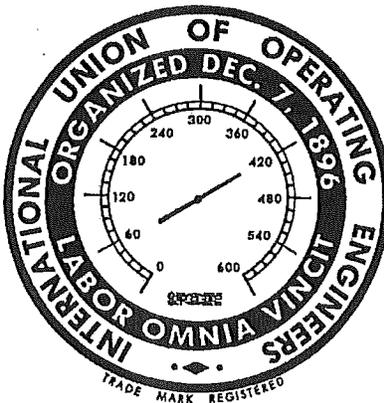


***FIELD ENGINEERS – TECHNICAL ENGINEERS
AGREEMENT***

between

ASSOCIATIONS – INDEPENDENT EMPLOYERS

and



INTERNATIONAL UNION of OPERATING ENGINEERS

LOCAL 4

November 1, 2014 – October 31, 2018

This Agreement entered into this first day of November 2014, by and between the Associations and such Independent Employers as subscribed below, hereinafter known as the "Employer," and the **International Union of Operating Engineers Local No. 4-E**, hereinafter known as the "Local" or and shall continue in full force through the 31st day of October 2018.

ARTICLE I
CRAFT JURISDICTION

1. This Agreement shall apply only to those employees as defined in Article VIII herein employed in line and grade work, including but not limited to: the work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the establishing of right-of-way, control points and lines; and the cross sectioning of areas. All instruments, including global positioning instruments and optical and electronic line, distance and grade devices used in connection with the above work. Field Engineer/Technical Engineer jurisdiction may terminate at the point where precise measurement by survey instruments has ended.
2. The Local recognizes that surveying instruments; transits, levels, theodolites, electrotapes, lasers when used as instruments, piezometers when instrumented and fathometers, may be used by executive and supervisory personnel to check out work already done by employees covered under this Agreement.
3. In the event of the absence of an employee, the Employer shall call for a replacement, and in the meantime, may do the work with supervisory personnel.

ARTICLE II
SCOPE OF EMPLOYMENT

1. The parties to this Agreement believe that a uniform Agreement, when applied to line and grade work, if adopted by the Local and the Employers engaged in heavy and building construction, would further the interest of this industry. Building and heavy construction, where referred to in this Agreement, is defined as work performed within the scope of the project construction agreement including verification of location and elevation when necessary. This uniform Agreement should contain the following principles.
 - (a) There should be no limitations to the amount of work a Field Engineer/Technical Engineer shall perform during the work day, it being understood that an employee shall perform a fair and honest day's work.
 - (b) That there be no restrictions of the use of tools, appliances or new technologies.
 - (c) Employees covered by this Agreement may be used by the Employer in other office related work.
 - (d) This Agreement excludes executives, administrators, and supervisors, and shall not apply to any field survey work beyond the direct control of the Employer, or when the owner retains Licensed Land Surveyors or Licensed Professional Engineers to check or verify any work.

2. When the Employer, party to this Agreement, does any work other than the type of work covered by this Agreement, he shall conform to any applicable agreement that exists between an employing group and the International Union of Operating Engineers.

ARTICLE III
TERRITORIAL JURISDICTION

This Agreement shall apply within the territorial jurisdiction of Local No. 4 and its Branches as granted by the International Union of Operating Engineers and outlined herein as follows: Eastern part of Massachusetts, including Worcester County (with the exception of the townships of Sturbridge, Brookfield, Oakham, Hubbardston, Templeton, Royalston, and Winchendon);

ARTICLE VIII
DEFINITION OF CLASSIFICATION

1. **RODPERSON** - shall care for surveying equipment and tools; drive stakes, man tape and level rod; index, file and maintain line and grade data; make and flag grade stakes; prepare, apply and maintain control points, monuments, stations, turning points, and bench marks on construction sites; trace and letter maps and drawings from field sketches.
2. **INSTRUMENT PERSON** - shall be capable of performing all of the duties of a Rodperson, shall set up and operate transit, level and related surveying instruments; make simple field drawings of lines and grades from sketches; direct Rodperson, establish lines and grades; handle all related computation problems.
3. **PARTY CHIEF** - shall be capable of performing all the duties of Rodperson and Instrument Person, shall lay out work and the related lines and grades, direct the work of Rodperson and Instrument Person.
4. **CHIEF OF SURVEY** - One who directs the activities of several survey crews, organizes the field work and may act as a working Party Chief.

ARTICLE XXII
TERMINATION

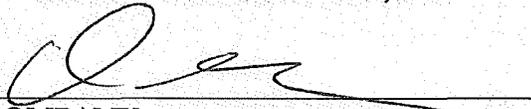
The terms and conditions of this Agreement shall be effective the first (1st) day of November 2014, and shall continue in effect through the thirty first (31st) day of October 2018.

This Agreement shall continue to be effective from year to year unless either party, at least ninety (90) days prior to October 31, 2018, or prior to October 31st in any year thereafter, gives notice in writing to the other party of its intention to terminate said Agreement and requests that negotiations be entered into for its alteration or amendment. In the event that the parties hereto cannot reach an agreement at least 30 days prior to October 31, 2018, or thirty days prior to October 31st in any year thereafter, such party shall give notice of the failure to reach such agreement to the Federal Mediation Service and any appropriate State Agency.

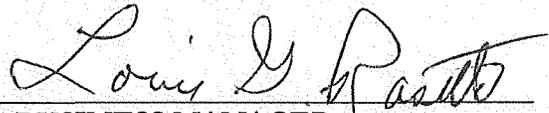
FOR THE EMPLOYER

FOR THE INTERNATIONAL UNION of
OPERATING ENGINEERS LOCAL 4E

MANSOUR CONSTRUCTION, INC.

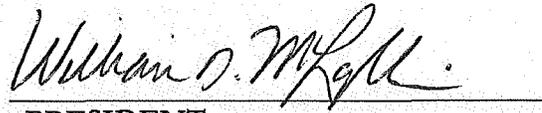


COMPANY



BUSINESS MANAGER

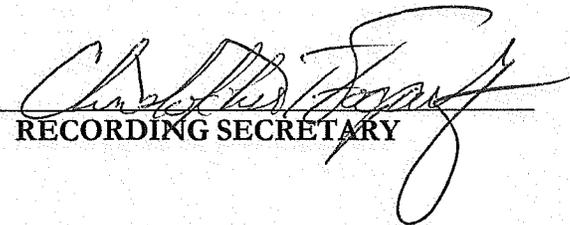
David Sullivan President



PRESIDENT

BY _____ TITLE

64 Tide Mill Rd
PO Box 789



RECORDING SECRETARY

ADDRESS

NH NH 03840-0789

CITY STATE ZIP

03840-0789 603-427-1991

PHONE FAX

BODY ACCEPTS

EXEC BD REC
12/10/14

CF/jd

