

**BUILDING AND CONSTRUCTION AGREEMENT**

**JUNE 1, 2021 - MAY 31, 2026**



**EASTERN NEW YORK LABORERS' DISTRICT COUNCIL**

**AND IT'S AFFILIATE**

**LABORERS' INTERNATIONAL UNION OF N.A.**

**LOCAL 235**

**OF DUTCHESS AND COLUMBIA**

**COUNTIES, NEW YORK**

**- and -**

**CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC.**

**- and -**

**INDEPENDENT EMPLOYERS**

**EASTERN NEW YORK LABORERS' DISTRICT COUNCIL  
AND IT'S AFFILIATE  
LABORERS' INTERNATIONAL UNION OF N.A.  
LOCAL 235  
OF DUTCHESS AND COLUMBIA  
COUNTIES, NEW YORK**

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## **ARTICLE 1**

### **PREAMBLE**

THIS AGREEMENT made and entered into this **1st day of June 1, 2021** and between the Construction Contractors Association of the Hudson Valley, Inc., hereinafter called the "Association" and other contractors who are signatory hereto or who may become signatory hereto, hereinafter referred to as "Employer" and Local 235 of the Laborers' International Union of North America, of Elmsford, New York and Vicinity, hereinafter called the "Union."

This Agreement shall be effective commencing **June 1, 2021 shall continue in full force to and including May 31, 2026** and shall automatically renew itself for subsequent one (1) year periods unless written notice of decision to negotiate a new Agreement in whole or part, is given in writing by Certified or Registered mail by either party to the other party not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement and such changes or modifications shall not affect the continuing nature of this Agreement.

Whereas, the employer and the union desire to establish a mutually satisfactory and proper collective bargaining relationship and to provide for the amicable and cooperative settlement of any questions arising out of the employment relationship between the employer and the union and its members relating to the employer's construction work. It is understood that this Agreement applies to building construction which is defined to be all work within five feet of the building foundation line. All work five feet or more outside the building foundation line shall be deemed Heavy & Highway. Contractors signatory to this agreement shall automatically be signatory to the current Heavy Highway Agreement and Shaft, Tunnel, & Caisson Agreement and all rates, terms and conditions shall apply.

## **ARTICLE 2**

### **FAMILY LEAVE**

**In accordance with the construction industry exception the union expressly any right or entitlement to paid sick leave provided for by any state or federal law or regulation**

### **ARTICLE 3**

#### **TERRITORIAL JURISDICTION**

- A. This agreement shall be in effect between the Union and the Association and Employer, who employ employees within the trade jurisdiction of Local No. 235.
- B. This agreement shall be in effect in the county of Dutchess and the townships of Ancram, Claverack, Clermont, Copake, Galtin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont, and Taconic in Columbia County.

### **ARTICLE 4**

#### **UNION RECOGNITION**

- A. The Employer recognizes the Union as the collective bargaining representative for all Laborers performing work in said jurisdiction. The Union hereby recognizes the Associations as the exclusive bargaining representative for Employers performing work in the said jurisdiction
- B. REFERRALS: The Employer agrees to call upon the Union to refer employees whenever it requires workers, and the Union agrees to comply with such a request, if such employees are available. No member of this Local, Foreman or Contractor doing work shall send outside of this Jurisdiction for Laborers without permission of the Business Manager. Members of other locals intending to work in this jurisdiction shall report to the steward on the job or the Business Manager of the Local. When the Employer is in need of Laborers, the Business Manager shall be notified twenty-four (24) hours before the men are needed, stating the number of men needed and the location of the job. At least 90% of the workforce shall be members of Local 235, unless other provisions have been approved by the Business Manager. If a member of any outside union is not cleared, or any non union laborers are found to be working on any project, the Employer shall pay to Local 235 benefits for all hours worked by non-cleared workers.
- C. HIRING PROCEDURE: The Employer agrees that when Laborers are needed he will call the Local 235 Union Office. However, the employer has the right to ask for specific employees whom are members of Laborers Local 235 and these members will be referred to employer as long as they are currently out of work. All other referrals will be filled from the out of work list at the Union Office.

D. **UNION PROVISION:** Should the Employer hire a non-union worker, the said worker must join the Union on the 8 calendar days following the beginning date of his employment or the effective date of this agreement, whichever is later. Should he fail to do so the employer shall discharge him forthwith upon notice either by registered or certified mail from the Union. With respect to hiring of workers by an employer, it is agreed by the parties that past practices, which do not conflict with administrative determinations and/or decision of the National Labor Board, shall be continued. The Union warrants that it will make membership available to the aforesaid union worker on the same terms and conditions applicable to its other members, and that there shall be no discrimination against any employee by reason of race, color or creed.

## **ARTICLE 5 UNION SECURITY**

A. It is in the interest of the parties to secure and sustain maximum productivity per employee during the term of this agreement and consistent with the principal of a fair day's pay, the Union reemphasizes its agreement with the objective of achieving the highest level of employee performance and efficiency and consistent with the fact that there shall be no restriction of the use of machinery, tools, appliances or standard equipment for use required.

B. To this end the Union agrees that during the life of this agreement, neither it nor its agents or members will authorize, instigate aid, condone or engage in any strikes, slow-downs, walkouts, work stoppages, or any other interference's with production of any kind. The Union agrees that any employee violating this provision can be discharged at once and replaced.

## **ARTICLE 6 EMPLOYER DISCIPLINE**

The Employer has the right to discipline by lay-off and discharge of any employee or group of employees who leave their jobs without permission and consent of the Employer or its agents.

## **ARTICLE 7 WORK DAY, SHIFT WORK, OVERTIME**

A. The regular work-week shall be forty (40) hours from Monday through Friday, and the regular work day shall be eight (8) hours between the hours of 7:00 a.m. and 3:30 p.m. with one half (1/2) hour to be allowed for lunch prior to the sixth hour of work.

Where job conditions warrant a seven-hour day, a thirty-five hour week may be worked at straight time. Where job conditions warrant, a four (4) day, ten (10) hours per workday can be established with no penalty.

B. **SHIFT WORK:** In the event that three (3) shifts are working within any twenty-four (24) hour period, each shift shall consist of not more than a total of eight (8) consecutive hours. In the event less than three shifts are worked, the above shall be modified so that each shift shall consist of eight hours plus one half hour for lunch.

Shift Pay — Employees working shifts or an irregular work day outside the normal regular work week hours (7 am — 3:30 pm) shall receive a 25% differential.

C. **SHIFT WORK (TEMPORARY HEAT ONLY):** On temporary heat, when fifteen or more salamanders (propane gas) are used, there shall be two men employed on the second and third shifts only. On temporary heat when storage tank is outside of building and gas is piped to heaters inside of the building, there shall be one man on each shift, when more than one shift is required for temporary heat, the Employer and the Business Manager of Local 235 shall meet to arrange suitable hours of work, shift differential, premium pay, etc. Manning shall be determined by the employer. If the equipment is manned, it will be staffed by the appropriate trade in accordance with area practices.

D. **OVERTIME:** All hours worked not included in 5 A, B, or C above. The overtime rate of pay is time and one half the regular wage rates shown in Appendix A. The non-taxable fringe benefits shown in Appendix A are based on hours worked not on hours paid.

## **ARTICLE 8**

### **LAY-OFFS**

A lay-off is a pay-off. Wages shall be paid at quitting time. In the event that the usual payday falls on a Holiday, the Laborers shall be paid the day previous.

Any employer failing to pay an employee within 72 hours of being laid off shall pay the employee waiting time at the straight time rate for each day or portion thereof for all hours until employee is paid after 72, not to exceed 8 hours per day.

## **ARTICLE 9**

### **SHOW UP TIME**

A. Two (2) hours minimum pay shall be paid to employees reporting to work and being prevented from working for any reason whatsoever, provided they remain on the job site. After two (2) hours shape up, they will be paid up to the closest V2 hour if they are asked to stay on the job site.

B. An employer may waive the shape up clause by instructing the shop steward to call the employee directly at least two (2) hours before the start of a given work day. Shop Steward will receive 2 hours pay for making these calls.

C. On a make-up day shape up time will be paid at straight time rate. Shape up time on Saturdays and Sunday shall be paid at time and one-half and on holidays at double time rate.

## **ARTICLE 10**

### **COFFEE BREAKS**

There shall be a ten (10) minute coffee break by 9.30 a.m.

## **ARTICLE 11**

### **JOB STEWARD**

- A. It is agreed that on each job the Union Business Manager appoint a Job Steward. Job Steward shall be on the job at all times that work covered by this agreement is being performed and shall be the last man on the job except for the Foreman.
- B. No Job Steward shall be discharged except by mutual consent of the Union and the Employer. If there is no agreement on this question, it shall be referred to arbitration.
- C. It is also agreed that a sufficient amount of time be given the Steward to perform his duties in regard to Union affairs, such as grievances, etc.
- D. The Job Steward shall be the first Laborer on the job after the Foreman. In the event that the Employer brings Laborers on the job before the Job Steward; the Job Steward will receive pay and fringe benefits for all days and hours lost.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

All grievances arising during the term of this agreement shall be settled in accordance with the following procedure.

- A. A representative of the Employer and the Union shall make good faith efforts to resolve the issues. If the parties are unable to reach agreement, the grievance shall be reduced to writing and copies supplied to both parties. In the event the dispute remains unresolved for a period of 16 working hours, either party may request the convening of a Joint Grievance Board composed of two (2) members chosen by the Associations and two (2) members chosen by the Union from their respective Negotiating Committees. The request must be made in writing and include a statement of the alleged violations, and detail all efforts to resolve the dispute, and be served upon all the parties. The Joint Grievance Committee shall convene a hearing to receive evidence, testimony, and determine the facts and remedy, if any, in the grievance. The Joint Grievance Committee shall issue written decisions to all parties. The decisions of the Joint Grievance Committee shall be final and binding on the parties to the grievance.
- B. Failure of the Joint Grievance Committee to reach agreement within 16 working hours after the convening of a hearing shall necessitate the appointment of an arbitrator by the Director of the Federal Mediation and Conciliation Service office in New York City, New York.
- C. The decision of the arbitrator shall in no way change, alter, add to or subtract from the provisions of this Agreement.
- D. The decision rendered by such arbitrator shall be final and binding upon the parties thereto.
- E. Pending the final determination of the arbitrator's decision there shall be no strike or lockout.
- F. The cost and expenses of the employment of the arbitrator shall be borne equally by both parties to this agreement.

G. Only the Associations and the Union shall have the right to grieve and to arbitrate disputes arising under this Agreement.

### **ARTICLE 13**

#### **FOREMAN**

A. Laborers shall receive work orders from their labor foreman when 5 or more laborers are employed.

B. A Labor Foreman is responsible to, and shall receive and carry out, orders delivered to him from supervising personnel of the Employer.

C. No Labor Foreman is required on jobs employing four (4) or fewer laborers..

D. There shall be a Working Labor Foreman, who shall receive the Foreman's rate of pay on jobs employing five (5) or more laborers.

E. There shall be a Supervisory Labor Foreman, who shall receive the general foreman rate of pay on jobs employing ten (10) or more laborers.

F. All foremen shall receive overtime wages pursuant to this agreement after thirty-five (or forty) hours of employment in any week,

G. Watchman: When a watchman is required on any job at the discretion of the Contractor, he shall be a member of Local No. 235. The minimum wage for such work will be 50% of the General Laborer rate, plus Welfare, Pension, Annuity, Annual Benefit, Education & Training, and Industry Advancement Fund contributions to be paid for all hours worked; however, the Watchman shall not be included in the Labor Force, nor be considered as covered by conditions applying to the normal Labor Force. Conditions on each job for Watchman shall be subjected to negotiation between the Union and The Employer.

H. In the event that an employee is shifted from one job to another he shall be paid at the highest rate of pay for the day.

### **ARTICLE 14**

#### **UNION REPRESENTATIVE**

The representative of the Union, subject to approval by the Employer, shall be allowed access to any job at any reasonable time where members of the Union are employed, should be employed, or where labor work is to be performed. It shall be the responsibility of the employer or contractor to provide access for the Business Agent to security areas. Representatives of the Union shall not be considered as an employee of the employer or contractor and- the employer or contractor shall not be held responsible or liable for said representative's actions.



**ARTICLE 15**  
**RAIN GEAR & TOOLS**

The employer agrees to supply all the necessary tools to perform the work covered by this agreement. The employee will make every effort to return the equipment when his employment is ended. The employee shall be responsible for providing his own rain gear - Boots and Hard Hat. Employee will also provide his own hammer, ruler, and wear proper work boots.

**ARTICLE 16**  
**STARTING TIMES & SPECIAL CONDITIONS**

All Laborers engaged in mixing and carrying of materials for masons are permitted to begin work fifteen minutes prior to the regular starting time. They shall complete their work fifteen minutes prior to the regular quitting time.

**ARTICLE 17**  
**JOB UTILITY REQUIREMENTS**

A suitable shanty shall be provided by the Employer on all jobs for the use of the Laborers. Drinking water and sanitary toilet facilities reasonably close to the job site shall be provided.

**ARTICLE 18**  
**HOLIDAYS**

The following shall be considered as Holidays, and shall be paid for at the rate of double time, if worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

It is agreed by the Employer that any regular work day for employees covered by this Agreement, that is a paid holiday, observed by the members of any other trade, which causes a work stoppage for members covered by this Agreement on any project within the jurisdiction of Local No. 235, then said employees covered by this Agreement shall receive one day's pay at the regular hourly rate for the day.

**ARTICLE 19**  
**LEGALITY OF AGREEMENT**

Should any provision or provisions of this Agreement be declared unlawful or unconstitutional by any court or Board of competent jurisdiction, it shall not affect the remaining portions of and provisions thereof.

## **ARTICLE 20**

### **EMPLOYER'S INSURANCE**

All provisions of the Labor Law of the State of New York and all other provisions of law and regulations including the obligations of the Employer to provide necessary Worker's Compensation, Social Security, Unemployment Insurance, Disability Benefits Insurance, etc., are here-by incorporated in this Agreement and made a part thereof; and the Employer agrees to comply with and perform all such obligations imposed upon said Employer. Prior to commencement of work the employees covered by this Agreement shall be covered by New York State Unemployment Insurance, New York State Disability Benefits Insurance, Worker's Compensation and any other Insurance or Benefits covered by the State of New York or this Agreement. The Employer agrees to cover all employees for New York State Disability Benefits Insurance. Failure by the Employer to have any of the above coverage shall deem him responsible for any loss to the employees covered by this Agreement.

Employers shall make the proper deduction for New York State Disability benefits from employee wages.

Full and complete coverage under the Workmen's Compensation Laws for the State of New York shall be provided by each Employer for all employees under the terms of this Agreement, regardless of the place of employment and such insurance shall also apply to the employees while traveling between the employer's shop or office and any job to which the employee may be employed or assigned

The Employer shall inform the Local on request of his Workmen's Compensation Insurance Policy number, together with the effective date thereof, and the date on which it will terminate, as well as any exceptions to the full and complete coverage of any workmen subject thereto.

The Employer shall see that the Local is notified by the Insurance Company in event such policy is terminated or canceled.

## **ARTICLE 21**

### **AGREEMENT NOTIFICATION**

No part of this Agreement may be changed or modified without the consent and agreement of the Associations and the Union. If any change is contemplated by the Association or the Union, notice in writing specifying changes proposed shall be given by the party contemplating such change ninety (90) days prior to the expiration of this Agreement. No part of this Agreement may be changed or modified without notification to the Employer.

## **ARTICLE 22**

### **WAGE RATES**

For classification and wage rates see Schedule A (General Building Wages-Fringe Benefits-Deductions.

## **ARTICLE 23**

### **RECEIPT SYSTEM**

WELFARE, PENSION, ANNUITY, ANNUAL BENEFIT, EDUCATION & TRAINING, LABORERS-EMPLOYERS COOPERATION, HEALTH & SAFETY TRUST FUNDS AND INDUSTRY ADVANCEMENT FUNDS

A. It is the intention and desire of the parties hereto that the Trustees of the Welfare, Pension, Annuity, Annual Benefit, Training & Education, Health & Safety Organizing fund, Eastern New York Laborers' District Council and Laborers-Employers Cooperation Trust Funds adopt and maintain a "Receipt System" to ensure that Employer contributions to said Unions are made when due. It is the intention and desire of the Associations to have the Associations Industry Advancement Funds included in what is known as a "Receipt System" to insure that Employer contributions to said funds are made when due.

B. The Employer agrees to pay benefits for all members' hours for each work week to cover payments to the Welfare, Pension, Annuity, Annual Benefit, Education & Training, Health & Safety, Eastern New York Laborers' District Council and Laborers-Employers Cooperation Trust, Associations Industry Advancement Funds, Working Dues Check-off, and N.Y. S. Laborers Political Action Committee. Late Benefit payments will be charged interest in accordance with Article 32 of this agreement. The Funds Office shall send a receipt to the Employer showing pay period, number of hours and member's name for each payment submitted. The Funds Office will also send monthly statements to members showing pay period, number of hours paid, and employer.

C. It is understood that the Trustees of the Welfare, Pension, Annual Benefit, Education & Training, Health & Safety and Laborers-Employers Cooperation Trust are empowered to establish, adopt and modify, from time to time, the rules and regulations for effective and efficient operation of the "Receipt System", and subject to rules and regulations so promulgated shall be binding upon the Union, the Association, all Employers and all Employees covered under this Agreement, except that, no part of the "Receipt System" effecting the Associations Industry Advancement Funds may be changed or modified without the consent and agreement of the Association.

D. It is understood that the Union shall refuse to furnish men to any Employer until there is satisfactory evidence that the Employer has no delinquent benefit payments. Such refusal by the Union shall not be deemed a breach of this Agreement

**ARTICLE 24**  
**TRUST FUNDS AND CONTRIBUTIONS**

Contributions shall be paid on behalf of all employees starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to journeymen, apprentices, trainees, probationary and all other employees. For purposes of Articles 25 through 31, each hour worked, including all other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable to each Fund.

In addition to the wages and other payments herein provided for, the Employer agrees to pay the specified contributions to the following designated funds and plans.

**ARTICLE 25**  
**WELFARE FUND**

The contribution to the Laborers Local 235 Welfare Fund shall be in accordance with the rates in Schedule A (General Building Wages-Fringe Benefits-Deductions) for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Laborers Local 235 Welfare Fund which was established under an Agreement and Declaration of Trust.

Local No. 235 is specifically authorized to participate in the Welfare Fund and to make Welfare Fund contributions on its full time employees.

**ARTICLE 26**  
**PENSION FUND**

The contribution to the Laborers Local 235 Pension Fund shall be in accordance with the rates in Schedule A (General Building Wages-Fringe Benefits-Deductions) for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Laborers Local 235 Pension Fund which was established under an Agreement and Declaration of Trust.

Local No.235 is specifically authorized to participate in the Pension Fund and to make Pension Fund payments on its full time employees.

**ARTICLE 27**  
**ANNUITY FUND**

The contribution to the Laborers Local 235 Annuity Fund shall be in accordance with the rates in Schedule A (General Building Wages-Fringe Benefits-Deductions) for each hour or portion thereof actually worked for which a covered employee receives pay

The payments required above shall be made to the Laborers Local 235 Annuity Fund which was established under an Agreement and Declaration of Trust.

## **ARTICLE 28**

### **ANNUAL BENEFIT**

The contribution to the Laborers Local 235 Annual Benefit shall be in accordance with the rates in Schedule A (General Building Wages-Fringe Benefits-Deductions) for each hour or portion thereof actually worked for which a covered employee receives pay

The payments required above shall be made to the Laborers Local 235 Annual Benefit which was established under an Agreement and Declaration of Trust.

Such payments shall be made in the manner, form and under the procedure adopted from time to time by the Trustees of the Welfare Fund. All rules and regulations for the operation and maintenance of said Annual Benefit shall be prescribed by the Trustees thereof and shall be subject to all State and Governmental regulations pertaining thereto.

## **ARTICLE 29**

### **EDUCATION AND TRAINING FUND**

The contribution to the Laborers Local 235 Education and Training Fund shall be in accordance with the rates in Schedule A (General Building Wages-Fringe Benefits-Deductions) for each hour or portion thereof actually worked for which a covered employee receives pay.

The payments required above shall be made to the Laborers Local 235 Education and Training Fund which was established under an Agreement and Declaration of Trust.

## **ARTICLE 30**

### **LABORERS & EMPLOYERS COOPERATION EDUCATIONAL TRUST**

The Employer and the Union recognize that they must confront many issues of mutual concern, which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that workers as well as business benefits from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperation trust funds described herein, which are, established in accordance with Section 302 (c)(9) of the Taft-Hartley Act.

The Employer shall contribute to the Laborers & Employers Cooperation and Education Trust ("LECET") effective as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewals thereof. The Employers shall contribute to LECET at the rate set forth for each hour worked or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to LECET in such manner and at such times and place, as LECET shall designate. The Employer shall also submit such reports, as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

## **ARTICLE 31**

### **INDUSTRY ADVANCEMENT FUND**

A. The Employer shall contribute to the Construction Contractors Association of the Hudson Valley, Inc. Industry Advancement Funds according to the rates as prescribed in schedule entitled General Building Wages-Fringe Benefits-Deductions for each hour worked of employees performing work covered by this Agreement. Payments shall be in the manner prescribed on the forms provided.

B. The activities to be financed by the Construction Contractors Association of the Hudson Valley, Inc. Industry Advancement Funds may include but shall not be limited to the following: Journeyman upgrading, educational programs, public relations, industry relation, management expenses in connection with collective bargaining and labor relations, maintenance of grievance and arbitration procedures, management cost of participating in joint apprenticeship and journeyman upgrading, health and welfare programs, research into new methods and materials, standardization of contracts and specifications, disaster relief and civil defense.

C. The Board of Directors of the Association shall solely and exclusively administer the operation of the industry advancement fund. The Board of Directors shall have all such rights and powers as the members thereof shall deem necessary and proper to effectively and efficiently carry out the objectives and purposes of any programs established under the fund. The Board of Directors shall also have exclusive authority to interpret each and every provision of this agreement in the administration of the fund, provided, however, that under no circumstances shall the assets of the fund be used to carry on any activities expressly prohibited under this agreement. The Board of Directors shall have authority to direct the disbursement of the funds' assets in any amounts, to foster, advance, and promote the objectives and purposes of the fund, and on behalf of the association, to take whatever legal or other action may be deemed necessary either to protect the assets of the fund, and/or to enforce any and all provisions of this agreement.

D. The Board of Directors is authorized to engage such assistance, in the form of secretarial personnel, investment counselors, experts, legal and accounting services, etc. as it may deem necessary and proper for carrying out the Fund's objectives and purposes. The Board of Directors shall further have authority to invest and reinvest the assets of the Fund in any legal manner.

E. Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Advancement Funds, the right to use any of its assets for lobbying in support of anti labor legislation and/or to subsidize contractors on labor during a period or periods of work stoppages, strikes or lockouts. None of the provisions of this Article shall operate to prohibit any communications from the Construction Contractors Association of the Hudson Valley, Inc. to their members at any time or to prohibit the expression by such of the Construction Contractors Association of the Hudson Valley, Inc. or their members in collective bargaining or negotiations of any matter affecting wages, conditions or employment of the members of the Laborers Local No. 235.

F. The Industry Advancement Funds shall be administered in accordance with existing Federal and State laws and regulation pertaining thereto and also with any subsequently enacted legislation applicable thereto.

G. Upon termination of payments allocable to the Industry Advancement Funds, the assets of the Industry Advancement Funds shall not be distributed among any Employers or to the Union, but shall be held by the Construction Contractors Association of the Hudson Valley, Inc., who shall continue to administer and expend such assets for the purpose, and, subject to the conditions set forth in this Article. The Union shall not be responsible for the collection of the Industry Advancement Funds.

H. The Industry Advancement Funds shall be collected through the "Receipt System" from all Employers performing building work and employing members of the Union within the geographical jurisdiction and trade jurisdiction of this Agreement. All monies collected shall be remitted by the 15th of the following month to the Construction Contractors Association of the Hudson Valley, Inc. with a report of the hours contributed by the Employers.

I. The Employer shall pay the sum of \$.30 per hour for each hour worked by all employees covered by this Agreement to the Industry Advancement Funds.

## **ARTICLE 32**

### **PAYMENTS TO FUNDS**

Late reporting and delinquent payment of contributions result in a substantial loss of income and requires additional and individual processing of such reports and payments at substantial additional expense to the Trust Funds. It is therefore agreed by the Employer and the Union that the following terms shall apply to late payments to the Funds.

In the event an Employer fails to make payments to the Welfare, Pension, Annuity, Annual Benefit, Education and Training, NYS Laborers Political Action Committee, a Laborers-Employer Cooperation, Health & Safety & Fund, Education Trust, New York State Laborers' Organizing Fund, Eastern New York Laborers' District Council and Industry Advancement Funds as provided herein the Union or Funds office will send an initial reminder to make payment. Failure of the Union or Funds office to send such a reminder shall not relieve the Employer of its obligations to make payments hereunder.

All contributions are due the week following the prior pay date. Interest shall accrue as provided for under ERISA from the due date until contributions are paid in full. Any contributions which are not paid within 60 days of the due date shall be assessed a 25% liquidated damages fee, which fee shall be re-assessed for each year the contributions remain unpaid.

All payments received on past due contributions which have been assessed interest or damages shall be applied first to such interest or damages charges and then to the past due contributions.

In the event any Employer bound by this Agreement does not make contributions to the fringe benefit funds as provided herein, such Employer shall be charged with all collection costs as provided for under ERISA including attorneys fees, costs, disbursements, interest penalty interest, liquidated damages and audit expenses in addition to a money judgment of the unpaid contributions.

All Employers shall be responsible for payment of all amounts due the "Benefit Funds" from any of the Employers' Sub-Contractors upon receipt of notice from the Union that such Sub-Contractors have been delinquent in payment of Benefit Fund contributions for seven (7) days from the due date. Notice shall be deemed to have been given by the Union upon deposit of Notice in First Class mail.

Notwithstanding no strike provisions of this Agreement or the existence of the grievance and arbitration procedure, the Union shall have the right to remove Employees from the employ of an Employer who is thirty (30) days or more delinquent in payment of contributions to the Funds. Local 235 shall not be obligated to return Employees to work unless and until all delinquencies have been made as required. If after being notified, the contractor fails to make payments, and as a result thereof a work stoppage occurs, the Contractor shall be required to pay the full amount due as set forth before being provided with the services of the members of the Union.

The Trustees of the Funds shall have the authority to audit the payroll of all contributing Employers to determine the accuracy of reports submitted to the respective Funds. In addition, the Trustees shall be authorized to audit the reports of a contributing Employer who may be more than twenty-one (21) day's delinquent in its reports and the costs of the audit shall be paid by the delinquent Employer.

### **ARTICLE 33**

### **GENERAL CONTRACTOR**

A. The General Contractor and/or construction manager agrees not to let, sub-let or contract any work covered herein to be performed at the job site, unless the sub-contractor is signatory to this agreement.

B. The General Contractor shall be responsible for the payment of wages and fringe benefit funds due, an employee from the general contractor's sub-contractors after receipt by the general contractor of notice (within seven (7) working days) by the union that such subcontractor has failed to pay wages and fringe benefit funds to their employees on their regular pay day.

C. Subcontractors shall become signatory to this Agreement prior to the start of any work.

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this agreement, with respect to all jobsite work, including but not limited to, assuring that all work covered by this agreement is performed by contractors that are parties to a collective bargaining agreement with Laborer's Local 235, provided, however this provision shall not apply to any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and does not participate in the selection of subcontractors. The Employer recognizes that Laborer's Local 235, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or construction work or the selection of subcontractors. **PAGE14**



## ARTICLE 34

### PRE-JOB MEETING

Not less than two (2) working days before starting work on any job, the Employer shall meet with and have a pre-job conference with the Business Manager of the Union to discuss the manning of the job, signing of Agreements and other aspects of the job.

## ARTICLE 35

### JURISDICTION

Jurisdiction: All work done by employees of the employer in the jurisdictional area of Laborers Local No. 235 as defined in Article 1, which is as follows:

Building Construction General Laborers shall exclusively perform the following work:

**On any job site deemed a Hazardous Waste Site and no suiting-up is required, the work shall fall under the jurisdiction of Local 235.**

1. The handling of all kinds of brick, tile, cement block, or any artificial stone or brick.
2. The handling and screening of sand.
3. The turning of hand hoisted machinery.
4. The cleaning of floors.
5. All concrete work, including digging of trenches for footings, and pier holes, for any quality of work including all concrete and asphalt floors (such as blacktop), all sidewalks, curbs and all work pertaining to the Building Construction within and around the building.
6. Handling of all kinds of lath and reinforced steel.
7. The tending to carpenters.
8. The oiling of all forms and lumber.
9. The helping of Masons, cement finishers, bricklayers, plasters, stone masons, and lathers.
10. Operation and maintenance of vibrators, air or electric hammers, power driven buggies, forklifts, wheel barrows, and the pumping process for plaster, mortar, concrete, or other mason materials.
11. Pumping and bailing of water by hand or mechanical pump regardless of power source and method.
12. The tending of masons on cesspools, septic tanks, and dry wells.
13. All grading and seeding.
14. The erection and handling of all hanging scaffolds and screening.
15. Unloading and carrying to buildings of hollow metal bucks and doors.
16. Transporting of all materials covered by this Agreement from the place where the driver can deliver such material.
17. The conveying handling and placing of all materials covered by this agreement by any mode or method.
18. All drilling on building, construction work done by pneumatic or electric power or any other process having to do with excavation or demolition work.

19. Total demolition, interior alterations.
20. The erection and dismantling of all scaffolds, including trestles and horses used by any masonry trade, plasterers, lathers, bricklayers and masons and the stocking of all material used in masonry and concrete work.
21. The planking of all scaffolds used for masonry, and concrete work — including the building of runways.
22. The operation and maintenance of mixers whether used for mortar, plaster, or concrete.
23. The handling and maintenance of all propane, fuel oil, coke or any type salamanders, and all blower type heaters.
24. Handling of all precast, reinforced, prestressed, or pretensioned concrete planks, channels, beams, tees, columns, wall sections, window sections, etc., and any other material or equipment as well as any other work that is required by the LABORERS INTERNATIONAL UNION LOCAL 235.
25. The cleaning and clearing of all debris, including the wire brushing of steel bricks, hollow metal, and windows.
26. Scraping of floors, removal of surplus material from fixtures within its confines, and cleaning in building and construction area.
27. The general cleaning up including sweeping, cleaning, wash down and wiping of construction facility, equipment and finishing and removal and loading or burying of all debris including crates, boxes.
  - a) All clean up of debris or construction materials generated by the general contractor, construction manager or sub-contractors shall be performed by Laborers.
  - b) Sub-contractors or contractors required or are contractually obligated to perform their own clean up shall be required to hire a Laborer immediately upon commencement of work.
28. The cleaning of bathrooms, kitchens, laboratory and all fixtures and facilities therein.
29. Clean up mopping, washing, waxing, and polishing or dusting of all floors or areas.

All janitorial work including final sweeping ,washing ,waxing ,polishing, dusting and windows cleaning and general cleaning when the construction manager, general contractor or subcontractor is responsible for.
30. Unloading, handling and distribution of all materials, fixtures, finishing and appliances, from point of delivery or stock piles, and from stock piles to approximately the point of installation.
31. Drying of plaster, concrete, masonry, and mortar, when done by salamander or blower heat regardless of nature of the fuel or energy or any other drying process.
32. The aging and curing of concrete, mortar, and other materials applied to walls, floors, ceilings, and foundations of buildings and structures.
33. Mixing and handling of concrete, bituminous, concrete, or aggregates, for walls, footings, foundations, floors, or any other construction.
34. Handling, conveying pouring, vibrating, gutting, and placing concrete or aggregates, whether done by hand, pumping, conveyer, or any other process.

35. The forming, wrecking, stripping, dismantling and handling of concrete forms, and sales work.
36. Building of centers for fireproofing purposes.
37. Operation and maintenance of motorized wheelbarrows, buggies, conveyor, used for mason materials, or machines of similar character, whether run by gas, diesel, electric or other power.
38. Then concrete or aggregates are conveyed by crane or derrick, or similar methods of hooking on, signaling, dumping and unhooking the bucket.
39. Placing of concrete or aggregates, whether poured, pumped, or placed by any other processes.
40. The assembly, uncoupling of all connectors and parts of the equipment and used in mixing or conveying concrete, aggregates, or mortar, and the cleaning of such equipment, parts and connections.
41. All vibrating, spreading, flowing, puddling, leveling and strike off of concrete or aggregates by hand or by mechanical means prior to finishing.
42. Where prestressed or precast concrete slabs, wall or sections are used, all loading, or unloading stock piles, hooking on, unhooking, setting and barring into place of slabs, wall or sections.
43. All mixing, handling, conveying, placing and spreading of grout for any purpose.
44. Green cutting of concrete or aggregates in any forms by hand, mechanical means, grindstones, air, electrical, water.
45. Handling operation and maintenance of electric generators up to 5KW for temporary use in building construction including use for temporary heat.
46. The loading, unloading, carrying, distributing, and handling of all rods mesh and other materials for use in reinforcing concrete in building construction.
47. All work on interior concrete columns.
48. Foundations for engine and machinery beds, and fuel oil and gas tanks concrete pads and saddles.
49. The forming - stripping of forms, including panel forms which are to be used in their original forms, and the stripping of forms on all flat arch work. The forming, setting, wrecking, dismantling, handling, stripping, hooking and signaling, loading, unloading of all concrete forms, lumber and accessories of concrete forms including panel forms, gang forms, post shoring and decking systems and void forms shall be the work of Laborers.
50. The moving, cleaning, oiling, and carrying of all forms to the point of erection.
51. The snapping of all ties and removal of all rods.
52. Handling and placing and operation of the nozzle, hoses and pots or hoppers on sand blasting or other abrasive cleaning.
53. The checking of slip forms and all semi work connected therewith, on building construction.

54. Signaling and directing of all trucks, cranes, concrete buckets and materials that are handled by laborers.
55. Exclusive operation maintenance and handling of Barco tampers, flame throwers, natural and propane gas heaters, blower type heater, and hydraulic lift trucks.
56. Turbo jet fire watch - When used in any area where fires may occur within and around building construction.
57. Handling of concrete chutes, rough cleaning.
58. Assisting in the operation of all surveying instruments and related field equipment.
59. Grading, landscaping, tree work and ground work around building construction.
60. Hanging or tarpaulins on building, regardless of method.
61. Unloading, hoisting, and carrying of rock.
62. The laying of all pipes.
63. Setting up and manning the laser beam on all site, pipe, and concrete work.
64. When wagon drills or air tracks are being used, there shall be a helper to each wagon drill operator at all times. Where there is a Quarry Master Machine in operation, a blaster is to be employed to load holes. Then Jumbo type drill is used; one drill runner and one helper shall be employed on each wagon drill attached to a Jumbo or air track.
65. The work of Pit Men and Dump Men shall be performed by members of Local No.235.
66. Asbestos removal as per International Agreements.
67. All work under Laborers Jurisdiction that requires Hazwopper certification.
68. When temporary heat is required for drying of masonry and concrete work, it shall be attended by Laborers, unless previously assigned by mutual agreement to the work of other Union crafts.
  - a) Any equipment or process that replaces work that is being performed or has been traditionally performed by laborers, shall be assigned to Laborers, subject to overriding statutes, ordinances or National Joint Board decisions.
  - b) The jurisdiction of the Union regarding the work to be done as set forth in the preceding paragraph shall also include the use of and operation and maintenance of any and all equipment, tools, machines and devices usually used and operated by laborers including but not limited to the job classifications set forth in this article and any tools, machines, and devices listed or pertaining to modifications and extensions of such tools, machines and devices. The parties further incorporate by reference, as though the same were fully set forth at length herein, the jurisdictions set forth in the Manual of Jurisdiction date October, 1961, issued by the Laborers International Union of North America.
    1. Where doorways are too small for a wheelbarrow to pass through conveniently, all plastering material must be carried in a hod from the nearest convenient place. This does not prohibit the use of a wheelbarrow where it can be used.
    2. It is also agreed that a pulley or other mechanical assist shall be used for all material is to be handled.

3. It is agreed by both parties that if there is any extra heavy material to be used, both parties to this Agreement shall meet within a reasonable time to discuss how such material is to be handled.
4. Where wheelbarrows are used for brick or any other material, they shall not be overloaded.
5. Hods shall be no longer than 20 inches.
6. No more than an 18-pound hammer is to be used.
7. No coal scoop shall be used for mixing shoveling of stone, cinder, gravel, or concrete.
8. Regular brick hod or other mechanical assist shall be used to carry bricks.
9. When concrete work is being done where scaffolding is necessary, it shall be erected, planked and dismantled by Laborers.
10. It is also agreed by both parties that when blocks, seventy-five pounds or more are to be lifted on scaffolds four or more feet in height, they must be handled by two men.
  - a) On jobs where an elevator is in use there shall be a steady bell man. It is further agreed that the bell man shall load and unload the elevator whenever possible (when elevator is not in use, the bell man may be assigned to other duties).
  - b) Equipment assigned to employees is assigned for the purpose of operation, maintenance, and repair of equipment by said employees.
69. All Demolition including dismantling, alterations, selective removals, including the complete removal of or partial removal of powerhouses, plants, buildings, structures, etc. This work shall include all removals, wrecking, dismantling, and alterations and clean up of wood, insulation, metal, electrical, plumbing, fixtures, HVAC, roofing, concrete, masonry, furniture and any other construction related materials that are not to be reused on site. The work shall be performed by any means or method including the use of any tools or equipment and all hooking and signaling related to.
70. The clearing, excavation, filling, backfilling, grading, of all sites and buildings and all labor connected therewith, including chainmen, rodmen, grade markers, lay out, transfer of grades, and GPS related work.
71. All excavating, backfilling, grading, seeding, placing of sod, vegetation mats, loading and unloading, hydro seeding, spreading of mulch, planting of trees, shrubs, flowers and plants. The placing of all pavers or walkways. The work related to the installation of turf, including artificial turf.
72. All vibrating, spreading, flowing, puddling, leveling and finishing of concrete or aggregates by hand or mechanical means including trowels and screeds.
73. the filling and patching of voids, grinding and rubbing of finishes (horizontal and vertical) including crevices and fins ect. To correct defects from formwork and casting operations.

## **ARTICLE 36**

### **JURISDICTIONAL CLAIMS**

The Employer and the Union in addition, agree to recognize the jurisdictional claims of the Union that have been established by agreements with other crafts, area practices, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the settlement of Jurisdictional Disputes, or which are recognized as being within the jurisdiction of the Union, provided that if there is any controversy as to such jurisdiction of the Union, provided that if there is any controversy as to such jurisdiction, the matter shall be referred to the National Joint Board for the Settlement of Jurisdictional Disputes.

## **ARTICLE 37**

### **SAFETY**

A. The official compilation of codes, Rules and Regulations of the State of New York and the OSHA Regulations pertaining to the protection of persons employed in the Construction industry shall strictly be adhered to. Failure on the part of the Employer or Contractor to abide by said rules and regulations shall result in a conference between the-Union representative and an Employer representative and could result in a work stoppage for which employees shall be paid in full until such violations are removed. Use of alcohol or narcotics during -regular work hours, including lunch period, as well as reporting to work under the influence of alcohol or narcotics shall result in immediate dismissal of any employee.

B. If an employee is injured at work he shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury, the injured employee shall be paid full wages and wage supplements for the balance of that working day.

## **ARTICLE 38**

### **WORKING DUES**

A. The Employer shall deduct the sum set forth for each hour worked to employees covered by this Agreement after taxes, Social Security, etc., have been deducted, for a Working Dues. Failure of Employer to remit withheld working dues to Laborer's Local 235 Fringe Benefit Funds Office may subject Employer to Department of Labor violations.

B. Employees shall deposit with the local union an executed authorization for deduction which shall be irrevocable for a period of one year or the termination date of this agreement, whichever shall be the less. The Union shall keep the authorization cards on file for inspection by employer should any question arise over authorization. The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the duty and obligation of the Union.

C. The Union shall indemnify and save the Associations and 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 employer in reliance upon authorization cards being on file with the Union.

## **ARTICLE 39**

### **NEW YORK STATE LABORERS' POLITICAL ACTION COMMITTEE**

- A. The Employer shall deduct a sum as specified in the schedule entitled General Building Wages-Fringe Benefits-Deductions for all laborer employees covered by this agreement for NYS Laborer' Political Action Committee.
- B. No deduction shall be made for NYS Laborers' Political Action Committee for any such employee unless the employee has deposited with the Employer a copy of an executed authorization form which shall in no event be irrevocable for a period of more than one year, or the termination date of this agreement, which ever shall be less. Executed copies of the authorization cards will be kept on file by the Union.
- C. The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the duty and obligation of the Union.
- D. The Union shall indemnify and save the Association and the Employer harmless against any and all claims, demands, suits, or other form 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.
- E. In the event an employee refused to sign an authorization form for NYS Laborers Political Action Committee, the Union shall give the Employer written notice of such refusal when employee is referred to work.

## **ARTICLE 40**

### **HEALTH AND SAFETY FUND**

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the New York State Health & Safety Fund as the same may be amended from time to time and the aforesaid Trust Agreement, By – Laws and Regulations shall be part of this Agreement as though the same were fully set forth herein. The Employer shall pay to Health & Safety the sum of \$ .10 per hour or such other amount as agreed to between the parties in accordance with article 32 for work done in accordance with this Agreement. Health & Safety and / or the union shall have the power to require any Employer, and an Employer when required, shall furnish to the Fund Office such information and reports as may require in performance of their duties in the collection and contributions to the Fund. Benefits may be extended to Employees and full time paid officers of the Union, Employees of the Laborers' International Union of N.A. Local 235 Welfare Fund , Annual Benefit Fund, Annuity fund, Pension Fund, Education & Training Fund and Health & Safety Fund , provide that contributions are paid on behalf persons by the Union Welfare Fund, Annuity Fund, Annual Benefit Fund, Pension Fund, Education & Training Fund and Health & Safety Fund as the case may be. Payment will be made weekly in accordance with Article 32.

## **ARTICLE 41**

### **MANAGEMENT RIGHTS**

Except where specifically limited by this agreement, the direction of the employees, the determination of employee competency, the right to hire, transfer, promote, discharge, lay-off for lack of work, and the scheduling of work are rights vested in the employer. In the event the Union grants more favorable terms and conditions than those specified in this agreement to any employees or employers, unless approved by the Associations and the President of the Union, then this agreement may be modified, at the option of the employer, to incorporate such more favorable terms and conditions. The Union shall retain an affirmative duty to notify employer, or employer representative, of the existence of any different collective bargaining agreements, unless so approved; than the one entered into by the Union herein, within seven days of signing said agreement

## **ARTICLE 42**

### **NON-DISCRIMINATION IN EMPLOYMENT**

A. The Associations, the Employer, and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether local, state or federal, dealing with non-discrimination in training, membership, employment, job tenure, promotions, and every other matter covered by such laws, codes, etc. not herein expressly mentioned. The Employer shall have the right to conduct systematic and direct recruitment of qualified minority and female applicants should the Union fail to refer sufficient minority and female trainees within forty-eight (48) hours to satisfy contractual Equal Employment Opportunity and Affirmative Action requirements and conditions.

### **“EARNED SICK TIME ACT”**

**FURTHER, THIS COLLECTIVE BARGAINING AGREEMENT PROVIDES FOR  
COMPARABLE BENEFITS / PAID DAYS OFF FOR EMPLOYEES AND  
SPECIFICALLY ACKNOWLEDGES LABOR LAW 196-B**



B. It is recognized that there are specific subcontract requirements for Disabled/Minority Women Business Enterprise participation in most public contracts and that certain exceptions to the General Contractor article may be required for the Employer to comply with these requirements. Every effort will be made by the General Contractor to arrange a pre-job meeting with these Subcontractors and the Union. It is understood that in no way shall the enforcement of this Article allow other trades to perform the work of this Union

B. The Employer and the Union agree there will be no discrimination against any employee, or applicant for employment, with respect age, race, creed, color, national origin, sexual orientation, gender identity, or expression, military status, sex, disability, predisposing genetic characteristic, familial status, marital status, or domestic violence victim status, people with arrest and conviction records as well as other classification protected by applicable Federal Laws in all employment decisions, including but not limit to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment, except as provided by law.

### **ARTICLE 43 APPRENTICE PROGRAM**

Laborers Local 235 has a Registered Apprentice Program with New York State Department of Labor. Any employer who wishes to hire apprentices is bound by all applicable State and Federal Mandates regarding the hiring and on the job training of Apprentices. At the present time the ratio of Apprentices to Journeymen is one Apprentice to Four Journeymen.

#### **APPRENTICE LABORER' WAGES AND BENEFIT FUNDS CONTRIBUTION**

##### **WAGES RATE EFFECTIVE JUNE 1, 2021 TO MAY 31 , 2022**

CLASSIFICATION	BASE WAGES	TAXABLE STRAIGHT TIME	TAXABLE TIME & 1/2	TAXABLE DOUBLE TIME
1 <sup>ST</sup> Year ( 1-1000 ) Hrs.....	21.04	25.69	36.21	51.38
2 <sup>ND</sup> Year ( 1000 – 2000 ) Hrs.....	24.86	29.51	41.94	59.02
3 <sup>ND</sup> Year ( 2000 - 3000 Hrs.....	28.69	33.34	47.69	66.68
4 <sup>ND</sup> Year ( 3000 – 4000 H rs.....	32.51	37.16	53.42	74.32
 TAXABLE BENEFITS DEDUCTION		4.65	4.65	9.30
 BENEFITS PAYABLE.....		26.10	26.10	52.20

**APPRENTICE LABORER' BENEFIT FUNDS CONTRIBUTIONS RATE  
EFFECTIVE JUNE 1-2021 TO MAY 31- 2022**

Welfare.....	9.40	I A F.....	0.30
PENSION.....	7.50	EDUCATION & TRAINING.....	1.00
ANNUITY.....	3.00	P. A. C.....	0.10
ANNUAL BENEFIT.....	2.00	L.E.C.E.T.....	0.15
DUES SUPPLEMENT.....	2.55	<u>HEALTH &amp; SAFETY.....</u>	<u>0.10</u>
TOTAL PER HOUR.....		26.10	

New applicants for membership who cannot provide proof of 4,000 or more hours of employment as a construction craft laborer (or alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship Training Committee shall enter the Apprentice program. Any person entering the program, but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey worker under this agreement. The failure of any apprentice to maintain his or her apprenticeship status shall obligate the employer to discharge such person upon notice from the Union.

## ARTICLE 44

### JOURNEYMAN WAGES EFFECTIVE JUNE 1, 2021 TO MAY 31 , 2022

	Basic Wages	Taxable Straight Time	Taxable Time &1/5	Taxable Double Time
GROUP 1.	33.00	38.05	54.55	71.05
GROUP 2.	34.12	39.17	56.23	73.29
GROUP 3.	35.35	40.40	58.08	75.75
GROUP 4.	36.35	41.40	59.58	77.75
Hazwoper ( Additional Wages )	1.00		1.50	2.00
Taxable Benefit Deduction		5.05	5.05	5.05
Benefits Payable		30.50	30.50	30.50

### WORK GROUPS

**GROUP 1:** Flaperson, placing and maintenance of all flares, cones,lights,sign,barricades, traffic paterns,and all reflective type material for traffic control, custodial work,traffic directors, temporary heat or light tenders, tool room.

**GROUP 2:** All other classification as listed in Collective Bargaining Agreement.

**GROUP 3:** Asphalt Raker, Asphalt Screenman, Drillers (all), Laser Beam Operaror, Formsetters / Aligners, Blaster, Lead Man and Job Stewart, Tunnel and Casson Workers.

**GROUP 4:** All Foreman and GPS setup.

**ARTICLE 45**  
**Journeyman Benefit contribution rates effective**  
**June 1, 2021 to MAY 31 , 2022**

Welfare .....	9.80	I.A.F.....	0.30
Pension .....	8.40	Training.....	0.70
Annuity.....	6.00	* P.A.C.....	0.10
*Annual Benefit,Sick Leave.....	2.40	L.E.C.T.....	0.15
* Working Dues.....	2.00	Health & Safety...	0.10
*E.N.Y.L.D.C.....	0.55		
TOTAL PER HOUR.....			30.50

\*Please Note The Annual Benefit, Sick Leave, Working Dues, Political Action (P.A.C.) and ENYLDC contributions are Taxable item and are added to Base Wages, taxed and then deducted as shown in the table below to arrive at the total net pay.

^P.A.C. and ENYLDC are NOT subject to overtime. They are always added and deducted at the straight time rate.

**BENEFITS CONTRIBUTION MUST BE PAID WEEKLY**

**ARTICLE 46**  
**FUTURE WAGES INCREASE**

( A ) IN ADDITION TO THE WAGERATE SET FORTH ABOVE, EMPLOYEES SHALL BE ENTITLED TO THE FOLLOWING INCREASES:

( B ) For the period of June 1, 2022 to May 31, 2023 there will be a total package increase for each classification in the amount of \$ 2.40 per hour, .40 cents for sick leave fund, and \$ 2.00 per hour to be allocated by the Union.

( C ) For the period of June 1, 2023 to May 31, 2024 there will be a total package increase for each classification in the amount of \$ 2.00 per hour to be allocated by the Union.

( D ) For the period of June 1, 2024 to May 31, 2025 there will be a total package increase for each classification in the amount of \$ 2.00 per hour to be allocated by the Union.

( E ) for the period of June 1, 2025 to May 31, 2026 there will be a total package increase for each classification in the amount of \$ 2.00 per hour to be allocated by the Union.

( f ) The increases may be allocated to either Wages, Pension Fund , Welfare Fund, Annual Benefit Fund, Education and Training Fund, Administrative Dues, Political Action Fund, Annuity Fund , Laborers' Cooperation and Trust, or Health and Safety Fund.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 1st day of June 2021.

Signed on behalf of the following parties:

Construction Contractors Association of the Hudson Valley, Inc.  
ALAN SEIDMAN, Executive Director


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Laborers' International Union of N.A. Local 235  
DARIO BOCCAROSSA, Business Manager

Dated this 1st day of June , 2021

FOR THE UNION:

FOR THE ASSOCIATION



Laborers' International Union of N.A.  
Local 235 of Dutchess and Columbia  
Counties, New York



Construction Contractors Association of  
The Hudson Valley, Inc.

## CONSTRUCTION CONTRACTORS ASSOCIATION AGREEMENT

The undersigned Employer hereby applies for membership in the Construction Contractors Association of The Hudson Valley (Association) and agrees to be bound by all of the terms and conditions set forth in the Building and Construction Agreement presently in effect between the Laborers International Union of N.A. Local 235 of Dutchess and Columbia Counties, New York and said association, as the same may be amended, modified, or extended from time to time, and acknowledges its acceptance of the said Association to serve as its designated representative for purposes of collective bargaining.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

FOR THE EMPLOYER:

Name of Employer: \_\_\_\_\_

Address of Employer: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number \_\_\_\_\_

New York State Disability Number \_\_\_\_\_

Compensation Number \_\_\_\_\_

Federal Employer ID Number \_\_\_\_\_

President's Signature \_\_\_\_\_

Print Name \_\_\_\_\_

FOR THE UNION:

**LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF DUTCHESS AND COLUMBIA COUNTIES, NEW YORK**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Construction Contractors Association of The Hudson Valley hereby accepts the application of the above-named Employer for membership in the Association pursuant to the terms set forth above.

**FOR CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY:**

Authorized Representative \_\_\_\_\_

**LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 INDEPENDENT AGREEMENT**

The undersigned Employer hereby agrees to be bound by all of the terms and conditions of the present Building and Construction Agreement entered into between the Laborers International Union of N.A. Local 235 of Dutchess and Columbia Counties, New York and the Construction Contractors Association of The Hudson Valley and independent employers which Agreement is incorporated in its entirety by reference herein, as same may be amended, modified or extended from time to time.

In order to avoid unfair competition in the Industry, if an employer chooses not to participate in the Industry Advancement Fund, the employer agrees that all contributions to the Industry Advancement Fund shall be allocated to the Welfare Fund so long as the employer does not belong to an association that is party to a collective bargaining agreement with the Laborers' International Union of N.A. Local 235.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**FOR THE EMPLOYER:**

Name of Employer \_\_\_\_\_

Address of Employer \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

E Mail: \_\_\_\_\_

New York State Disability Number \_\_\_\_\_

Compensation Number \_\_\_\_\_

Federal Employer ID Number \_\_\_\_\_

President's Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**FOR THE UNION:**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 235  
OF DUTCHESS AND COLUMBIA COUNTIES, NEW YORK**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Business Manager