during which the work was performed.

B. Local #317 shall be responsible for the printing and distribution of dues Authorization forms to employers. The wording of said Authorization forms shall be in conformance with all requirements of the law.

C. 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 work assessment authorization cards furnished by the employees and/or the Union.

ARTICLE 37 - Defective Equipment

(a) Members of the Local employed by the employer will immediately report to the employer all defects of equipment and all accidents, including name or witnesses and all data.

(b) The employer will not require members of the Local to take out on the streets or highways any vehicles not equipped with the safety appliances prescribed by the law, or any vehicle that is not safe for operation on the project or job.

(c) During the winter months there shall be a heater and defroster in all trucks which shall be in working condition during the winter season.

ARTICLE 38 - Unpaid Vacation

Unpaid Vacation: Each employer has the right to determine percentage of employees taking a vacation at the same time.

ARTICLE 39 - Prohibition of Polygraph

Prohibition of Polygraph: An employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 40 - Substance Abuse Policy and Testing Program

The CEA Drug Abuse Policy and Program is available for use by Employers under this agreement. Workplace Safety of Upstate New York (WSUNY), a not for profit corporation established by labor and management for the purpose of creating and maintaining uniform drug abuse policy and procedures. WSUNY shall in addition designate and contract on a collective basis for all related services necessary to execute the drug policy and procedures, including T.P.A. (Third Party Administrator) and M.R.O. (Medical Review Officer). The Employer shall pay the cost of each test and M.R.O. service as established by WSUNY.

Workplace Safety of Upstate New York
6563 Ridings Road, Syracuse, New York 13206
Phone: (315) 437-3717 • Fax: (315) 437-5044

Signed this 27th day of May, 2009

TEAMSTERS LOCAL NO. 317 affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS



(s) **William E. Arnault, Business Agent**

CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC.



(s) **Earl N. Hall, Executive Director**

Signature Page

The following to be signed by employers and/or contractors who are non-designated members of the Construction Employers Association of Central New York, Inc.

We hereby accept the provisions of the above contract. The Union and said Company do hereby agree to abide by and enforce same.

TEAMSTERS LOCAL UNION NO. 317

Local Union

566 Spencer Street, Box 11037 - Franklin Sq. Station, Syracuse, NY 13218-1037

Union Address

Local 317 Representative and Title

Company Name

Company Address

Company Phone

Duly Authorized Officer or Representative

Title

Date Signed