LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LABORERS' LOCAL UNION NO. 633
7051 Fly Road, Suite A
East Syracuse, NY 13057
Tel: 315/471-1591 or 4812
Fax: 315/474-4025
www.laborers633.org
Gabriel M. Rosetti, III, *Business Manager*

ONONDAGA COUNTY BUILDING RATES

JUNE 1, 2018 TO MAY 31, 2019

Laborer.....$ 24.75

Asbestos, Toxic & Hazardous Waste Removal.....$ 26.75

Welfare.....$ 5.80

Pension.....$ 10.90

Annuity.....$ 2.00

Training.....$ .65

Administration and Safety Program .....$ .17

L.E.C.E.T.....$ .15

Dues Assessment Deduction.....-7% of gross

* PAC Deduction.....$ -.10

Gabriel M. Rosetti, III

Business Manager

*PAC deduction check made payable to NYSLPAC and sent to Laborers Local 633 along with the dues assessment check each month.

Total Benefit Package:... $19.67 Total Laborer Package:...$44.42
Foreman: +$1.50 over applicable rate

Hazardous Waste/Asbestos: +$2.00 over applicable rate
Total Hazardous Package: $46.42

Original Signed Copy

WORKING AGREEMENT

Between

Laborers International Union of North America Local Union No. 633

for

Onondaga, Cayuga and Oswego Counties

and

Construction Employers Association of Central New York, Inc.

Effective June 1, 2018
Expires May 31, 2022

Building

Laborers International Union
of North America
Local Union No. 633

GABRIEL M. ROSETTI, III
Business Manager
7051 Fly Road, Suite A
East Syracuse, NY 13057
Tel: (315) 471-1591
Fax: (315) 474-4025

Construction Employers Association
of Central New York, Inc.

EARL R. HALL
Executive Director
6563 Ridings Road
Syracuse, NY 13206
Tel: (315) 437-3717
Fax: (315) 437-8053

INDEX

Article No.		Page No.
1.	Scope/Definition of Agreement	1
2.	Application of Agreement	2
3.	Craft Jurisdiction	2
4.	Foremen	2
5.	Work Day & Overtime	3
6.	Wages, Fringe Ben.,Contrib. & Deduct.	5
7.	Welfare, Pension, Annuity & LECET	10
8.	Industry Advancement Program	14
9.	Payroll Deductions	15
10.	Shift & In-Plant Work	16
11.	Sundays & Holidays	17
12.	Tools & Clothing	17
19.	Report-in Pay	18
14.	Jurisdictional Disputes	19
15.	Subcontracting	19
16.	Geographical Jurisdiction	21
17.	Union Steward	21
18.	Union Security	21
19.	Grievance & Arbitration Procedure	22
20.	Savings Clause	24
21.	Most Favored Nations	25
22.	Prevailing Rates - Hold Harmless	25
23.	Disability Benefits	25
24.	Safety	25
25.	Non-Discrimination	26
26.	Hazardous Material Com. Standard	26
27.	Substance Abuse Program	26
28.	Fit for Duty Testing and Background Check	27
29.	Apprenticeship	28
30.	Anniversary Clause	29
31.	Duration of Agreement	29
Signature Page		30

WORKING AGREEMENT

between

LABORERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION NO. 633 (for Onondaga, Cayuga and Oswego Counties)

and

CONSTRUCTION EMPLOYERS ASSOC. OF CENTRAL NEW YORK, INC.

This agreement covers new construction, renovation and rehabilitation.

The Association and the Union named herein are negotiating agents for their present and future members. For any breach of this Agreement the liability of the members of the Association and the local Union shall be several and not joint, and the liability of the Association shall only be that of negotiating agent without liability for the acts of its respective members.

The Association shall notify the Unions in writing within thirty (30) days after the time that a new member complies with the By-laws of the Association by executing an appropriate Designation of Bargaining Agent form.

ARTICLE 1. SCOPE/DEFINITION OF AGREEMENT

This Agreement shall cover all laborers work for building construction projects including all related work on the site of the building project regardless of prime contract format being general contract or construction management. It shall also include any masonry type construction (i.e. block or brick with mortar and/or parge) regardless of type of project, except for street or road manholes or sewage projects currently under construction at the inception of this

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and

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Effective June 1, 2018
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Building

Laborers International Union
of North America
Local Union No. 633

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INDEX

Article No.		Page No.
1.	Scope/Definition of Agreement	1
2.	Application of Agreement	2
3.	Craft Jurisdiction	2
4.	Foremen	2
5.	Work Day & Overtime	3
6.	Wages, Fringe Ben.,Contrib. & Deduct.	5
7.	Welfare, Pension, Annuity & LECET	10
8.	Industry Advancement Program	14
9.	Payroll Deductions	15
10.	Shift & In-Plant Work	16
11.	Sundays & Holidays	17
12.	Tools & Clothing	17
19.	Report-in Pay	18
14.	Jurisdictional Disputes	19
15.	Subcontracting	19
16.	Geographical Jurisdiction	21
17.	Union Steward	21
18.	Union Security	21
19.	Grievance & Arbitration Procedure	22
20.	Savings Clause	24
21.	Most Favored Nations	25
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23.	Disability Benefits	25
24.	Safety	25
25.	Non-Discrimination	26
26.	Hazardous Material Com. Standard	26
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Signature Page		30

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agreement and any construction projects cover by the Onondaga County Lake Clean-up Project Labor Agreement. It is also understood that all site contract related work in conjunction with a building project shall be performed under this agreement. As further clarification, it is understood that parking garages are building structures and covered by this agreement.

ARTICLE 2. APPLICATION OF AGREEMENT

There shall be no discrimination against any contractor or employee. 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.

Pre-job notification to the Union by the contractor is required prior to starting a new project.

ARTICLE 3. CRAFT JURISDICTION

It is agreed that the jurisdiction of the charter grant issued by the American Federation of Labor to the Laborers International Union of North America, as well as all work normally and traditionally assigned to and performed by the employees represented by the International Union and all work that has been area practice will be recognized as work claimed by Laborers International Union of North America. Laborers' Local 633 also claims all scaffold building for the masons and bricklayers to include all technology involved in the scaffold building. In the event there is any conflict with jurisdiction of other trades employed by the employer, it is specifically understood and agreed that the assignment of work by the employer shall be final and binding.

ARTICLE 4. FOREMAN

A foreman shall be employed when five (5) or more Laborers are on the job and shall be paid not less than one dollar and fifty cents ($1.50) per hour more than the applicable Laborers rate. The number of foremen, after five (5) Laborers, and the appointment of all foremen shall be

the prerogative of the employer. Appointment of General Foreman will be at the discretion of the employer and will be paid $2.50 over the applicable journeyman rate.

ARTICLE 5. WORK DAY & OVERTIME

The regular work day shall be eight (8) hours as scheduled by the employer, Monday through Friday with one-half hour unpaid lunch. Unpaid lunch break shall be one-half hour between 11:00 A.M. and 1:00 P.M. In the event no lunch break is taken, time and one-half will be paid from 1:00 P.M. until lunch break is taken, except in emergency conditions. All work in excess of eight (8) hours per day shall be paid at time and one-half. In the event during Monday-Friday 40 hours of work does not occur due to inclement weather or request for personal time off and the employer requires work on a Saturday, the laborer shall receive straight time until 40 total weekly hours are worked and then time and one half for any additional work hours that week. Work that requires more than 8 hours on Saturday will be paid at time and one half even if 40 hours was not worked. Overtime shall be paid for all hours worked in excess of forty hours at time and one-half. All work on Sundays and holidays per Article 11, shall be at double time.

All Laborers are to be allowed a mid-morning coffee break of 10 minutes duration. Men are not to congregate, but are to remain at or near their place of work. If the Employer believes that this privilege is being abused he shall notify the Union and the Union shall be given 24 hours in which to correct the abuse. If, after giving the Union this opportunity, the Employer believes the abuse to be continuing, he may withdraw the privilege of the coffee break.

Saturday make-up day: Whenever eight (8) hours or more of work is lost during the regular work week, Monday through Friday, because of weather conditions only, the Saturday of that same week may, except as prohibited by law, at the Employer's option and with the Union's permission, be worked at the straight time rate of wages. It being understood that all men working on the job be given the

same opportunity to work and in the event any Employee declines to work on a Saturday as a make-up day, the employee shall not be discriminated against or be penalized by his Employer.

It is also understood that when laborers are assigned to work with mechanics as helpers, tenders, etc. and the mechanics do not have a make up day and/or is paid the overtime rate of pay then the laborer will be paid the overtime rate of pay.

If no other trade(s) are being paid time and one-half for the make-up day, then the make-up day will be paid at straight time for laborers.

Employees injured on the job and unable to return to work that day will be paid for the full work day. If additional medical treatment is needed, a two (2) hour visit will be given without loss of pay, as long as the employee tries to make their appointment outside of work hours.

If the contractor has a request for a qualified labor person, that person will be sent if they are on the Union's out of work list and meets the hiring hall rules and procedures. The contractor must give the Union 24 hours to supply that worker or workers to the job before the contractor can go and call workers on their own.

Four (4) ten (10) Hour days as permitted by law and with the Union's permission: To the extent permitted by law, the work week may be four days in duration with each day consisting of ten (10) hours work at the straight-time rate. Any work performed outside these limits would be at the appropriate overtime rate. It is the intent of the parties that a 4-10s schedule shall be for a minimum of four (4) days in a row. Where a 4-10s sched- ule is worked, Friday shall be allowed as a make-up day. If, however, weather prohibits work on Friday, Saturday is allowed as a make-up day, but will be worked at the appro- priate overtime rate.

ARTICLE 6. WAGES, FRINGE BENEFITS, CONTRIBUTIONS & DEDUCTIONS

Wage and Fringe rates effective the first full payroll period starting on or after the effective dates shall be as follows:

ONONDAGA COUNTY

Wage rates, fringe benefits, contributions & deductions for the first payroll period beginning on or after the effective dates shall be as follows:

6/1/18	
Laborer	24.75
Asbestos Removal, Toxic & Hazardous Waste +2.00	26.75
Foreman	+1.50
General Foreman	+2.50
Welfare	5.80
Pension	10.90
Annuity Fund	2.00
Industry Advancement Program	.17
Training Fund	.65
LECET	.15
Dues (deduction)	(7%)
PAC (deduction)	(.10)

Future Increases:
6/1/19 +$1.20
6/1/20 +$1.30
6/1/21 +$1.35

CAYUGA COUNTY:

Wage rates, fringe benefits, contributions & deductions for the first payroll period beginning on or after the effective dates shall be as follows:

	6/1/18
Laborer	24.77
Asbestos Removal, Toxic & Hazardous Waste +2.00	26.77
Foreman	+1.50
General Foreman +2.50	
Welfare	5.80
Pension	10.90
Annuity Fund	2.00
Industry Advancement Program	.17
Training Fund	.65
LECET	.05
NYS H&S	.05
Work Assessment (deduction)	(7%)
PAC (deduction)	(.10)

Future Increases:
6/1/19 +$1.20 6/1/20 +$1.30 6/1/21 +$1.35

OSWEGO COUNTY:

Wage rates, fringe benefits, contributions & deductions for the first payroll period beginning on or after the effective dates shall be as follows:

	6/1/18
CLASS A (Nuclear/Power Plant Work)	
Laborers	25.70
Asbestos Removal, Toxic & Hazardous Waste +2.00 to D Rate	27.70
Foreman	+1.50
General Foreman	+1.50
Health & Welfare	6.00
Pension	11.40
Annuity	2.00
Training	.55
LECET	.10
Health & Safety	.05
Industry Advancement Program	.17
Dues (deduction)	(7%)
PAC (deduction)	(.10)

CLASS C (Residential)
CLASS D (Commercial under 20,000,000)

Laborers	23.88
Asbestos Removal, Toxic & Hazardous Waste +2.00 to D Rate	25.88
Foreman	+1.50
General Foreman	+2.50
Health & Welfare	5.60
Pension	11.40
Annuity	2.00
Training	.55
LECET	.10
Health & Safety	.05
Industry Advancement Program	.17
Dues (deduction)	(7%)
PAC (deduction)	(.10)

Future Increases:

6/1/19	A Rate +1.20	D Rate +1.35
6/1/20	A Rate +1.30	D Rate +1.45
6/1/21	A Rate +1.35	D Rate +1.50

Classifications:

CLASS A - Basic Rate, Power Plant, Nuclear Site or related work

CLASS C - Laborers working on Residential Building Construction or work in one-family, two family, row housing and garden type homes or apartments which are not more than four (4) stories high and are used as family dwellings.

CLASS D - Commercial - All commercial projects which are the total project cost including general construction, plumbing, HVAC and electrical does not exceed $20,000,000

Regarding Asbestos Removal, Toxic and Hazardous Waste work, the premium rate of $2.00 per hour over the Laborer hourly rate shall start from the first day of employment of a certified asbestos licensed laborer until completion of any asbestos project.

RESIDENTIAL CONSTRUCTION is defined as one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories high and are used as private dwellings. It shall not cover any building which Is not being used as a private dwelling regardless of its location or size. Any work which is not specifically set forth above shall not be covered by this definition, but, instead shall be covered by and performed pursuant to the remaining terms and conditions of this Agreement. Time and one-half (1 1/2X) for all overtime Monday-Saturday.

RESIDENTIAL RATE FOR ONONDAGA, CAYUGA AND OSWEGO COUNTIES

Wage and Fringe rates effective the first full payroll period starting on or after the effective dates shall be as follows:

	6/1/18
Residential Laborers	16.35
Welfare	4.15
Pension	5.10
Annuity Fund	2.00
Industry Advancement Program	.17
Training Fund	.60
LECET	.15
Dues (deduction)	(7%)
PAC (deduction)	(.05)

Construction Specialist: In the event that work not traditionally assigned to laborers is, by mutual consent of the Association and the Union, performed by laborers, a rate appropriate to the classification will be paid to the affected worker for the actual hours such work was performed. Nothing in this Agreement shall be construed as making the Association, Union or Employer liable for the payment of any wages, fringes, 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.

Employees are to be paid weekly in currency on the job before closing time on Friday, pay time to close 4:30 P.M. Wednesday. Any contractor who fails to pay employees on time for two (2) consecutive pay periods will be fined $25.00 for each day pay is withheld. Employees discharged are to be paid in currency at time of discharge, but employees leaving work of their own accord shall not be paid until regular pay day.

No debit cards will be allowed to pay employees.

All Employer contributions to Welfare, Pension, Annuity Fund, Training Fund, LECET and Industry Advancement Program and employee deductions for Union dues shall be paid for each hour worked for each employee straight time in the respective amount specified in this Article for Onondaga, Cayuga and Oswego counties.

In accordance with Article 6 and 7 of this Agreement, Employer hourly contributions for the Welfare Fund shall be forwarded to:

Central New York Laborers Welfare Fund
7051 Fly Road, E. Syracuse, NY 13057

In accordance with Article 6 and 7 of this Agreement, Employer hourly contributions for the Pension Fund shall be forwarded to:

Central New York Laborers Pension Fund
7051 Fly Road, E. Syracuse, NY 13057

In accordance with Article 6 and 7 of this Agreement, Employer hourly contributions for the Annuity Fund shall be forwarded to:

Central New York Laborers Annuity Fund
7051 Fly Road, E. Syracuse, NY 13057

In accordance with Article 6 and 7 of this Agreement, Employer hourly contributions for the Training Fund shall be forwarded to:

Central New York Laborers Training Fund
7051 Fly Road, E. Syracuse, NY 13057

In accordance with Article 6 and 7 of this Agreement, Employer hourly contributions for the LECET Fund shall be forwarded to:

New York State Laborers LECET Fund
7051 Fly Road, E. Syracuse, NY 13057

In accordance with Article 6 and 8 of this Agreement, Employers hourly contribution for the Industry Advancement Program shall be forwarded to:

Industry Advancement Program
7051 Fly Road
East Syracuse, NY 13057

In accordance with Article 6 and 9 of this Agreement, employee hourly deductions from wages for Union Dues Assessment, and employee hourly deduction for Political Action Committee (PAC) shall be combined in one check and forwarded to the Local Union.

ARTICLE 7. WELFARE, PENSION, ANNUITY & LECET CONTRIBUTIONS

All employer contributions to the Central New York Laborers Welfare Fund, the Central New York Laborers Pension Fund, the Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund and the New York State Laborers LECET Fund as set forth in this Agreement shall be made monthly and shall be due and payable no later than the fifteenth of the following month upon remittance forms furnished by the said Welfare, Pension, Annuity and Training Funds.

The Central New York Laborers Welfare Fund, the Central New York Laborers Pension Fund, the Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund and the New York State Laborers LECET 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 thereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions, rules and regulations of said Agreements and Declarations of Trust as it 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 Central New York Laborers Welfare Fund, the Central New York Laborers Pension Fund, the Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund and the New York State Laborers LECET Fund shall not relieve any other employers from reporting and making contributions to the Welfare, Pension, Annuity, LECET and Training Funds.

The parties agree that where, as a result of Union mergers, there are two or more, benefit funds sponsored by one Union local, it shall be the decision and responsibility of the respective Boards of Trustees of such funds to determine and provide for the proper accounting and crediting of Employer contributions to their respective funds.

Liability of the Association, Union and Employers: Nothing in this Agreement and Declaration of Trust shall be construed as making the Association, a Union or an Employer liable for the payment required to be made by any other Employer, and each Employer's liability shall be limited solely to the payment of the amount specified in this Agreement. Neither the Association, Union, Employers, nor Trustees shall be liable for the payment of any benefits to be provided by the Pension, Welfare, Annuity, Training and LECET funds.

Employers not liable for benefits: None of the Employers shall be liable for the failure of the Trustees to secure the benefits contemplated herein, or in the Welfare Plan, Annuity Plan, Training Plan, LECET Plan or Pension Plan, for any employee or beneficiary or for any default or neglect of the Trustees.

It is further agreed that any Employer becoming delinquent in reporting and paying contributions to said Pension, Welfare, Annuity, Training or LECET Funds and any other employee benefit funds shall be liable for the amount of the delinquency together with interest, liquidated damages, costs, disbursements, audit fees, and legal fees in such amounts and on such terms as may be established by the Central New York Laborers' Welfare, Pension, Annuity, Training and LECET Funds. The liquidated damages being for extra and unwarranted services on the part of the Funds' personnel and administrative agents in performing late entries, as well as securing proper credits on behalf of the participants and/or beneficiaries of the Funds as a result of the delinquency.

Should any delinquent employer's failure to report and make contributions to the Central New York Laborers Welfare Fund, Central New York Laborers Pension Fund, Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund, and the New York State Laborers LECET Fund require an audit of his payroll records for the purpose of either ascertaining said employers indebtedness or for the purpose of crediting his employees for the hours of work, such employer agrees to pay the costs of such an audit by such accountant, auditor, or person as may be selected by the Trustees to perform the audit. The payroll records to be submitted for such an audit shall be such records as shall be requested by the Funds' representative.

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 if the employer has not complied with the provisions of the Agreements and Declarations of Trust of the funds, 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 Welfare, Pension,

Annuity, LECET and Training Funds, to declare this Agreement breached by any delinquent employer and at the option of the Union this Agreement may be considered terminated. The Union will also, with respect to any delinquent employ- er, withdraw the services of members in the collective bar- gaining unit from the said employer, or to strike or engage in boycott with respect to any such delinquent employer. In the event that the Union exercises its rights in any manner under the provisions of this Article, the employer agrees, that as additional liquidated damages, to pay each of said employer's employees represented by the Union, said em- ployees' regular rate of pay for all time lost from work as a result of the action herein granted the Union for the purpos- es of recovering delinquent contributions and remittances due the Central New York Laborers Welfare Fund, Pension Fund, Annuity Fund, Training Fund and LECET 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" provisions or clause contained in this Agreement, and the employer and the employees waive any and all rights un- der this Agreement with respect to action against the Union or its members or the Central New York Laborers Welfare Fund, the Central New York Laborers Pension Fund, the Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund, and the New York State La- borers LECET Fund before any State or Federal agency,tribunal or court. It is expressly agreed herein that the use of grievance and arbitration procedures set forth in this contract are waived by any such aforementioned delin- quent 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 collec- tive bargaining unit, their families and beneficiaries of said Welfare and Pension Funds.

The parties have negotiated and have adopted the schedule for Laborers Local 633 Pension Fund designated in the Rehabilitation Plan. The schedule is incorporated by reference into this collective bargaining agreement. Pursuant to such schedules, the parties, in addition to agreeing to the revised benefit structures set forth therein, also agree to contributions to the Pension Fund as provided for in this agreement, which amounts are no less than those referenced in the aforementioned schedule.

ARTICLE 8. 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, seventeen cents (.17) 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 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 Fund Office.

Section 2. The Construction Employers Association of Central New York, Inc., agrees to establish an Industry Program for the purpose of meeting costs to the Association of performing labor and industry relations services, and all matters and problems incidental thereto on an industry wide basis in the Greater Central New York 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: public relations, safety and accident prevention, apprenticeship training and other educational programs, industry relations, management expenses in connection with collective

bargaining on an industry and labor wide basis and in the maintenance of grievance procedures, management costs of participating in joint apprenticeship, 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 purposes of the Industry Program, the right to use any of its funds to maintain lawsuits against Local No. 633 and their parent and International Union; for lobbying in support of antilabor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

ARTICLE 9. PAYROLL DEDUCTIONS

Dues Deduction - Laborers Local Union No. 633 shall maintain a Dues Assessment Fund through the medium of payroll deductions. Upon the receipt of a written authorization from the employee, the employer shall deduct from the employee's gross hourly wage scale the amount so authorized. Said deductions shall be payable to the Local Union as specified in Article 6 of this Agreement. All remittances of dues withholdings by employers shall be by check only and shall be accompanied by a copy of the welfare and pension report. Said withholding s shall be forwarded to the Local Union no later than the 15th day of the calendar month immediately following that month during which the work was performed.

Political Action Committee Deduction - Upon presentation to the employer of written employee authorization, the employer shall deduct from the employee's hourly wage scale, after tax deductions, the amount so authorized. Said deductions shall be payable to the Local Union as specified in Article 6 of this Agreement. The Local Union will forward monies collected through PAC deductions to the New York Laborers Political Action Committee (NYLPAC) or any PAC established by Local 633 in such manner as may be agreed upon by the employer and union.

Damages applicable to delinquent employers under Welfare and Pension Article 6 shall also apply to employers delinquent in payment of union dues withholdings and Political Action Committee withholdings to Laborers Local Union No. 633 with exception that references to Central New York Laborers Welfare Fund and Central New York Laborers Pension Fund shall be construed as reference to Laborers Local Union No. 633.

No deductions shall be made for any such employee unless the employee has deposited with the employer his copy of an executed authorization form, which shall be irrevocable for a period of one (1) year or the termination date of this Agreement, whichever shall be the less. Executed copies of the authorization cards will be kept on file by the Union and the employer.

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

With respect to any such employee for whom authorization cards have not been furnished, the gross basic wage rate appearing in Article 6 shall be paid to the employee on a straight and/or time and one- half basis as shall be applicable under this contract.

Deductions shall be made in the first full payroll period following the furnishing of authorization cards.

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

ARTICLE 10. SHIFT & IN-PLANT WORK

Shift and In-Plant Work only are governed by this Article. When two (2) shifts are employed, both shifts shall work eight (8) hours and receive eight (8) hours pay.

When three (3) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay. The second shift and third shift shall receive eight (8) hours pay for seven and one-half (7 1/2) hours worked. On all shift work and in-plant work, the length of the shift may be extended at the employer's option. All shift work in excess of forty (40) hours shall be paid at time and one-half.

Double time shall be paid for all overtime worked on Sunday and holidays as described in Article 11. Union must be notified 48 hours in advance if employer is hiring new employees to work on any of the six major holidays.

On scheduled in-plant work, Monday through Saturday, Laborers shall be paid at straight time for any forty (40) hours including four (4) days of ten (10) hour shifts. All work in excess of forty (40) hours shall be time and one-half.

In-plant work shall be described as work within an existing structure currently occupied by the owner's forces. Additions to existing buildings or structures are to be excluded from this category.

ARTICLE 11. SUNDAYS & HOLIDAYS

Overtime shall be paid in accordance with Articles 5 and 6 except that double time shall be paid for all overtime worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No labor shall be performed on the above stated holidays except in case of emergency. Monday will be observed for the following Sunday holidays: Christmas Day, New Years Day and July 4th.

ARTICLE 12. TOOLS & CLOTHING

Contractors shall provide a suitable place where employees may keep tools and clothing but assumes no liability for loss or damage to same.

ARTICLE 13. REPORT-IN PAY

Report-in Pay: When an employee employed under the terms of this Agreement reports for work at his starting time on a scheduled work day without previous notice not to report, he shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable hourly rate with full benefits. However, the foregoing employer obligations shall not apply in the event the failure to provide work is due to inclement weather conditions, utility failure, strike, Department of Transportation or civil disturbance or demonstration interfering with the job, or other conditions beyond the control of the employer. The obligations shall not apply if the employee was absent from work when the notice not to report was given or the employee did not give the employer his current address and phone number.

Employee may be required to remain at the job site by the employer. Such employees required to remain at the job site by the employer shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable hourly rate and to accept work assignments outside of his regular classification. Provided, however, that such assignments must be within the jurisdiction of the Laborers and within geographic jurisdiction of the local Union.

Applicants for Employment: Should referrals for employment under this Agreement show up ready to work at the time and location instructed by the employer or the union upon request of the employer, and should no work be provided, those referred shall receive two (2) hours pay at the common Laborers hourly rate. If the failure to provide work is due to conditions beyond the control of the employer as described in the Report-In Section above, reporting time is not to be paid. The number of applicants to be paid two (2) hours pay for show-up shall not exceed the number of applicants requested by the employer.

ARTICLE 14. JURISDICTIONAL DISPUTES

In signing this Collective Bargaining Agreement the parties hereto agree to be bound by the terms and provisions of the agreement establishing the Impartial Jurisdictional Disputes Board. In particular, the parties agree to be bound by this provision of the agreement requiring compliance "with the decisions and awards of the Board, Appeals Board or Hearing Panels* (Article VIII, Section I (a). This stipulation shall be effective for the duration of this Collective Bargaining Agreement.

ARTICLE 15. SUBCONTRACTING

Both parties hereto agree that all work sublet on the job site shall be performed by the subcontractor under terms of this Agreement.

To provide a guarantee of payment to the respective Trustees of the Welfare, Pension, Annuity, Training, LECET, Dues Deduction, and Industry Advancement Program Funds, all subcontractors shall be signatory to this entire collective bargaining agreement. A subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees under contract, with the general contractor or his subcontractor to perform on the job site any part or portion of the work covered by this Agreement, including the operation of equipment, performance of labor and installation of materials. Job site shall mean the area of the job and surrounding the job generally accepted as being under control of the prime contractor during construction. 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.

To provide a guarantee of payment to the respective Trustees of the Welfare, Pension, Annuity, Training, LECET, Dues Deduction and Industry Advancement Program funds as described in the Articles 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 de- linquent subcontractor. However, this provision is contin- gent 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. These guaranteed payments must be taken from monies still hold by the General Contractor but owed to the delinquent subcontractor.

4. The General Contractor is obliged to pay to said funds only those monies owed by the delinquent subcontractor on that particular job.

5. There must be a copy of the fully signed current labor agreement for both the General Contractor and subcontractor on file at the CEA office and/or the Fund office.

The Union, recognizing its responsibility to insure payment of these funds, agrees to furnish a fully signed current agreement to the CEA 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 Contractor's rights and obligations under this provision.

ARTICLE 16. GEOGRAPHICAL JURISDICTION

This contract is binding only upon work in Onondaga, Cayuga and Oswego Counties.

ARTICLE 17. UNION STEWARD

Section 1. The Business Manager or other authorized representative of the Union shall be permitted to inspect a job sites and visit all job sites in performance of their duties.

Section 2. It is agreed that on each job the Union Business Manager shall appoint a working Shop Steward who will be named. The Laborers' Seward will be employed at all times that any laborers work is performed or any Laborers are employed on the project except that on overtime and/or specialty work, the Steward can only assert seniority, provided he is qualified to do the work. He will be paid for all time lost due to not having been notified by the Employer or the Employer's agent to report for work. He will be allowed sufficient time to perform his duties and will not be discharged, laid off, or transferred by reason of the performance of his duties as Steward without prior approval of the Business Manager.

ARTICLE 18. UNION SECURITY

It is agreed that seven (7) days after the execution of this Agreement all laborers who are members of the Union must remain members in good standing as a condition of employment. All newly employed laborers hired by the contractor who are not members of the Union must become members after seven (7) days of employment. The Union agrees to accept and retain such members in accordance with all the Labor Laws as amended.

ARTICLE 19. GRIEVANCE & ARBITRATION PROCEDURE

1. During the term of this Agreement, neither party shall order or permit any lockout, strike, or other work stoppage or slowdown. Further, the Local Unions will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by their members.

2. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth (excluding wages, hours, all fringe benefit contributions and claims of work jurisdiction). It is agreed that all matters pertaining to the interpretation of this Agreement must be referred directly to the Joint Committee, provided that if a grievance has not been filed, the matter shall not be a subject of arbitration until a grievance is filed.

Step 1: All grievances must be made known in writing to the other party within seven (7) days after the reason for such grievance has occurred. The aggrieved employees Job Steward or Business Manager of the Lo- cal Union shall first submit a written grievance to the job superintendent, or his duly authorized representative. The Job Steward or Business Manager of the Local Union of the Employee or the Employees involved shall be present at any meeting between the job superintendent and such employee or employees. The job superintendent or his duly authorized representative must make a written disposition of the matter within forty-eight (48) hours after the submission of such written grievance thereto.

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

Step 3. If the disposition of the matter in Step 2 is not satisfactory, either party has a right to file its griev- ance with the Joint Committee referred to in Section 2 of this Article within seventy-two (72) hours after Step 2.

3. The Local Unions and several Employers who are signatories to this agreement shall together establish for the duration of this Agreement a Joint Committee to be known as Building Construction Joint Committee. The Joint Committee shall consist of three (3) representatives of the Employers and three (3) representatives of the Union. All meetings of the Joint Committee must be attended by each member or his alternate, but the absence of any member or alternate shall not invalidate the action of the members of the Joint Committee who are present.

It shall be the function of the Joint Committee to settle disputes and grievances which cannot be settled in accordance with Steps 1, 2 and 3 of the grievance procedure. The Joint Committee shall meet periodically and shall formulate rules of procedure to govern the conduct of its proceedings including the time, date and place of meetings.

A decision by a majority of the Joint Committee shall be final and binding on the parties and employees involved. Failure of either party involved to comply with any final decision of or to submit to the jurisdiction of the Joint Committee shall give the other party the immediate right to all legal and economic recourse.

4. Rights of the Joint Committee: The Building Construction Joint Committee shall have the right to investigate all facts pertaining to the dispute. The Joint Committee as well as the Local Union Business Manager shall, upon each dis-

pute or grievance processed in accordance with this Article after completion of or as a part of Step 2, have the right to examine any (other) records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit.

5. Arbitration: If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the Joint Committee then the grievance shall be submitted to the American Arbitration Association for final and binding decision in accordance with their rules and the laws of the State of New York. In the event that a party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal or economic recourse.

6. Violations concerning wages, hours and all fringe benefit payments are not to be subject to the grievance procedure. In such cases, the Local Union shall give three (3) working days notice to the Employer that the Union will withdraw its men from the Employers service.

7. The Health & Welfare Fund, Pension Fund, Annuity Fund, Training Fund and LECET Fund, and all other Funds identified in this Agreement, are not bound by the grievance and arbitration procedure of this Agreement; they may proceed with any and all avenues and remedies they deem appropriate to collect a delinquency or enforce an Employer's obligations.

ARTICLE 20. SAVINGS CLAUSE

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 said Agreement.

ARTICLE 21. MOST FAVORED NATIONS

Should the Union at any time hereafter enter into an agreement with any employer performing work covered by the terms of this Agreement with the terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which is bound to this Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided the Employer, through the Association, has sent written notice to the Union calling the matter to its attention.

ARTICLE 22. PREVAILING RATES HOLD HARMLESS

In the event that the prevailing posted rates and conditions set forth in specifications for government or related projects which are subject to prevailing rate statutes are less than the rates and conditions set forth in this Agreement, then the prevailing rates and conditions in the project specifications shall control and rates and conditions in this Agreement shall be superseded.

ARTICLE 23. DISABILITY BENEFITS

The contractor shall carry disability benefits coverage in compliance with the New York State DBL statutory requirements.

ARTICLE 24. SAFETY

The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.

All employees referred by the Union shall have at least training in the OSHA 10 Hour Safety Course. Employees shall have verification that they have completed all safety related training as required by the owner or governmental agencies. The employer has the right to refuse employment without penalty if the employee is not trained.

ARTICLE 25. NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate in any manner whatsoever against any Employee because or race, creed, color, religious belief, sex or national origin.

ARTICLE 26. HAZARDOUS MATERIAL COMMUNICATION STANDARD

The Union, through its Training Fund, will train members regarding Hazardous Material Communication Standard 1926.59 OSHA.

ARTICLE 27. SUBSTANCE ABUSE 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 Now York
6563 Ridings Road, Syracuse, New York 13206
Phone: (315) 437-3717 • Fax: (315) 437-8053

When the owner of a project or other similar representative mandates substance abuse testing or protocol in lieu of the agreed upon protocol existing in the collective bargaining

agreement, the parties agree that the signatory employer is authorized to substitute such new protocol regarding substance abuse testing.

Whenever the United States Department of Transportation standards regarding substances to be tested and testing levels change, shall so similarly occur to the substances to be tested and testing levels for WSUNY, Inc.

When a request is made by a signatory employer to a Union Representative for a referral of one or more laborers for potential employment, the signatory employer is entitled to request the Union to refer applicants for employment to undertake a drug test, pursuant to Article 27. If such applicants successfully complete the drug test, the signatory employer shall provide the applicants, after commencement of employment, one hour of pay (not including fringe benefits) in the first regular pay check for the new employee(s). In the event the applicant fails the drug test, said applicant will be ineligible for the 1-hour of pay and will be ineligible for employment by the requesting signatory employer. The Drug Testing Facility will provide the signatory employer with appropriate documentation demonstrating the test results.

ARTICLE 28. FIT FOR DUTY TESTING AND BACKGROUND CHECKS

FIT FOR DUTY TESTING: A standard physically "Fit For Duty" test agreed to by the Union and the Association, and to the extent permitted by applicable law, entitle the Employer to conduct pre-employment "physically fit for duty" testing. If he or she passes the test, he/she will be paid two hours straight time or the time it took to take the test, whichever is greater. Such payment shall be made on the next regular pay day once he/she is employed. The only approved form to be utilized for "fit for duty" testing is "Work Skills Assessment" Form. This referenced form may only be amended by mutual consent between the Union and Employer Association.

BACKGROUND CHECKS: To the extent permitted by applicable law, the Employer may conduct background checks on all employees.

ARTICLE 29. APPRENTICESHIP

1. A registered apprenticeship training program is to be established for each Local, that fully complies with all governmental requirements, indenturing apprentices to the program.

2. There will be a Joint Apprenticeship Training Committee (JATC) for each Local's program consisting of representatives from the union and the employers who will administer the rules and regulations for the apprenticeship program for each Local.

3. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the JATC) shall, whenever possible, enter the Apprenticeship program. The failure of any Apprentice to maintain his or her Apprenticeship status may obligate the Employer to discharge such person upon notice from the Union.

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

5. The ratio of apprentices to journey workers on any project site is 1:3. Apprentices shall be covered by the terms and conditions of this Agreement and shall be paid according to the following schedule of wages and fringe benefits:

Hours of Credit	Wage Rate
0-999	60 % of basic rate (a)
1,000 - 1,999	70 % of basic rate (a)
2,000 - 2,999	80 % of basic rate (a)
3,000 - 3,999	90 % of basic rate (a)
4,000 and over	Journey Worker

6. All wage increases are subject to an apprentice completing the preceding 1,000 hour increments. Included in the 1,000 hours are 144 hours of classroom training mandated by the State of New York.

ARTICLE 30. ANNIVERSARY CLAUSE

In consideration of the Employers' consent to a multi-year contract as requested by the Union, together with the other terms and conditions of this Agreement, the Union agrees that each signatory Employer shall have the individual right, in its sole discretion, to terminate its obligations under, and its participation in the Agreement, at which time the Agreement shall expire with respect to such individual Employer and the Union.

To exercise its right to so terminate this contractual relationship, an Employer must notify the Union, in writing of said election at least ninety (90) days prior to the expiration date of May 31, 2022. Such termination of contractual relationship with the Union shall thereafter become effective upon said expiration date.

ARTICLE 31. DURATION OF AGREEMENT

This Agreement is effective June 1, 2018 and shall expire May 31, 2022. 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, 2022 stating which Article 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.

Executed April 30, 2018

LOCAL UNION NO. 633
(s) Gabriel M. Rosetti, III, Business Manager

CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC.
(s) Earl R. 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.)

The undersigned Employer has read and is fully familiar with all of the terms of the Working Agreement between Laborers International Union of North America Local Union No. 633 and Construction Employers Association of Central New York, Inc., effective June 1, 2018, and agrees to adhere to and be bound by all of the terms and conditions thereof, as well as any modifications or amendments thereto. The Employer further agrees to abide by and to be bound by the Agreements and Declarations of Trust of the Central New York Laborers Welfare Fund, the Central New York Labor- ers Pension Fund, the Central New York Laborers Annuity Fund, the Central New York Laborers Training Fund, Industry Advancement Program, and the New York State Laborers LECET Fund, together with any amendments or restatements thereto. The Employ- er hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

We hereby accept the provisions of the above Working Agreement. The Union and the undersigned Employer do hereby agree to abide by and enforce the same.

SIGNED THIS _____ DAY OF MAY 2018

Laborers Local Union 633
Local Union

7051 Fly Road, Suite A, East Syracuse, NY 13057
Union Address

Gabriel M. Rosetti, III

Business Manager Date

Construction Employers Association of CNY, Inc.
Company

6563 Ridings Road, Syracuse, NY 13206
Company Address

315-437-9936
Company Phone

5/29/18
Earl R. Hall

5/29/2018
Executive Director Date

For Your Information
JURISDICTION

The work processes outlined below shall be in keeping with prevailing area practices and in keeping with tasks normally associated with the Laborers Craft.

Carpenter helper; mason and plasterer tender; fire watchers; flagpersons; cleaners and grubbers; general cleaners and housekeepers; concrete, grout and asphalt placement, any placement of concrete on building site laborers; concrete curers; laborers who load or unload certain wood products by hand or by power; laborers who load or unload scaffold by hand or by power; laborers who strip certain forms and bulkheads; sandblasting and gunnite nozzle operators; gun and hose operators on hydrolasers, water blasters and steam gennies; green cutters; scarifiers, signalers; certain gas and electric pump operators*; mortar mixers; blasters and dynamiters; certain air, gas, electric, oil and other motor driven tool operators; push type equipment operators; laborers who handle, maintain and tend certain generators*; laborers doing wrecking and demolition; pipelayers; tampers; driller helpers; airtrack operators and chuckers; forklift operators*; window washers, floor polishers; pick and shovel laborers; lagging; chain saw operators; backfillers; heater tenders and radiation shielding and decontamination workers, watchperson.

* Employers also signatory to I.U.O.E. Local No. 545 (Engineers) shall have option to designate work assignment.

Erecting, maintaining, dismantling and transporting scatfolding within height specified by area practice.

Conducting Oxyacetylene cutting operations where appropriate. Maintaining and cleaning site and area. Sizing and stocking, storing, loading and handling material and debris from construction and/or demolition operations.

Operating such machines as air hammer and power vibrator.

Mowing, pruning, seeding, mulching, sodding landscaping. Applying fertilizers, pesticides, fungicides, herbicides, and other such materials; maintaining safety and clean-up precautions. Washing and sweeping pathways.

All pipework to within five (5) feet of building from property line.

Set up of all hydromobile scaffolding.

All finishing and installation of any asphalt or like material including new material such as flexi paving work.

Asbestos Abatement

The work processes outlined below shall be in keeping with prevailing area practices and in keeping with tasks normally associated with the Laborers Craft. All tasks to be performed according to current NYS Asbestos Codes.

1. Sealing off fixtures and stationary objects.
2. Building, installing and maintaining decontamination units.
3. Building walkways connecting work area with decontamination unit or showers.
4. Operating and maintaining power equipment such as negative air machines and HEPA vacs.
5. Operating and maintaining all supplied air and other respiratory systems.
6. Obtaining and processing samples.
7. Removing asbestos -containing material by all methods.
8. Using surfactants and encapsulants.
9. Performing glovebag procedures.
10. Bagging, double-bagging and handling all asbestos-containing materials.
11. Performing final cleaning.
12. Transporting all asbestos-containing materials (on worksite only).

Lead Abatement

The work processes below shall be in keeping with prevailing area practices and in keeping with tasks normally associated with the Laborers Craft. All tasks to be performed in compliance to current NYS Lead Codes.

1. Sealing off fixtures and stationary objects.
2. Maintaining and operating all supplied air and other respiratory systems.
3. Building, installing, and maintaining decontamination units.
4. Operating and maintaining power equipment.
5. Obtaining and processing samples.
6. Removing lead-containing materials by all methods.
7. Using surtactants and encapsulants.
8. Performing glovebag procedures.
9. Applying, removing, and cleaning up all chemical and other removal agents.
10. Bagging,double-bagging, and handling all lead containing materials from removal to disposal.
11. Dismantling and restoring area
12. Performing final cleaning of all surfaces.